HEDDLU GOGLEDD CYMRU
NORTH WALES POLICE

Response Date:24/06/2024

2024/619 - Mobile Policing Application

In response to your recent request for information regarding;

The contents of the bid, including its annexes, which was selected as the winning bid in the public tender process entitled 'Mobile Policing Application'.

Published Date: 17 January 2022
Procurement Reference: 20191205170135-68205

Please find attached the Invitation to tender.

However, harm has been identified in providing you with any additional information;

To provide specific information on the contents of the 'winning bid' is commercially sensitive as it contains company Intellectual Property and could have an impact for the currently supplier if this went out for retender, giving the requestor an advantage.

The exemption/s, as well as the factors considered when deciding where the public interest lies, are listed below:

Section 43 (2) Commercial Interests

This is a prejudice-based exemption which means that the public authority must demonstrate that it is satisfied that to release the information would damage someone's commercial interests. It is also a qualified exemption which means that the public authority must consider the balance of the public interest in releasing the information against the public interest in withholding it.

Harm Test

Contracts are awarded following a procurement process in which tenders are invited from interested parties. As one means of ensuring fairness in the process, parties do not know the details of any of the other parties' tenders. This includes the price at which services can be delivered. To release the details of the prices/bids offered in a tender of any party would be likely to harm that party's commercial interests.

Releasing specific bid information is likely to result in an unfair advantage to competitors in the tendering process. Competitors could potentially undercut any costs and gain favour in the cost element of a tendering process.

Public Interest Test

Factors Favouring Disclosure
There is a strong public interest in ensuring that public money is spent correctly and that North Wales Police, and therefore the tax payer, gets value for money when purchasing goods and services.

Release would also facilitate the accountability and transparency of North Wales Police for decisions taken by them in relation to contracts awarded so that they might be challenged.

Factors Favouring Non - Disclosure

Disclosure of any pricing information would make it less likely that companies or individuals would provide the North Wales Police with commercially sensitive information in the future and consequently undermine the ability of the North Wales Police to fulfil one of its roles of running fair tender competitions.

Companies compete by offering something different from their rivals and any difference will often be reflected in price. This may also relate to the quality or specification of the product/service they offer. Information identifying the unique price offered by North Wales Police's current service provider for Interpreters is commercially sensitive and may also inadvertently reveal information about their profit margins.

North Wales Police's commercial interests would be prejudiced if it released details of customers' tenders as disclosure of these would be likely to damage North Wales Police's business reputation and possibly the confidence that future customers and suppliers would have in it.

Balancing Test

There are factors which in general terms favour release of this information, however, the factors favouring non-disclosure are more specifically relevant. Releasing bid information not be in the public interest as it would be likely to harm the process of future tenders. Prospective customers, who will include current service providers, expect to enter a tender on a level playing field and North Wales Police have a responsibility to ensure there is fair competition for public sector contracts. No release of information should be made under the Freedom of Information Act that will give one person a commercial advantage over another. The exemption under Section 43 (2) of the Act caters for this situation. My decision, therefore, is not to release this information at this time.

Therefore, in accordance with the Freedom of Information Act 2000, this letter acts as a Refusal Notice under section 17 (1) of the legislation.

THIS INFORMATION HAS BEEN PROVIDED IN RESPONSE TO A REQUEST UNDER THE FREEDOM OF INFORMATION ACT 2000, AND IS CORRECT AS AT 23/06/2024

HEDDLU GOGLEDD CYMRU
NORTH WALES POLICE

SWYDDFA COMISIYNYDD HEDDLU A THROSEDD GOGLEDD CYMRU
OFFICE OF THE POLICE & CRIME COMMISSIONER NORTH WALES

COMMERCIAL

TENDER DOCUMENTS

FOR THE SUPPLY AND DELIVERY OF

Mobile Policing Application

TO

THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES

CONTRACT REFERENCE: NWP44016

SECTION 1A AND 1B

Contract Date: For a initial period of 3 years with the option to extend for a further 3 years

Please note that this document and all your responses are subject to Freedom of Information disclosure.

gwneud Gogledd Cymru'r lle **mwyaf diogel** yn y DU
making North Wales the **safest** place in the UK

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TABLE OF CONTENTS

SECTION 1A – FOR INFORMATION

1. INTRODUCTION

1.1 North Wales Police covers the whole of North Wales, including the counties of Isle of Anglesey, Gwynedd, Conwy, Denbighshire, Flintshire and Wrexham. The area is mostly rural and includes the Snowdonia National Park.

1.2 North Wales also has a vast coastal area, around Anglesey, the Llyn Peninsula and the north coast of Wales. Serving a population of 687,800 people, it has around 1,450 police officers and 250 police community support officers along with 800 staff.

1.3 The headquarters are in Colwyn Bay, with divisional headquarters in St Asaph, Caernarfon and Wrexham.

1.4 North Wales Police is led by Chief Constable Carl Foulkes , Deputy Chief Constable Richard Debicki, Assistant Chief Constable Sacha Hatchett and Seb Philips, Director of Finance and Resources.

1.5 Office of the Police and Crime Commissioner is led by Arfon Jones Police and Crime Commissioner, supported by Stephen Hughes, Chief Executive and Kate Jackson, Chief Finance Officer

1.6 North Wales Police is fully supportive of all aspects of diversity including ethnicity, race, religion, age, gender, disability and sexual orientation. In this respect, police forces welcome expressions of interest from the ethnic minority, disabled and other diverse business communities and the voluntary sector. In relation to the Welsh Language Act, should a supplier prefer to correspond in the Welsh language this can be arranged; any tender or associated documents submitted in the Welsh language will be treated no less favourably than those submitted in English.

1.7 North Wales Police is committed to the Public Services (Social/value) Act 2012 , the Well-Being of Future Generation (Wales) Act 2015 and the Modern Slavery Act 2015, ensuring that the Social, economic and environmental issues are considered at all times. The aim is to create a sustainable and safer community to build a stronger economy reduce energy consumption and waste as well as to create a vibrant and responsible North Wales.

1.8 North Wales Police has adopted the Welsh Government's Code of Practice on Ethical Procurement in Supply Chains. This is designed to ensure that high-quality public services are delivered throughout Wales by a workforce that is treated legally, fairly and safely, and is well-rewarded. Tenders shall comply with the Modern Slavery Statement as Published on the Forces and the Commissioners Web page.

1.9 North Wales Police has identified that the scope of this procurement may fall within a business sector which may be attractive to infiltration by Organised Crime Groups. We therefore reserve the right to include enhanced probity checks at both the selection and award stages of the procurement. This may include, but is not limited to, verification that a supplier or any person with powers of representation, decision or control therein has not infringed the mandatory grounds for exclusion set on in Regulation 57 (1) of the Publics Contract Regulations 2015.

1.10 The purpose of this Invitation to Tender (ITT) is to provide tenderers with an opportunity to propose an accurately priced solution as detailed in the attached specification in accordance with both the conditions within this document and European Procurement Regulations.

1.11 Only those suppliers whose tender submission can cater for all of the requirements detailed in the Specification and Compliance Table will be considered.

1.12 You must check that none of the documents listed in the contents page are missing or duplicated. If you discover or suspect any anomalies please notify us immediately. North Wales Police do not bind themselves to accept the lowest or any tender; neither will they accept responsibility for any costs incurred in the preparation of any tender.

1.13 It is critical that the documents are read carefully prior to completion, any questions should be submitted via the Q&A facility within the Bluelight Portal. Any questions which are received 7 days prior to the submission date will not be considered. You are expected to return the documents in section 3 fully completed and duly signed to us, where required responses should be posted on line.

1.14 Tenders comprising all the documents requested MUST be submitted via the Bluelight Portal at https://bluelight.eu-supply.com, no later than the published closing date using the My Response section within the Invitation to Tender. The closing time/date for receipt of tenders is clearly marked on the portal and the contents page of this document. You are recommended to upload all documents and submit your tender submission in sufficient time for it to reach the server prior to the closing time/date stated. The server automatically time / date stamps all tender submissions.

1.15 North Wales Police and the Policing and Crime Commissioner for North Wales Police, hereby referred to as the PCC requires the information sought in this tender from economic operators responding to this Contract Opportunity.

1.16 Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract, the resulting contract between the supplier and public sector will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

1.17 Procurement Timetable - For information purposes, tendering and contracting activities shall be compliant with the management of the timelines described in the table below as far as this may be reasonably practical:

Activity	**If issued today**
Supplier Questions and Answerer Session* (via Teams)	Friday 14th May
Last date for Supplier Questions	1st June
Tenders Returned	9th June
Tender Evaluation Commences	10th June
Days reserve for presentations (provisional)	14/15/17 June
4 week ‘trial of preferred product	1st July 2021
Recommendations made & approved	Mid-August
Update of contract documents	End of August
Standstill Period	10 days from publication of award
Date to be passed to legal	Early September 2021
Contract Signature	Mid-September 2021
Set up / Implementation	October 2021
Contract Start Date / Go Live	October 2021

***If you wish to participate you need to provide the names and email address of your attendees no later than 17.00 on 12th May**

2. INSTRUCTIONS TO TENDERER

2.1. The PCC is prepared to receive tenders as detailed on the attached Schedule in accordance with the enclosed Conditions of Contract. Tenderers must confirm their acceptance of these Terms and Conditions. Tenders that do not comply with these Conditions of Contract may not be considered. We will accept software licences however any discrepancies between the software licence and contracted terms and conditions, the contracted terms and conditions will preside

2.2. Completed documents including any backing papers, drawings, or samples must be received no later than **12 pm on 9th June 2021** and in accordance with the instructions within the section titled 'Instructions to tenderers, communications and enquiries'.

2.3. The PCC does not bind himself to accept the lowest or any tender. The PCC reserves the right to award all or none of the lots to one or more suppliers. Evaluations will be based on the most economically advantageous offer to the PCC balancing quality with price.

2.4. The award criteria for this ITT are detailed in the section entitled contract Award Criteria and Evaluation Guidance and the allocated weightings can be found on the Bluelight portal.

2.5. The PCC reserves the right to divide his orders between two or more contractors, and to accept tenders for any or none of the items listed. Further details of proposed lots can be found in the OJEU notice (if applicable) and/or the operation requirements document.

2.6. The PCC will not be responsible for, or pay for, expenses or losses which may be incurred by any tenderer in the preparation of their tender.

2.7. The tenderer may quote firm prices or request the insertion in the contract of the price variation clause detailed in the Conditions of Contract. Other things being equal, preference will be given to tenders quoting firm prices.

2.8. The successful Tenderer will be required to make deliveries/provide services as detailed in this document and may have to make deliveries/provide services to other Police Forces or Emergency Services in the UK to whom this tender may also be open.

2.9. Tenders must be submitted using the Bluelight Portal.

2.10. Completed documents including any backing papers, drawings, or samples must be received no later than the date stated on the Bluelight Portal and on the cover of this document.

2.11. Any tender received after published closing time and date will not be considered.

2.12. The PCC may request post tender clarifications and in some circumstances best and final offers (BAFO).

2.13. The issue of this ITT to Tenderers does not imply any representation by the PCC as to the financial stability, technical competence, or ability in any way to carry out the Service by the Tenderer.

2.14. The PCC reserves the right to alter the timings of any of the evaluation stages or withdraw the invitation to tender and any of the evaluation stages at any time.

2.15. The PCC is subject to the Freedom of Information Act 2000 (the 'FOIA') which provides that all individuals have the right to any recorded information held by the PCC unless covered by one of 23 exemptions, which protect certain information. Information must be provided within 20 working days of request. Information held by the supplier relating to any contract with the PCC will be subject to the FOIA in the same way as information held by the PCC

2.16. Economic operators should answer all questions as accurately and concisely as possible.

2.17. Do not include general marketing or promotional material from your Company as answers to the questions unless specifically requested to do so.

2.18. Questions may be answered in Welsh or English.

2.19. Should you feel a question is not relevant to this procurement or your company please state "Not relevant" in the response box. Do not leave it blank as we will assume you have failed to respond to the question and score it zero.

3. COMMUNICATIONS AND ENQUIRIES

3.1. During the period of the Tender the Tenderer shall only contact the Procurement Department via the Q&A facility within the Bluelight Portal at **https://bluelight.eu-supply.com**, any other methods of communication will not be responded to.

3.2. The Tenderer is advised that where such enquiries have been made, and it is appropriate to do so, the PCC will distribute to all prospective Tenderers a copy of the enquiry and the written reply. In the event that the Tenderer wishes for an enquiry not to be distributed, then the PCC reserves the right to send the enquiry back to the Tenderer unanswered.

3.3. The PCC will only accept questions as per date published on the Bluelight Portal.

3.4. When submitting a question/query please do not include any details which will identify your organisation within the box containing your question/query. The information in this box will be seen by all interested suppliers.

3.5. The PCC will not consider requests for amendments to the tender conditions after the clarification deadline.

4. INSTRUCTIONS FOR COMPLETION AND SUBMISSION

4.1. To help the completion of the ITT, responses should be inserted in the response space provided within the Tender Portal;

4.2. Please ensure that your response is well presented and is in an easy to read format. Responses can be supported by any relevant illustrations, maps or charts. Please do not include general marketing or promotional material. The overall quality and credibility of the responses will be scored and used as part of the evaluation process.

4.3. Tenderers should answer all questions as accurately and concisely as possible. Where a question is not relevant to the responder's organisation, this should be indicated, with an explanation.

4.4. The format of the document **MUST NOT** be altered. You should either type your response directly into the spaces provided, or add a reference to indicate where the response can be found. Supporting information should be presented in the same order and should be referenced to the relevant question, with details of the name of the organisation and the reference number from the front of this document. Any additional information should be consolidated ideally into a single additional document for upload. If a single document is not possible, you are requested to consolidate into as few documents as possible. Information can also be added, where appropriate, to the space provided within the questionnaire itself.

4.5. A single "zipped" file will be accepted containing your response. Multiple "zipped" files (e.g. a zipped file within a zipped file) must not be submitted.

4.6. As this document is being submitted electronically by upload via the ITT within **https://bluelight.eu-supply.com**, the name of the Director or other senior representative should be typed in the signature block and will be accepted as their authorised signature in submitting this ITT.

5. CONTRACT AWARD CRITERIA AND EVALUATION GUIDANCE

5.1. The contract will be awarded on the basis of the most economically advantageous tender based on the weightings published on the Bluelight portal.

5.2. The most economically advantageous tender (MEAT) criterion enables the PCC to take account of criteria that reflect qualitative, technical and sustainable aspects of the tender submission as well as price when reaching an award decision.

5.3. **PLEASE NOTE:** All requested documents must be completed and returned. The PCC reserves the right to disqualify any unqualified tenders if any documents are not submitted.

5.4. Tender submissions must be returned in the format requested. The PCC reserves the right to disqualify a tender if it has not been submitted in the format requested. i.e.;

- Tender uploaded as a completed consolidated word document.
- Pricing uploaded as spreadsheets or word document as stated in the pricing schedule.
- Additional documentation may be uploaded in the most appropriate format

5.5. Should you feel a question is not relevant to this procurement or your company, please state "Not relevant" in the response box. Do not leave it blank as we will assume you failed to respond to the question and score it zero.

5.6. Responses will be evaluated in accordance with this evaluation Approach. The PCC reserves the right to consider alternative procurement options, should there be insufficient economic operators.

5.7. The PCC may seek independent financial and market advice to validate information declared or to assist in the evaluation. Reference site visits or demonstrations and/or presentations may be requested at this stage in support of your ITT.

5.8. The PCC reserves the right to reject as ineligible any incomplete submissions or submissions which are guilty of serious misrepresentation in supplying any information requested.

5.9. The PCC may seek clarification regarding applicants' written responses.

5.10. The PCC reserves the right to: alter the timings of any of the evaluation stages; withdraw the invitation to tender and any of the evaluation stages at any time.

5.11. The PCC will not accept web links as responses to questions, in these circumstances we will take the response as non-compliant and you will score zero for these questions.

5.12. **SCORING GUIDE**

5.12.1. If applicants' responses to any of the submission are left blank (e.g. no written response) then the question(s) concerned will be marked as "ineligible for selection" or scored "0", whichever is applicable.

5.12.2. Those responses which meet the minimum criteria will be ranked according to their score.

5.12.3. Any Tenderer who fails to achieve a score (i.e. score Zero) for any of the scored questions during this evaluation may result in that Economic Operator/ being ineligible for this contract and scoring will cease. This will apply to all sections.

5.12.4. The PCC is entitled to exclude you from consideration if any of this section apply but may decide at his discretion to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not be accepted.

5.12.5. Where the response is a multiple choice the following scores will apply:

Fully compliant	100
Part compliant	50
Non compliant	0

Response	Marking Guide

Unacceptable Response The EO fails to provide a response or the response is of such a poor standard that it does not meet the minimum requirements. The response provides no confidence that the EO can meet the standards required. Evidence is unacceptable or non-existent.	0
Well below expectations The EO's response is poor and only partially answers the requirement. There are major concerns in certain areas which lack detail. There is very little relevant data or evidence included. The response does not meet minimum requirements.	20
Below expectations The EO provides a response that partially satisfies the requirement, with some useful evidence provided, but the response overall falls short of the minimum expectations and is of a low standard. There are minor deficiencies or concerns in the information provided, the response overall provides a low level of confidence that the EO can meet the required standards. The response overall does not meet minimum requirements.	40
Meets expectations The EO provides a response that is acceptable and which meets the minimum criteria. The response however could have been expanded upon or provided additional detail and evidence which would have increased confidence in their response. The response is satisfactory and provides a mid-level of confidence that the EO can meet the standards required.	60
Above expectations The EO's response is of a high standard, is comprehensive and more than satisfies requirements; the additional level of detail and/or evidence provided gives a high level of confidence that the EO can meet the standards required. The response exceeds expectations.	80
Exceptional The EO's response is excellent, is comprehensive and of a very high standard which far exceeds expectations. The response includes full detail of techniques and measurements employed where relevant. Response provides a very high level of confidence that the EO can meet the standards required.	100

The table below outline the general approach to the scoring structure for all sections. Unless otherwise stated:

5.13. **ORGANISATION AND CONTACT DETAILS -** A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Mandatory questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.14. **MANDATORY PASS QUESTIONS -** A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Mandatory questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.15. **Discretionary Questions -** A response to all the questions in this section is mandatory. Where a TENDERER fails or does not complete one of the Discretionary questions they will not be eligible to continue to the next stage of the process and no questions beyond that point will be marked.

5.16. **INSURANCE** - This Section is the evaluation of the Tenderer's compliance with the contract's insurance requirements and will be marked out of a score of 100:

Over £10M	100	Less than £4M	40
Over £5M	75	Less than £3M	30
Less than £5M	50	Less than £2M	0

5.17. **WHOLE-OF-LIFE COST - In order to make a true whole-of-life cost comparison of each Tender it is important that each Tender can be evaluated in terms of cost, to ensure that a 'like for like' comparison can be made between each of the Tenders.**

5.17.1. Calculation errors will be corrected and scores adjusted accordingly.

5.17.2. Following the price evaluation, an overall expenditure profile will be determined, which takes account of:

- Capital expenditure if any
- Ongoing revenue costs.
- Anticipated long term increases
- Life of the goods or Services.

5.18. **PRICE STANDARD SYSTEM SCORING - IN** this formula the system automatically picks up the lowest price and compares with each supplier's price to calculate a score. The automatic price score calculation formula is as follows:
(Maximum Score)-100(1-(Lowest Bid/Bid))*

5.19. **DISQUALIFICATION**
If you breach the above tender conditions, if there are any errors, omissions or material adverse changes to any information supplied by you at any stage in this procurement process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the PCC to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this procurement process
- to fix or set the price for goods or services
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted
- to collude in any other way
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this procurement process; or

- to obtain information from any of the employees, agents, or advisors of the PCC concerning this procurement process (other than as set out in the tender conditions) or from another potential supplier or another tender response,

The PCC shall be entitled to reject your tender response in full and to disqualify you from this procurement process. Subject to fraud or any other circumstances in which liability may not be limited by law, by participating in this procurement process you accept that the PCC shall have no liability to a disqualified potential supplier in these circumstances.

6. SECURITY ASPECTS FOR EXTERNAL CONTRACTORS

6.1. North Wales Police has obligations relating to the security of data in its control under the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and ISO27001. This letter sets out the security requirements for external IT contractors who work on North Wales Police premises or access/process North Wales Police IT systems or information whether locally or remotely. All external IT contractors, their employees, sub-contractors or agents will be required to comply with these requirements; failure to do so will be viewed as a breach of the relationship between the contractor and North Wales Police.

6.2. **GENERAL:**

6.2.1. Contractors are required to apply appropriate technical and organisational security measures, commensurate with the requirements of Principle 7 of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) to the Data, e.g. make accidental compromise, loss or damage unlikely during storage, handling, use, processing transmission or transport, deter deliberate compromise or opportunist attack, and promote discretion in order to avoid unauthorised access.

6.2.2. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems are nationals of an EU Member State unless otherwise agreed in advance with North Wales Police.

6.2.3. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems have been vetted to a level deemed satisfactory by North Wales Police and have proved NWP with a valid National Insurance Number.

6.2.4. Contractors must ensure that access to NWP data and/or systems is confined to their authorised staff, agents & subcontractors/supplier. Any access to NWP premises, systems or data must be necessary in order to achieve the purpose of the contract or agreed services with North Wales Police. In the event that an authorised individual ceases to be involved with the purpose, access rights to the North Wales Police premises, systems and information must be withdrawn. Contractors must ensure that no unauthorised personnel have access to North Wales Police data, systems or premises.

6.2.5. There will be no use of sub-contractors to process North Wales Police data or to access NWP systems or premises without the prior written approval of the Chief Constable (Data Controller) or his designated representative.

6.2.6. Contractors must ensure that any perceived security incidents or vulnerabilities regarding access to NWP data, premises or systems identified by their employees, agents & subcontractors/suppliers are reported to the representatives of the Chief Constable at the earliest opportunity. North Wales Police will expect that all contractors will extend full co-operation to the NWP representatives in relation to the investigation of any such incident or mitigation of any damage arising from such incident.

6.3. ON NWP PREMISES:

6.3.1. All contractor personnel visiting NWP premises will be required to produce current ID in an approved format. They should have this ID on them at all times and should be able to produce it for inspection on request.

6.3.2. On arrival at police premises, contractor personnel will be required to identify themselves at the Reception or front desk and they will be asked to sign in. They will be provided with a temporary pass which they will be required to wear at all times.

6.3.3. If they are provided with escorted access to the building, they should ensure that they remain with their escort at all times.

6.3.4. If permitted unescorted access to a working area, they must confine their activities to that area and not wander elsewhere within police buildings without permission.

6.3.5. Contractors or subcontractors and their personnel must comply with NWP’s internal security and safety rules and shall follow any instructions given by NWP authorised personnel in relation to security or health and safety matters whilst on NWP premises. Any failure to comply with NWP's security or safety instructions may result in access to the premises being denied or the personnel being expelled from NWP premises.

6.4. REMOTE ACCESS:

6.4.1. All remote access to NWP systems will comply with the security requirements set out by North Wales Police.

6.4.2. An adequate level of physical security must be maintained at the contractor’s premises from where remote access to NWP systems is obtained. North Wales Police reserves the right to undertake site inspections to determine whether site security is satisfactory and to require the implementation of additional security measures.

6.4.3. All tokens, password generators etc. used in the remote access process must be stored securely on the contractors' premises and will be locked away when not in use. They will be accessible only to authorised employees of the contractor.

6.4.4. All access to the NWP network will be configured to ensure that contractors can only access those areas to which they are permitted access. No attempt should be made to access any other areas of the network.

6.4.5. Contractors will keep detailed records of all remote access to the NWP network including date, time, purpose for access, who by and the work carried out. The records should be available for inspection by North Wales Police representatives as required. All access to North Wales Police systems will be audited and monitored as necessary by North Wales Police.

6.5. **INFORMATION HANDLING:**

6.5.1. Contractors must ensure that all employees, agents & subcontractors/suppliers with access to North Wales Police data and/or systems receive adequate data protection & information security awareness training.

6.5.2. Contractors must handle and protect protectively marked information or material or personal data provided to them or generated by them during the course of their relationship with North Wales Police in accordance with its protective marking. They must not transmit any protectively marked information or material or personal data to a subcontractor or other person without the prior written consent of NWP.

6.5.3. Contractors must ensure that protectively marked material or information (including personal data) provided to them or generated by them during the course of their relationship with North Wales Police is held securely and appropriate security measures are applied as defined in section 6.

6.5.4. Protectively marked information or personal data released to the contractor or subcontractor or generated under contractual activity shall not be used for purposes other than those defined by the contract and shall not be disclosed to third parties without the prior written consent of North Wales Police.

6.5.5. All North Wales Police data held by external contractors will be subject to regular back up in a format to be agreed by North Wales Police.

6.5.6. Where an external contractor has access to North Wales Police data for the duration of a contract, when this period ends, the data will be returned to North Wales Police or securely destroyed in line with NWP instructions. If the data has been destroyed, the contractor must confirm this action in writing. All North Wales Police data obtained by the contractor shall be destroyed or deleted securely when no longer required for the purpose.

6.5.7. Contractors must comply with any data processor agreement requirements where these are in place.

6.5.8. Contractors must comply with any case by case security requirements placed upon them by North Wales Police.

7. DATA PROTECTION

7.1. The Contractor must have measures in place to ensure compliance with all aspects of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) that arise in connection with this Agreement.

7.2. In order to comply with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) Contractor must have in place and provide evidence of sufficient guarantees, regarding appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

7.3. The Contractor must also provide the above guarantees in respect of processing non-personal data which is owned by or relates to NWP which is processed electronically or manually, to include information relating to its communication systems and any analysis.

7.4. These measures apply during the development, implementation and the support and maintenance stages as within this Agreement.

7.5. These guarantees must include at least:

7.5.1. Security measures to IES/IS027001;

7.5.2. An adequate and implemented Information Security Policy to ensure sufficient data security;

7.5.3. Sufficient awareness training to ensure Data Protection and Information Security compliance;

7.5.4. Adequate Staff recruitment procedures to include security screening to the agreed level;

7.5.5. Sufficient disciplinary procedures must be in place to guarantee organisational security measures;

7.5.6. Adequate access to controls.

7.5.7. The Contractor must be able to provide adequate evidence of audit trails when requested.

7.5.8. The databases, worksites and building etc. must be secure to ensure the safety of the data.

7.5.9. There must be adequate, documented, and practised back-up, disaster recovery and business continuity measures;

7.5.10. An adequate security incident procedure to include reporting structure to the PCC;

7.5.11. Adequate secure deletion/destruction of data measures, relating to the PCC;

7.5.12. The purpose of the data processing.

7.5.13. Where any processing of personal data is undertaken there must be a signed Data Processor Agreement in place.

7.6. The Contractor must not further process for reasons other than those agreed in the Agreement nor use an outside contractor without the prior authority of the PCC, except for criminal investigation and national security e.g. requests under the Regulation of Investigatory Powers Act 2000. The Contractor must obtain the consent of NWP before disclosing to any person or organisation any details relating to the data received, information they collect, or results they obtain from the data. The data will remain the property of North Wales Police at all times.

7.7. Retention to include manual records and electronically held data.

7.7.1. The Contractor must store the data securely until its safe destruction and for no longer that the standard times set by this Agreement. The PCC requires that data and files be kept for two years after this Agreement has been completed.

7.8. The method of data transfer to and from the Contractor must be secure to ensure data cannot be lost or intercepted en route. Loss, destruction or modification of North Wales Police’s data processed by the Contractor will be the responsibility of the CONTRACTOR; they should take all necessary steps to back up and safeguard the data.

7.9. The Contractor must allow security visits and provide evidence of their security measures when requested by the PCC.

7.10. The Contractor agrees to comply with the Force Information Standards Procedure (FISP) and Information Security Incidents and Personal Data Breach Procedure)

7.11. The Contractor where required as part of the delivery of goods or services to the customer must handle or process Government Security Classification (GSC) protectively marked information in accordance with the Government Security Classification (GSC) Scheme shall do so in compliance with the HMG Security Policy Framework.

8. CONTRACTORS AND SUB-CONTRACTORS APPROVAL TO WORK ON THIS CONTRACT

8.1. All individuals directly involved in this contract must comply with the required Non Police Personnel Vetting (NPPV) vetting level.

8.2. Non-Police Personnel Vetting Assesses the honesty, integrity, reliability, and the overall suitability for clearance of anyone other than police officers, police staff and members of the special constabulary, who have unsupervised physical or remote access to any of the following:

Police premises
Information and intelligence
Financial or operational assets
Corporate databases
Data networks or hard copy material

8.3. For the purpose of this contract the following level of vetting is required:

Level	Description	Classification Marking
NPPV2 Abbreviated	This level of vetting is applicable to non-police personnel with access to police premises. Also used for contractors who have supervised (on our premises) contact with the Public on behalf of NWP Also used for contractors who have supervised (on our premises) contact with the Public on behalf of NWP Looks into the individual only	NPPV2 allows access to classified police material or information up to Official – Secret
NPPV2	This level of vetting is applicable to non-police personnel with access to police premises and or systems. Looks into the individual and direct family	NPPV2 allows access to classified police material or information up to Official – Secret
NPPV3	This level of vetting grants the applicant to have unsupervised, unrestricted access to police premises and systems and could include those working in areas where the police roles have been identified as designated posts Allows Unsupervised Access to Police Material, Premises, ICT and ICT via dial-in. Also used for contractors who have unsupervised contact with the Public on behalf of NWP Looks into the individual and direct family	NPPV3 allows access to classified police material or information up to SECRET and occasional access to TOP SECRET.

8.4. All vetting must be undertaken via Warwickshire Police National Vetting Scheme, who undertakes vetting on behalf of all UK Police Forces to the required NPPV level.

8.5. A database containing a full list of companies participating in the scheme and details of members of their staff who have received NPPV clearance by

Warwickshire is available to all UK Police Forces.

8.6. The Warwickshire scheme eradicates the need for forces to duplicate the vetting of National Police System contractors who require access to more than one police force.

8.7. The contractors will be required to pay any fees associates with any vetting requirements.

8.8. The link below will provide all the necessary information for you to register as well as current fees and general information.
https://cms.warwickshire.police.uk/article/44522/The-National-Contractor-Vetting-Scheme

8.9. It will take a few days to set up an account but this only has to be done once.

8.10. Please ensure that you forward your confirmation email/letter to confirm the vetting approval for any new or renewed applications to procurement@nthwales.pnn.police.uk in addition any person attending Site must have proof of vetting with them at all times.

8.11. Where staff have been vetted via Warwickshire Police under the National Scheme a copy of the certificate and National Insurance Number should be submitted as above.

8.12. The PCC must be informed of any candidate who is vetted but leaves the contractors employment, no longer works on this contract or has a change in status.

8.13. Further information can be obtain by contacting the Force Vetting Unit : 01492805434 or email ProfStandardsForceVettingUnit@nthwales.pnn.police.uk

8.14. **WHO WILL BE VETTED AND HOW OFTEN?**

8.14.1. It is impossible to list all vetting requirements but generally includes (but is not limited to):

- Those who will have access to IT systems
- Those who will come into contact with members of the Public in the name of the PCC
- Those who will have unescorted access to police premises or property.

8.14.2. Vetting will be repeated in accordance with NPCC guidance.

8.14.3. It is the responsibility of the individual to inform NWP of any changes in circumstance.

9. STANDARDS OF PROFESSIONAL BEHAVIOUR EXPECTED

9.1. INTRODUCTION

9.1.1. Public confidence in the police service means that all individuals within the police family demonstrate the highest level of personal professional standards of behaviour. Temporary/agency staff and contractors working for the PCC are an important part of that police family, providing services through various activities that they perform. It is critical that temporary staff and contractors act, and are seen to act in the best interests of the service at all times, and that they treat all with whom they come into contact with dignity and respect.

9.1.2. The standards set out below reflect the expectations that the police service have on how temporary/agency staff and contractors behave. They are not intended to describe every situation but rather to set a framework, which everyone can easily understand.

9.1.3. A breach of these standards may damage confidence in the police service, which is totally unacceptable. Consistent or serious breaches of the standards will lead to appropriate action.

9.1.4. Contractors (this includes staff from partner agencies that work on a temporary or permanent basis with the Police) – breaches of the standards may result in the removal of an individual from the PCC premises. In certain circumstances such behaviour may jeopardise the contract.

9.2. HONESTY AND INTEGRITY

9.2.1. Remain honest, act with integrity and do not compromise or abuse your position.

9.2.2. Contractors will act with integrity and remain open and truthful in their dealings with the public and their colleagues, so that confidence in the PCC is secured and maintained.

9.3. AUTHORITY, RESPECT AND COURTESY

9.3.1. Act with self-control and tolerance, treating members of the public and colleagues with dignity, respect and courtesy.

9.3.2. Individuals should not abuse their powers or authority and respect the rights of all.

9.3.3. Contractors must never abuse their authority or any powers entrusted to them. The public have the right to expect that such powers are used professionally, impartially and with integrity.

9.3.4. Behaviour, which in any way is deemed offensive or demeaning, is not acceptable and forms a serious breach of the standards.

9.4. EQUALITY AND DIVERSITY

9.4.1. Act with fairness and impartiality ensuring that you do not discriminate unlawfully or unfairly.

9.4.2. Contractors must pay due regard to the need to eliminate unlawful discrimination and promote equality of opportunity. The PCC is determined to ensure that no member of the public or the police family including temporary/agency staff and contractors receive less favourable treatment because of pregnancy, maternity, gender, marital status, civil partnership sexual orientation/sexuality, gender reassignment disability, race, age, religion/belief, nationality, ethnic or national origins.

9.5. USE OF RESTRAINT

9.5.1. Only use restraint as part of your role and responsibilities to the extent that is necessary, proportionate and reasonable in all the circumstances.

9.5.2. Contractors in specific designated roles may need to use restraint in carrying out their work. This must be a last resort and only after other means have proven ineffective.

9.6. INSTRUCTIONS

9.6.1. Only give and carry out reasonable instructions.

9.6.2. Follow all reasonable instructions and abide by relevant Force policy.

9.6.3. Contractors shall not give or carry out instructions, which an individual would conclude as unreasonable. Temporary/agency staff and contractors must support their colleagues at work and abide by the terms and conditions of employment and /or contract.

9.7. WORK AND RESPONSIBILITIES

9.7.1. Individuals should remain diligent in the exercise of their work and responsibilities.

9.7.2. Contractors shall not knowingly neglect their work or responsibilities and will have a responsibility to exercise reasonable care to prevent injury, loss of life or loss/damage to the property of others.

9.8. CONFIDENTIALITY

9.8.1. Treat information with respect and access or disclose it only in the proper course of your work.

9.8.2. Information that comes into the possession of a temporary/agency member of staff and contractors in the course of their work should be treated as confidential and only disclosed to those authorised to receive it. Such information must not be used for personal gain or benefit, or be passed on to others who may use it in this way.

9.8.3. Contractors must adhere to the principles contained within the Force's 'A practitioner's guide to information and security'.

9.9. FITNESS AT WORK

9.9.1. When at work be fit to carry out your duties.

9.9.2. Contractors must not make themselves unfit or impaired for work as a result of drinking alcohol, using a substance for non-medical purposes or intentionally misusing a prescribed drug.

9.9.3. Where an individual becomes aware of any health concerns that may impair their ability to perform their work they should seek guidance from their relevant line manager / supervising officer for contractors and if appropriate reasonable adjustments may be made.

9.10. DISCREDITABLE CONDUCT

9.10.1. All individuals shall ensure they behave a manner, which does not discredit the police service or undermine public confidence in the police service.

9.10.2. All convictions or cautions for a criminal offence must be reported.

9.10.3. The behaviour of Contractors on duty reflects on the image of the PCC and therefore they should not engage in any activities, which could bring discredit upon the Force.

9.10.4. Standards of individual dress are important in presenting a professional image amongst the public and colleagues. Temporary/agency staff and contractors must maintain a standard of appearance appropriate to their individual role.

9.10.5. Consumption of alcohol must not be consumed at any time when performing work duties.

9.11. CHALLENGING AND REPORTING IMPROPER CONDUCT

9.11.1. All individuals must report, challenge or take action against the conduct of colleagues, which have fallen below the standards of professional behaviour.

9.11.2. The PCC expects contractors to uphold standards of professional behaviour by taking appropriate action if they come across the conduct of a colleague, which has fallen below these standards. They should never ignore such conduct and should report it to their relevant line manager / supervising officer for contractors.

9.12. **CONCLUSION**

9.12.1. The public have a right to expect the police service to protect them by upholding the law and providing a professional police service. All members of the police family including temporary/agency staff and contractors have the right to a working environment free of harassment, inequality or discrimination from others within the service and members of the public. The PCC will proactively support such a working environment.

11. PRIVACY NOTICE

This notice explains how North Wales Police processes personal data about individuals which includes the collection, storage, and sharing of that information. It also describes the steps we take to ensure that the personal data we hold is protected, and explains the rights individuals have in regard to their personal data handled by North Wales Police.

The processing of personal data is governed by the Data Protection Act 2018 and the associated General Data Protection Regulation (GDPR) and North Wales Police has notified with the **Information Commissioner** as a 'Controller' [registration no: Z4895270]. The Chief Constable of North Wales Police is the Controller and he has an obligation to ensure that all personal data is held and processed in accordance with the law. North Wales Police takes that responsibility very seriously and takes great care to ensure that personal data is handled appropriately in order to secure and maintain individuals' trust and confidence in North Wales Police.

1. Why do we handle personal data?

North Wales Police obtains, holds, uses and discloses personal data for two broad purposes:

A. The Policing Purpose – which includes, but is not limited to:

- Preventing and Detecting Crime
- Apprehending and Prosecuting Offenders
- Protecting Life and Property
- Preserving Order
- Maintaining Law and Order
- Providing Assistance to the Public in accordance with force policies and procedures; and
- Any duty or responsibility of the police arising from common or statute law

B. The provision of services to support the Policing Purposes – which include, but are not limited to:

- Staff/ Pensioner Administration, Occupational Health and Welfare
- Public Relations/ Media
- Finance/ Payroll/ Benefits/ Accounts/ Audits/ Internal Review
- Training/ Health & Safety Management
- Property/ Insurance/ Vehicle/ Systems and Transport Management
- Complaints
- Vetting
- Legal Services/ Information Provision
- Management of information technology systems
- Licensing/ Registration
- Research (including surveys and analytics)/ Performance Management
- Sports/ Recreation
- Procurement
- Planning/ Testing/ Security

- Strategy and Policy development
- Social Media Correspondence and analysis

North Wales Police will only use appropriate personal data that is necessary to fulfil our particular purposes. It will be adequate, relevant and not excessive.

It will be kept accurate, up to date and destroyed when no longer required.

North Wales Police is required to conduct Customer Satisfaction Surveys to evaluate our performance and effectiveness. We may contact individuals, such as victims of crime of those reporting incidents, and ask them to give us their opinion of the service we are providing to the public. We use the information given to improve our service wherever we can. North Wales Police like many police forces uses a private company to undertake such surveys on our behalf with strict controls to protect the personal data of those involved.

2. Our lawful basis for processing data

The use and disclosure of personal data is governed in the United Kingdom by the Data Protection Act 2018. The Chief Constable of North Wales Police is the Controller and he has an obligation to ensure that North Wales Police handles all personal data in accordance with the legislation.

It will only be collected and used by North Wales Police to carry out its legal and legitimate functions as defined by legislation, common law and best practice; in accordance with the Policing and Supported Policing Purposes detailed above

As North Wales Police processes many categories of data for various reasons, North Wales Police may also rely on other lawful bases like those necessary for a contract, those necessary for compliance with a legal obligation, or in your vital interest.

Where sensitive or 'special categories' data is being collected, additional lawful bases will apply like having explicit consent, necessary for employment, social security, defending against legal claims, for a substantial public interest (such as the Policing Purpose) and for preventative or occupational health or medicine, amongst other reasons.

In each case where information is being requested by North Wales Police we will specify at the time of collection of data, usually through a service specific privacy notice, which lawful basis above we are relying on for the processing of that data.

Where North Wales Police uses information for the purposes of a newsletter mailing list or anything considered to be 'marketing' then your information will be processed under the condition of consent.

3. Whose personal data do we handle?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain, use and disclose (see section 8 below) personal data relating to a wide variety of individuals including the following:

- Offenders and suspected offenders
- Victims (current, past and potential)
- Witnesses
- Persons given a caution or a warning
- Persons subject to judicial and other disposals including convictions, bind overs, discharges, acquittals, orders made under legislation
- Suspect offenders under the age of 10
- Other individuals necessarily identified in the course of police enquiries or activities
- Staff, former staff and potential staff including volunteers, agent, temporary and casual workers
- Relatives, guardians and associates of the people we are processing personal information about
- Advisers, consultants and other professional experts
- Pensioners and beneficiaries
- Suppliers and contractors
- Complainants, correspondents, litigants and enquirers

4. What types of personal data do we handle?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain, use and disclose (see section 8 below) personal data relating to or consisting of the following:

- Personal details such as name, address, email, and biographical details;
- Family, lifestyle and social circumstances;
- Skill and interests;
- Education and training details;
- Employment details;
- Financial details;
- Services provided;
- Sound and visual images;
- Licences or permits held;
- References to manual records or files;
- Information relating to health and safety;
- Complaint, incident, civil litigation and accident details.

We also process Special Category information that may include:

- Physical or mental health details;
- Racial or ethnic origin;
- Trade union membership;
- Political opinions;
- Religious or other beliefs;
- Sexual life and sexual orientation;
- DNA, fingerprints and other genetic or biometric samples.

We also process information relating to criminal conviction and offence data including:

- Offences and alleged offences
- Criminal proceedings, outcomes and sentences
- Criminal intelligence

Where possible and/or appropriate you will be informed of the reason for collecting, holding and using your personal information. Although, in view of the statutory functions of North Wales Police, this may not always be possible as doing so may prejudice the Policing functions (as detailed above).

5. Where do we obtain personal data from?

In order to carry out the purposes described under section 1 above, North Wales Police may obtain personal data from a wide variety of sources, other than the individual directly, which includes the following:

- Other law enforcement agencies
- HM Revenue and Customs
- International law enforcement agencies and bodies
- Licensing authorities
- Legal representatives
- Prosecuting authorities
- Defence solicitors
- Courts
- Prisons
- Security companies
- Partner agencies involved in crime and disorder strategies
- Private sector organisations working with the police in anti-crime strategies
- Voluntary sector and charitable organisations
- Approved organisations and people working with the police
- Independent Office for Police Conduct
- Her Majesty's Inspectorate of Constabulary
- Auditors
- Office of the Police and Crime Commissioner
- Central government, governmental agencies and departments
- Emergency services
- Relatives, guardians or other persons associated with the individual
- Current, past or prospective employers of the individual
- Healthcare, social and welfare advisers or practitioners
- Education, training establishments and examining bodies
- Business associates and other professional advisors
- Employees and agents of North Wales Police
- Suppliers, providers of goods or services
- Persons making an enquiry or complaint
- Financial organisations and advisors
- Credit reference agencies
- Survey and research organisations
- Trade, employer associations and professional bodies
- Local government
- Ombudsmen and regulatory authorities
- The media

- Data Processors working on behalf of North Wales Police

North Wales Police may also obtain personal data from other sources such as its own CCTV systems, Body Worn Video, training records, or correspondence.

6. How do we handle personal data?

In order to achieve the purposes described under section 1, North Wales Police will handle personal data in accordance with the Data Protection Act 2018. In particular we will ensure that personal data is handled fairly and lawfully with appropriate justification.

We will strive to ensure that any personal data used by us or on our behalf is accurate and relevant. We will also ensure it is:

- Not excessive;
- Kept up to date as required;
- Protected appropriately; and is
- Reviewed, retained and securely destroyed when no longer required.

We will also respect individuals' rights under the Data Protection Act 2018.

7. How do we ensure the security of personal data?

North Wales Police takes the security of all personal data under our control very seriously. We will comply with the relevant parts of the Data Protection Act 2018 relating to security, and seek to comply with the National Police Chief's Council (NPCC) Community Security Policy and relevant parts of the ISO27001 Information Security Standard.

We will ensure that appropriate policy, training, technical and procedural measures are in place, including audit and inspection, to protect our manual and electronic information systems from data loss and misuse, and only permit access to them when there is a legitimate reason to do so, and then under strict guidelines as to what use may be made of any personal data contained within them. These procedures are continuously managed and enhanced to ensure up-to-date security.

8. Who do we disclose personal data to?

In order to carry out the purposes described under section 1, North Wales Police may disclose personal data to a wide variety of recipients, including those from whom personal data is obtained (as listed above). This may include the following:

- Disclosures to other law enforcement agencies (including international agencies)
- Partner agencies working on crime reduction initiatives
- Partners in the Criminal Justice arena
- Other partner agencies working with North Wales Police
- Customs and Excise
- Victim Support Services

- To bodies or individuals working on our behalf such as IT contractors or survey organisations
- Security companies
- Local government
- Central government
- Ombudsmen and regulatory authorities
- The media
- International agencies concerned with the safeguarding of international and domestic national security
- Third parties involved with investigations relating to the safeguarding of national security
- To other bodies or individuals where necessary to prevent harm to individuals
- Licensing authorities
- Service providers
- Family and associates of the individuals we process information about
- Healthcare professionals
- Current, past and prospective employers
- Educators and Examining bodies
- Law enforcement and prosecuting authorities
- Legal representatives
- Defence solicitors
- Independent Office for Police Conduct (IOPC)
- The disclosure and barring service
- Private sector organisations working with police in anti-crime strategies
- Voluntary sector organisations
- Approved organisations working with the police
- Offices of the Police and Crime Commissioner
- Emergency services
- Business associates and professional advisers
- Persons making an enquiry or complaint
- Data processors
- Financial organisations
- Credit reference agencies
- Survey and research organisations
- Trade and employer associations and professional bodies
- Crown Prosecution Service
- HM Courts Service
- National security anywhere in the world

Disclosures of personal data will be made on a case-by-case basis, using the personal data that is appropriate and proportionate to a specific purpose and lawful basis, and with necessary controls in place.

Where possible, you will be informed if we intend to use or share your information for a non-obvious purpose, either directly, via the Force's website or other means of communication.

We will work with partner agencies and may share your information with them. All attempts to anonymise the personal information will be considered in the first instance and only personal information will be shared if there is a legal basis in which to do so and after having fully considered your rights to privacy.

We will actively manage our Information Assets in conjunction with Information Asset Owners who will manage and monitor the information through its lifecycle.

Some of the bodies or individuals to which we may disclose personal data may be situated outside of the European Union - some of which do not have laws that protect data as extensively as in the United Kingdom. If we do transfer personal data to such territories, we undertake to ensure that there are appropriate safeguards in place to certify that it is adequately protected as required by the Data Protection Act 2018.

North Wales Police will also disclose personal data to other bodies or individuals when required to do so by, or under, any act of legislation, by any rule of law, and by court order. North Wales Police may also disclose personal data on a discretionary basis, as allowed by law.

9. What are the rights of the individuals whose personal data is handled by North Wales Police?

Right to be informed

This is provided for in Articles 13 and 14 of GDPR and Section 44 of the Data Protection Act 2018 which sets out the general duties of a Controller. This Privacy Notice addresses that requirement.

Right of Access

Individuals have the right to apply for a copy of their personal data held by North Wales Police. This right, commonly referred to as Subject Access is created by Article 15 of GDPR and Section 45 of the Data Protection Act 2018 and is used by individuals who want to see a copy of the information an organisation holds about them (subject to exemptions).

Right to Rectification

Article 16 of GDPR and Section 46 of the Data Protection Act 2018 provides individuals with the right to have inaccurate personal data rectified or completed if it is incomplete. This may involve North Wales Police providing a supplementary statement to the incomplete data.

Right to Erasure

Article 17 of GDPR and Section 47 of the Data Protection Act 2018 provides individuals with the right to have personal data erased. This is known as the ‘right to be forgotten’. The right is not absolute and only applies in certain circumstances.

Right to Restrict Processing

Article 18 of GDPR and Section 47 of the Data Protection Act 2018 provides individuals with the right to restrict processing of their personal data in certain circumstances. This means that an individual can limit the way an organisation uses their data.

Right to Data Portability

Article 20 of GDPR provides individuals with the right to receive personal data they have provided to a Controller in a structured, commonly used and machine readable format. It also gives them the right to ask a Controller to transmit this data directly to another Controller.

Right to Object

Article 21 of GDPR provides individuals with the right to object to:

- processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority;

- Direct marketing; and

- processing for purposes for scientific/historical research and statistics.

Rights related to automated decision making including profiling

Article 22 of GDPR and Sections 49/50 of the Data Protection Act 2018 makes provision to protect individuals from processing carried out solely by automated decision making that has legal or similarly significant effects on them.

In the event that you would like to raise a data protection complaint with North Wales Police regarding the processing of your personal data, please contact us using the details provided under section 12 below.

If after making a data protection complaint to North Wales Police you still feel your concerns were not full addressed you can contact the ICO using the details below:

The Information Commissioner's Office, Wycliffe House, Wilmslow, Cheshire, SK9 5AF

Telephone: 01625 545700 or 0303 123 1113 (local rate)

Website: **https://ico.org.uk/**

10. How long does North Wales Police retain personal data?

North Wales Police keeps personal data for as long as is necessary for the purpose for which it was collected and processed. Records containing personal data relating to matters of intelligence, public protection, violent and sexual offenders, missing persons, case and custody, crime and incident, firearms, child abuse investigations and domestic abuse will be retained in accordance with the College of Policing

Authorised Professional Practice (APP) on the Management of Police Information. Other records are held in accordance with our Review, Retention and Disposal Schedule.

We may use your personal information to analyse our performance and effectiveness. In some cases it may be necessary to contact you and ask you to assist us in the analysis in order to gather information about the services we provide.

Information Management policies and procedures are implemented and continually reviewed to ensure continual improvements in the way in which information is handled by reflecting any changes in legislation and developments in case law as necessary.

All staff and contractors are suitably vetted and trained in the appropriate policies and procedures for ensuring the correct handling of personal information. Staff receive training at the start of employment and refresher training as deemed necessary.

We will proactively monitor the legitimate use and quality of information through audits and transaction monitoring. Any breaches are taken seriously and disciplinary/ criminal investigations are undertaken as necessary. North Wales Police will not tolerate any misuse of information.

11. Monitoring

North Wales Police may monitor or record and retain telephone calls, texts, emails and other electronic communications to and from the force in order to deter, prevent and detect inappropriate or criminal activity, to ensure security, and to assist the purposes the purposes described above. North Wales Police does not place a pre-recorded ‘Fair Processing Notice’ on telephone lines that may receive emergency call (including misdirected ones) because of the associated risk of harm that may be caused through the delay in response to the call.

We will ensure statutory rights to information under the provisions of the Data Protection Act 2018; Freedom of Information Act 2000 and Environmental Information Regulations 2004 are addressed (Our Data). Should you find any of the information we hold about you is incorrect or misleading, we will ensure it is thoroughly assessed and corrected where appropriate.

12. Contact Us

To exercise any of the rights under section 9 above relating to personal data being held by North Wales Police, a request should be made using the details below. Any individual with concerns over the way North Wales Police handles their personal data may also contact our Data Protection Officer using the details below:

Email: dataprotectionenqs@nthwales.pnn.police.uk

Mail: Data Protection Officer, North Wales Police Headquarters, Glan y Don, Colwyn Bay, LL29 8AW Telephone: 01492 805125

SECTION 1B - TERMS AND CONDITIONS OF CONTRACT

1. INTRODUCTION

1.1. The Police and Crime Commissioner (PCC) is prepared to receive Tenders for the requirement as detailed in this document and in accordance with these Conditions of Contract and any Special Conditions of Contract. Tenders which do not comply with these Conditions may not be considered.

1.2. These Conditions shall be incorporated in any contract (or order) made by the PCC for the purchase of goods and/or services unless they are specifically excluded by the PCC and shall apply to the extent that they are not inconsistent with any special conditions of this Agreement.

1.3. The submission of a Tender for the supply of goods and/or services set out in the Form of Tender shall be made only in accordance with these Tender Documents and the PCC shall not be bound by any variation, addition to or waiver of any condition contained in these Tender Documents except as shall have been specifically agreed between the PCC and the Contractor in writing and signed on behalf of the PCC by an Authorized Signatory.

1.4. Any clauses in the Contractor's own conditions of sale or contract or any supplementary condition or letter which are at variance with these Tender Documents shall be overridden by these Tender Documents unless specifically agreed in writing in accordance with the above paragraph.

2. DEFINITIONS

2.1. In the Agreement except where the context otherwise requires:

2.1.1. the terms and expressions set out in Definition Section of this tender shall have the meanings ascribed therein;

2.1.2. words importing the singular meaning include where the context so admits the plural meaning and vice versa;

2.1.3. words importing the masculine include the feminine and the neuter;

2.1.4. reference to a clause is a reference to the whole of that clause unless stated otherwise;

2.1.5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

2.1.6. references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

2.1.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

2.1.8. Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

3. PCC’S OBLIGATIONS

3.1. Save as otherwise expressly provided, the obligations of the PCC under the Agreement are obligations of the PCC in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the PCC in any other capacity, nor shall the exercise by the PCC of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the PCC to the Contractor.

4. ENTIRE AGREEMENT

4.1. The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

5. SUFFICIENCY OF INFORMATION

5.1. The Contractor shall be deemed to have examined the requirements specified, and these General Conditions of Contract. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in these Conditions of Contract on which the Contractor could reasonably have satisfied itself beforehand.

5.2. The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the accuracy and sufficiency of the rate and prices stated by him in his tender which shall (except in so far as it is otherwise provided in this Agreement) cover all his obligations under this Agreement and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.

6. SCOPE OF AGREEMENT

6.1. Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between the PCC and the Contractor.

7. SPECIFICATION

7.1. Where an appropriate Standard Specification or Standard Code of Practice issued by the British Standards Institution or EU is current one calendar month before the date of Tender, all goods and materials used or supplied and/or all workmanship is to be at least in accordance with that standard or such higher standard as may be specified. During the course of this Agreement the PCC may wish to make amendment to the Specification. The Contractor will use all reasonable endeavours to comply with the amended Specification and will advise the PCC of any variation in price, which may occur as a result of any amendments.

7.2. The Services shall be of the quality or to the standard required by the Service Standards but otherwise shall be in accordance with any specifications of the British Standard Institution (BSI) or the International Organisation for Standardisation (ISO) or the European Committee for Standardisation (CEN) relating to the services and current at the date of the tender.

8. PURCHASE FROM AN ALTERNATIVE SUPPLIER

8.1. Notwithstanding the provisions of Clause 65 (Termination on Default) the Tenderer, should the Contractor for any reason whatsoever fail to deliver any item the subject of this Agreement at any time throughout the Contract period or be otherwise in breach of or fail to fulfil any obligation imposed upon him by virtue of this Agreement the PCC may in its absolute discretion determine the same, without incurring liability, either in whole or in part or to the extent only of such failure or breach on the part of the Contractor, and the PCC may then purchase from another source any item required by them to make good any failure or breach on the part of the Contractor or, in the event of this Agreement being wholly determined, any items which but for the breach or failure of the Contractor might otherwise have been ordered from him.

9. WAIVER

9.1. The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 25 (Notices).

9.2. A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

9.3. If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

9.4. Failure by the PCC at any time to enforce the provisions of this Agreement or to require performance by the Contractor of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part the Tenderer or the right of the PCC to enforce any provision in accordance with these terms.

10. VARIATIONS

10.1. The PCC reserves the right on giving two [2] months written notice from time to time to require changes to the Goods/Service for any reasons whatsoever PROVIDED THAT such addition, omission or variation does not amount to a material change to the Specification. Such a change is hereinafter called “a Variation”. No such variation shall vitiate this Agreement.

10.2. Any such Variation shall be communicated in writing by the Contract Manager to the Contractor’s Representative in accordance with the notice provisions of Clause 25. All Variations shall be in the form of an addendum to the Agreement.

10.3. In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by the PCC and agreed in writing with the Contractor and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 71.

10.4. The Contractor shall provide such information as may be reasonably required to enable such varied price to be calculated.

10.5. The Contractor may request a variation provided that the request is made in writing, including any cost variation within seven [7] days of such occurrence first becoming known to the Contractor.

10.6. The PCC will either approve or reject in writing any variation proposed by the Contractor. When a variation is rejected a reason will be provided in writing with such rejection.

10.7. The Contractor will either approve or reject in writing any variation proposed by the PCC. When a variation is rejected a reason will be provided in writing with such rejection.

10.8. The PCC may remove any item that is no longer required, giving 28 days' notice and written confirmation. Unless any specific buy back agreements have been signed the PCC will take no responsibility for stock of product or material held by the Contractor.

10.9. The PCC may add any item to this Agreement, subject to the additions being related in nature to the goods/services being provided and no such additions shall vitiate this Agreement.

11. PRICE

11.1. The Tenderer shall comply with all the terms and conditions contained herein relating to pricing and price variations. No price variation will be considered otherwise than in accordance with the price variations detailed in this clause.

11.2. Tendered prices must include all costs incurred in providing the Goods/Service (including delivery) as specified in the Tender Documents but shall, unless otherwise indicated in the Tender Documents, exclude Value Added Tax, where applicable.

11.3. As regards any Goods comprised in this Agreement, or any component part or ingredient of such Goods, which may be or become subject to the payment of duty, any new duty, or any increase or decrease in duty existing at the date of the Tender payable in respect of such goods supplied under this Agreement, or in respect of any component part or ingredient the Tenderer, shall in the case of a new duty or increased duty be allowed to the Contractor and, in the case of a decreased duty, be allowed to the PCC.

11.4. As regards any services comprised in this Agreement, all costs associated with the provision of the Service are deemed to be included in the Service Charge. The Service Charge shall be inclusive of all staffing costs, training, travel expenses and administration. No additional charges will be paid by the PCC for the provision of the services throughout the night, at weekends or during public holidays unless agreed at the commencement of this Agreement.

11.5. Applications/or price variations will only be considered once per calendar year to become effective , in the event the contractual term is extended by both the parties a minimum of 28 days' prior notice has been given to the PCC, to take account of any alteration which has taken place in the rates of wages, costs of materials and transport.

11.6. Any claim for a price increase must be fully substantiated and proved to the satisfaction of the PCC by the production of purchase invoices, full details of costs or such other evidence as is considered essential to the examination of the claim. The imposition of price variations will not be carried out until formal acceptance is given in writing by the PCC (such acceptance will not unreasonably withheld). In the event, the PCC does not accept the proposed price variation, the performance of this Agreement will not be affected and the price will remain as previously agreed. Prices ruling at the date of provision of the goods and/or services and any retrospective price increases will not be accepted.

11.7. Price increases will not normally be accepted if above the General Retail Price Index.

11.8. If during the Contract period a decrease in the price of comparable quantities of similar goods/services is quoted or charged by the Contractor to other customers, the Contractor will implement such a reduced price in favour of the PCC and will notify, in writing, to that effect. Should the Contractor be unwilling to affect a price reduction of this nature, the PCC shall be free to purchase such items from the lowest priced source without incurring any liability.

11.9. The PCC reserves the right to determine this Agreement forthwith in the event that it deems any increase in price to be unreasonable.

11.10. All payments will be made in Pounds Sterling.

12. PAYMENT AND TAX

12.1. The PCC shall pay the undisputed sums due to the Contractor in cleared funds within thirty [30] days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the PCC. All invoices must be clearly marked with the relevant order number. The PCC will not pay any invoice that has an outstanding credit note against it.

12.2. Each invoice shall contain all appropriate references and a detailed breakdown of the goods/services provided and shall be supported by any other documentation reasonably required by the Contract Manager to substantiate the invoice.

12.3. Tax, where applicable, shall be shown separately on valid Tax invoices as a strictly net extra charge.

12.4. The Contractor shall not suspend the supply of the Goods/Services for failure to pay undisputed sums of money.

13. FEES AND EXPENSES

13.1. Fees tendered/quoted are to be fully inclusive of all disbursements, general and office overheads. No additional costs will be considered by the PCC.

13.2. VAT, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

14. RECOVERY OF SUMS DUE

14.1. Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the PCC in respect of any breach of the Agreement), the PCC may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the PCC.

14.2. Any overpayment by either Party, whether of the Price or of Tax, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

14.3. The Contractor shall make any payments due to the PCC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the PCC to the Contractor.

14.4. Exercise by the PCC of his rights under this Clause shall be without prejudice to any other rights or remedies available to the PCC under this Agreement.

15. PRICE ADJUSTMENT ON EXTENSION

15.1. Subject to Clause 11 the Price shall remain fixed for the Term.

15.2. In the event of a possible Extension, the PCC reserves the right to review any charges payable to the Contractor for the provision of the Goods/Services beyond the Term.

15.3. If the PCC exercises its rights under this Agreement in accordance with Clause 48 to extend the term, the PCC must agree the Price to be payable to or for the provision of any Goods/Services during the Extension, at least three [3] months prior to the end of the Term.

15.4. Any claim for an increase in the charges during an Extension will only be considered if the increase does not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (or another such index as notified to the Contractor in writing) between the Commencement Date and the date three [3] months before the end of the Term.

16. MONITORING OF PERFORMANCE

16.1. The Contractor shall comply with the monitoring arrangements set out in the ITT including, but not limited to, providing such data and information as the Contractor may be required to produce under the Agreement.

17. CONTRACT PERFORMANCE

17.1. The Contractor shall perform its obligations under this Agreement:

17.1.1. with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

17.1.2. in accordance with Good Industry Practice; and

17.1.3. in compliance with all applicable Laws.

17.2. The Contractor shall ensure that:

17.2.1. the Goods/Services conform in all respects with the Specification and, where applicable, with any sample approved by the PCC, and all applicable laws.

17.2.2. the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in this Agreement;

17.2.3. the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the PCC.

18. STANDARD OF THE WORKS

18.1. The standard of work shall be as specified in this Agreement. To the extent that the standard of work has not been specified the Contractor shall use good quality materials, the best applicable techniques and standards and execute this Agreement with care, skill and diligence in accordance with best practice.

18.2. The Contractor warrants and represents that all staff assigned to the performance of this Agreement shall possess such skill and experience as is necessary for the proper performance of this Agreement.

18.3. The Contractor shall provide the PCC with such reports of his work at such intervals and in such form as the PCC may require from time to time.

19. MANNER OF CARRYING OUT INSTALLATION WORK

19.1. The Contractor shall not deliver any materials or plant nor commence any work on the Premises without obtaining the prior written approval of the PCC. Notwithstanding the foregoing, the Contractor shall, at the PCC's written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement and substitute proper and suitable materials at the Contractor's expense as soon as reasonably practicable.

19.2. Any access to, or occupation of, the Premises which the PCC may grant the Contractor from time to time shall be on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under this Agreement and shall limit access to the Premises to such Staff as is necessary for that purpose. The Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on the Premises as the PCC may reasonably request.

19.3. When the Contractor reasonably believes it has completed the Installation Works it shall notify the PCC in writing. Following receipt of such notice, the PCC shall inspect the Installation Works and shall, by giving written notice to the Contractor:

19.3.1. accept the Installation Works, or

19.3.2. reject the Installation Works and provide reasons to the Contractor if, in the PCC's reasonable opinion, the Installation Works do not meet the requirements set out in the Specification.

19.4. If the PCC rejects the Installation Works in accordance with clause 19.3.2, the Contractor shall immediately rectify or remedy any defects and if, in the PCC's reasonable opinion, the Installation Works do not, within [5] Working Days, meet the requirements set out in the Specification, the PCC may terminate this Agreement with immediate effect by notice in writing.

19.5. The Installation Works shall be deemed to be completed when the Contractor receives a notice issued by the PCC in accordance with clause 19.3.1. Notwithstanding acceptance of any Installation Works in accordance with that clause, the Contractor shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the PCC of the Installation Works.

19.6. Throughout the Contract Period, the Contractor shall:

19.6.1. Have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the Installation Works;

19.6.2. Provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the Installation Works;

19.6.3. Not, in the performance of its obligations under this Agreement, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

19.7. On completion of any Installation Works the Contractor shall remove its plant, equipment and unused materials and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained therein, other than fair wear and tear, which is caused by the Contractor or any Staff.

20. PROPERTY

20.1. Where the PCC issues Property free of charge to the Contractor such Property shall be and remain the property of the PCC and the Contractor irrevocably licences the PCC and its agents to enter any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and Bailee of the PCC. The Contractor shall take all reasonable steps to ensure that the title of the PCC to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the PCC's request, store the Property separately and ensure that it is clearly identifiable as belonging to the PCC.

20.2. The Property shall be deemed to be in good condition and fit for its purpose when received by or on behalf of the Contractor unless the Contractor notifies the PCC otherwise within 5 Working Days of receipt.

20.3. The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with this Agreement and for no other purpose without prior Approval.

20.4. The Contractor shall ensure the security of the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Goods/Service, in accordance with the PCC's reasonable security requirements as required from time to time.

20.5. The Contractor shall be liable for any and all loss of or damage (excluding fair wear and tear) to any PCC Property, unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence or default of the PCC. The Contractor's liability set out in this clause shall be reduced to the extent that such loss or damage was contributed to by the negligence or default of the PCC. The Contractor shall inform the Contract Manager within two [2] Working Days of becoming aware of any defects appearing in or losses or damage occurring to PCC Property made available for the purposes of the Agreement.

21. QUANTITIES

21.1. The quantities stated in the Specification and operational requirements are those, which are estimated as the probable requirements of the PCC for the period of this Agreement, but the PCC may at its option require the supply and delivery under any term in the Specification of any quantity greater or less than the quantity specified in such item.

21.2. The quantities stated in the Tender Documents do not form a commitment of the PCC.

22. PROGRESS REPORTS

22.1. Where progress reports and other management information are to be submitted under this Agreement, the Contractor shall render such reports and management information as to the progress of the mutual obligations under this Agreement at the time and in such form as may be specified or as otherwise agreed between the PCC and the Contractor. Submission, receipt and acceptance of these reports shall not prejudice the rights of either party under this Agreement.

23. LICENCES AND PERMITS

23.1. If the performance of this Agreement requires any Licences or other permits, it shall be the responsibility of the Contractor to ensure that such Licence or other permits are available at no cost to the PCC at the place and at the time to enable unrestricted use by the PCC.

24. LIENS

24.1. The Contractor shall protect and shall hold all property of the PCC free from all liens, charges and other encumbrances.

24.2. If the performance of this Agreement requires any Licences or other permits, it shall be the responsibility of the Contractor to ensure that such Licence or other permits are available at no cost to the PCC at the place and at the time to enable unrestricted use by the PCC.

25. NOTICES

25.1. Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

25.2. Any notice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in this Agreement either:

25.2.1. by hand;

25.2.2. by registered or recorded delivery;

25.2.3. by facsimile or electronic mail transmission confirmed by registered first class post or recorded delivery within 24 hours of transmission;

25.2.4. if the notice is to the Contractor to the Contractor at his last known address or if to a limited company at its Registered Office, or

25.2.5. to the PCC and addressed to North Wales PCC, Procurement Department, Force Headquarters, Glan-y-Don, Colwyn Bay, LL29 8AW, North Wales and any Notices so served shall be deemed properly served.

25.3. Notices are deemed to have been served as follows: delivered by hand; on the day when they are actually received; sent by recorded delivery: two working days after posting, sent by facsimile or electronic mail; on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

25.4. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 25.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two [2] Working Days after the day on which the letter was posted, or four [4] hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

25.5. For the purposes of Clause 25.1 and 25.2, the address of each Party shall be:

25.5.1. For the PCC:

For the attention of:

Title: Head of Procurement

Address: North Wales Police, Procurement Department, Force Headquarters, Glan-y-Don, Colwyn Bay, LL29 8AW, North Wales

E-mail: Procurement@nthwales.pnn.police.uk

25.5.2. For the Contractor:

For the attention of the Person Named on the Form of Tender.

25.6. Either Party may change its address for service by serving a notice in accordance with this clause.

26. MISTAKES IN INFORMATION

26.1. The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the PCC by the Contractor in connection with the provision of the Goods/Services and shall pay the PCC any extra costs occasioned by any discrepancies, errors or omissions therein.

27. CONFLICTS OF INTEREST

27.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractor is placed in a position where in the reasonable opinion of the PCC there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to the PCC under the provisions of the Agreement. The Contractor will disclose to the PCC full particulars of any such conflict of interest which may arise.

28. PREVENTION OF CORRUPTION, FRAUD AND CARTELS

28.1. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by its employees, the Contractor (including its shareholders, members, directors) and/or any of the Contractor's suppliers, in connection with the receipt of monies from the PCC. The Contractor shall notify the PCC immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

28.2. The Contractor shall not be a party to a cartel, whether by price-fixing, market sharing or otherwise. If however, it becomes established that the Contractor is a party to a cartel (of any kind) the PCC will promptly report the fact (with details of the surrounding circumstances) to the Office of Fair Trading, and the PCC will terminate the Agreement.

28.3. The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the PCC any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the PCC, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.

28.4. The Contractor warrants that it has not paid commission or has agreed to pay any commission to any employee or representative of the PCC by the Contractor or on the Contractor's behalf. The Contractor warrants that it complies with the Bribery Act 2010 and that it has not been prosecuted or is being prosecuted as a result of a breach of this Act.

28.5. Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses 28.1 or 28.2 in relation to this or any other contract with the PCC, the PCC has the right to:

28.5.1. terminate the Agreement and recover from the Contractor the amount of any loss suffered by the PCC resulting from the termination, including the cost reasonably incurred by the PCC of making other arrangements for the provision of the Goods and any additional expenditure incurred by the PCC throughout the remainder of the Term; or

28.5.2. recover in full from the Contractor any other loss sustained by the PCC in consequence of any breach of this clause, whether or not the Agreement has been terminated.

29. RELEVANT EMPLOYEES

29.1. At the commencement of the Agreement and at any time thereafter on request, the Contractor shall make available for the purposes of this Agreement any Relevant Employees to enable the PCC to undertake any necessary security clearances. The Contractor shall provide the PCC with a list including the names, addresses, dates and places of birth, of all Relevant Employees regarded by the Contractor as key personnel and, if and when instructed by the PCC, all other Relevant Employees, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the PCC may reasonably require The Contractor shall not without the prior written approval of the PCC make any changes in the key personnel referred to in this paragraph.

29.2. The Contractor shall furnish the PCC with full individual details of all newly appointed personnel as may be required for the purpose of checking security clearance and if so directed by the PCC in the PCC's absolute discretion, ensure that a person does not obtain employment or continue to be employed by the Contractor on the delivery of the goods or provision of the services should they fail to attain security clearance. This does not prevent the individual from being employed by the Contractor but they must not work on or have access to the goods under this Agreement.

29.3. Security Clearance will take a minimum of 6 weeks.

29.4. The PCC can request the removal of the Contractor's personnel concerned with the Contract and/or to decline security clearance for any such personnel without providing a reason. No personnel will be allowed to visit premises the subject of this Agreement without security clearance. The Contractor must ensure that his list of security cleared personnel is constantly kept up to date and available for inspection by the PCC's personnel.

29.5. Where any change of circumstances or where any new information about personnel comes to the attention of the Contractor during the currency of the Agreement which may affect the decision on security clearance which has been taken by the PCC, the Contractor shall provide this to the PCC and shall comply with any decision made by the PCC in this clause.

29.6. The Contractor shall not permit any employee to bring any unauthorised personnel (including children and animals) on to any of the PCC's premises.

29.7. The Contractor's employees must not smoke or drink alcohol whilst on the PCC's premises. The PCC operates a non-smoking policy in all its vehicles, buildings and premises. Smoking for all personnel is totally prohibited whilst at work or on the PCC's premises. Smokers who wish to smoke will have to leave the PCC's premises entirely – including all car parks and grounds. This ruling applies to all suppliers and Contractors whilst on the PCC's premises or using vehicles belonging to the PCC.

29.8. The PCC will not accept any liability in respect of theft, loss or damage to personal property of the Contractor's employees.

29.9. The Contractor shall bear the cost of any action, notice, instruction or decision of the PCC under this Clause and will indemnify the PCC against all actions, suits, claims, demands, losses, charges, costs and expenses which the PCC may suffer or incur, directly or indirectly any action, notice, instruction or decision of the PCC under this Clause.

29.10. The Contractor will notify the PCC when any member of its staff who had access to any of the PCC's assets or systems leaves their employment. In accordance with the Contractor's policies and procedures when that staff member leaves, the Contractor will immediately disable their means of access to systems, and recover all keys, ID badges and items of uniform.

30. CANVASSING

30.1. Canvassing is prohibited and any Tenderer who is guilty of so doing will be disqualified and apart from any other action which may be taken against him will be debarred from tendering to the PCC for a minimum period of three [3] years following the date of expiry of this Agreement the subject of the Tender or other such period as may be prescribed by the PCC.

31. SUB-CONTRACTING

31.1. Where the Contractor enters into a sub-contract in accordance with Clause 32, with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding thirty [30] days from the receipt of a valid invoice, as defined by the sub-contract requirements.

32. ASSIGNMENT AND SUB-CONTRACTING

32.1. The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Agreement or any part of it without prior approval in writing from the PCC. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.

32.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

32.3. Where the PCC has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the PCC, be sent by the Contractor to the PCC within two [2] Working Days of such request.

33. CONTRACTOR’S DUTIES TO EMPLOYEES

33.1. The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000, the Race Relations (Amendment) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Disability Discrimination Act 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the European Community Goods and Services Directive 2004/113, the Employment Act 2006, the Sexual Discrimination Act 1975, the Sexual Discrimination Regulations 2003, the Employment Equality (Age Discrimination) Regulations 2006, the Equality Act 2006 or any statutory modification or re-enactment the Tenderer relating to discrimination in employment.

33.2. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of this Agreement.

33.3. The Contractor shall be required to fully comply with the Health & Safety at Work Act 1974 and with all regulations attached thereto. All health and safety information provided by the PCC to the Contractor for this purpose shall be provided to the Contractor's staff. If the Contractor is in breach of this condition, the PCC will be entitled to suspend this Agreement forthwith without prejudice to any other rights which the PCC may have, until such time as the breach has been rectified.

33.4. The Contractor shall keep proper records necessary for the satisfactory completion of this Agreement including wages, records and time sheets, showing the wages paid to and the time worked by the worker in his employ and about the execution of this Agreement. All such records shall be produced whenever required for the inspection by an officer authorised by the PCC.

33.5. The Contractor shall be responsible for the observance of this condition by Sub-Contractors employed within the United Kingdom in the execution of this Agreement and shall if required notify the PCC of the names and addresses of all such Sub-Contractors.

34. PERSONNEL

34.1. Both Parties agree that during and for one year following completion of the services engagement period, neither party will directly solicit for employment personnel assigned to this contact.

35. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

35.1. A person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the PCC or the Contractor) shall not have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to Clause 35. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

36. TUPE

36.1. The terms and Conditions as set out in the Special Terms and Conditions section of this document hereof shall have effect

37. ENVIRONMENTAL REQUIREMENTS

37.1. The Contractor shall, when working on the PCC's Premises, perform the Agreement in accordance with the PCC's Environmental Policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

37.2. The Contractor shall take action to minimise any adverse effect on the environment from the products used in fulfilment of this Agreement or from their manufacture, storage and supply in accordance with legislation and best practice at the time.

38. HEALTH AND SAFETY

38.1. The Contractor represents and warrants to the PCC that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods/Services to ensure that the Goods/Service are designed and performed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the PCC adequate information about the Goods/Services and about any conditions necessary to ensure that when put to use the Goods/Services will be safe and without risk to health.

38.2. The Contractor shall promptly notify the PCC of any health and safety hazards which may arise in connection with the performance of the Agreement. The PCC shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the PCC's Premises and which may affect the Contractor in the performance of the Agreement.

38.3. The Contractor shall indemnify the PCC against all actions, suits, claims, demands, losses, charges, costs and expenses which the PCC may suffer or incur as a result of or in connection with any breach of this Condition.

38.4. While on the PCC's Premises, the Contractor shall comply with any health and safety measures implemented by the PCC in respect of Staff and other persons working on those Premises.

38.5. The PCC recognises that contract work on NWP premises remains part of NWP undertaking. The duties to ensure that work is carried out in a safe manner cannot be totally delegated to the contractor. In the spirit of co-operation and partnership, NWP will endeavour to work with the contractor to ensure the highest standards of health and safety at all times.

38.6. The Contractor shall notify the PCC immediately in the event of any incident occurring in the performance of the Agreement on the PCC's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

38.7. The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974, and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Agreement.

38.8. The Contractor shall notify the PCC of any health and safety hazards of which it is aware (having made all reasonable enquiries) and which may arise in connection with the performance of this Agreement.

38.9. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the PCC on request.

38.10. The PCC will require that the Contractor takes all reasonable steps to carry out the work safely. The Health and Safety Policy, Risk Assessments and, where necessary, Method Statements must be supplied and complied with in all respects. The Contractor must be fully aware of, and comply with, all Health and Safety legislation and best practice applicable to the work being undertaken. The Contractor will take steps to monitor Health and Safety compliance, and will promptly act to correct shortcomings in organisation or arrangements. Participating Authorities may issue guidelines to contractors, which they would be expected to observe.

38.11. It is essential that Risk Assessments and Method Statements are available not only for the initial contract bid purposes, but are also developed and applied on all future work on NWP premises. To this end, tenderers are required to submit a generic Risk Assessment/Method Statement, together with one site-specific Risk Assessment/Method Statement with this tender submission. Contractors who are subsequently awarded contract status will be required to provide a site-specific Risk Assessment/Method Statement which they are invited to bid for. Contractors that require access to NWP premises to fulfil their contractual obligations must ensure that copies of any risk assessments/method statements are carried in their vehicles, and that drivers can produce them if requested in line with our Health and Safety duty of care obligations.

39. PREMISES

39.1. The Contractor agrees to follow NWP's Health and Safety Regulations and Lone Worker Policy when on NWP Premises and agrees to comply with the PCC's Lone Worker Policy, Health and Safety Policy, Smoking Policy, Drug Policy, Welsh Language Policy, Environmental Policy and Asbestos Policy, and any future amendments to these policies.

40. COMPLIANCE WITH LEGISLATION

40.1. The Contractor(s) warrants that the Services to be supplied comply in all respects with all relevant requirements of any Statute, Statutory Rule, or Order or other instrument having the force of law or Code of Practice which may be in force at the time when the same are supplied including but not limited to the Criminal Procedures and Investigations Act 1996.

40.2. The Contractor(s) warrants that it will work with the North Wales Police and the Office of the Police and Crime Commissioners to meet the requirements as set out in the Well-being of Future Generations (Wales) Act 2015.

41. CONTRACTOR'S STATUS

41.1. The Contractor is not and shall in no circumstances hold himself out as being, the servant or agent of the PCC otherwise than in circumstances expressly permitted by these Conditions.

41.2. The Contractor is not and shall in no circumstances hold himself out as being, authorised to enter into any contract on behalf of the PCC or in any way bind the PCC in the performance, variation, release or discharge of any obligation.

41.3. The Contractor has not and shall in no circumstances hold himself out as having the power to make, vary, discharge or waive any by-law or regulation of any kind.

41.4. The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the PCC for any purpose whatsoever.

41.5. In carrying out the Services the Contractor shall be acting as principal and not as the agent of the PCC.

41.6. Accordingly:

41.6.1. The Contractor shall not *(and shall procure that his agents and servants do not)* say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the PCC, and

41.6.2. Nothing in this Agreement shall impose any liability on the PCC in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the PCC to the Contractor that may arise by virtue of either a breach of this Agreement or any negligence on the part of the PCC's staff or agents.

42. HUMAN RIGHTS

42.1. The parties shall not do or (in so far as any act lies within the reasonable power of the parties to prevent) permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.

42.2. The parties shall not do or (in so far as any act lies within the reasonable power of the parties to prevent) permit or allow anything to be done which may result in the PCC acting incompatibly with the rights contained within the European Convention on Human Rights and/or the Human Rights Act 1998.

42.3. Each party shall indemnify the other party against any loss, claims and expenditure resulting from any breach of this clause.

43. DATA PROTECTION ACT

43.1. The Contractor shall (and shall procure that any of its Staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680)and any act amending, replacing or renewing the same. Both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.

43.2. Notwithstanding the general obligation in Clause 43.1, where the Contractor is processing personal data (as defined by the DPA) as a data processor for the PCC (as defined by the DPA) the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

43.2.1. provide the PCC with such information as the PCC may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;

43.2.2. promptly notify the PCC of any breach of the security measures required to be put in place pursuant to clause 42.2; and

43.2.3. ensure it does not knowingly or negligently do or omit to do anything which places the PCC in breach of the PCC's obligations under the DPA.

43.3. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

43.4. In respect to the provision of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680 each Contracting Authority shall assume responsibility as 'Data Controller' while the Contractor(s) assumes the role of 'Data Processor'. From time to time as the Contracting Authority may deem it necessary ' as Data Controller', the contracting Authority will provide written instructions to the Contractor(s) pertaining to the use or 'processing' of any 'personal data' owned or controlled by the Contracting Authority and to which the Contractor(s) may have access to for the purposes of this Agreement. In performing any Services under this Agreement, where the Contractor(s) will assume the role of 'Data Processor' on behalf of the Contracting Authority and will comply with any such written instructions provided by the Contracting Authority. The Contracting Authority will choose a 'Data Processor' providing sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out; and reserves the right to take reasonable steps to ensure compliance with those measures; and will ensure that the processing by the 'Data Processor' is carried out under contract, which is made or evidenced in writing (known as a Data Processing Agreement), under which the 'Data Processor' is to act only on instruction from the Contracting Authority and; the Data processing Agreement must require the 'Data Processor' to comply with obligations equivalent to those imposed on the Contracting Authority by the seventh Data Protection Principle.

44. CONFIDENTIALITY AND SECURITY OF CONFIDENTIAL INFORMATION

44.1. The Contractor undertakes to ensure that its employees abide by the provisions of the Official Secrets Act 1911 and 1989 and any act amending, replacing or renewing the same. The Contractor shall, by the display or notices or by other appropriate means, ensure that all persons engaged in connection with this Agreement (including any maintenance agreement) have notice that these statutory provisions apply.

44.2. The Contractor shall keep secret and not disclose and shall ensure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Agreement except information which is in the public domain otherwise than by reason of a breach of this provision.

44.3. The Contractor shall ensure that his Employees, Agents and Sub-Contractors treat all information obtained or received in connection with this Agreement as confidential and are aware of the provisions of the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and that any personal information shall not be disclosed.

44.4. Without prejudice to any obligations imposed upon the Contractor by the Official Secrets Act 1911 to 1989 the Contractor shall not and shall ensure that no person employed or engaged by the Contractor at any time use (except for the development of systems and techniques for the better and more efficient delivery of the Goods), disclose, communicate or divulge, other than for the purposes of the PCC as required by law or a court of present jurisdiction, the PCC's data or any information regarding the methods, policies, procedures, techniques, computer programmes, resource or developments projects or results, other trade secrets, or any other knowledge or information used or developed by the PCC or its agents, consultants or any other person acting on its behalf (including the Contractor), or any other confidential information whatsoever relating to or dealing with the operations, activities and undertaking of the PCC, made known to the Contractor or learned or acquired by it while supplying the Goods/Services. All information and data is to be stored securely and upon expiration of this Agreement is to be returned to the PCC.

44.5. The Contractor hereby agrees it will not, at any time, without prior written consent of the PCC make, publish or issue or cause to be made, published or issued any remarks or statements concerning the PCC or any of their its agents, consultants or anyone else acting on its behalf or in respect of any of its or their operations, activities or undertakings whether or not such statements are made in connection with the solicitation of business from third parties.

44.6. The Contractor shall indemnify and keep indemnified the PCC against any actions, claims, losses, proceedings or costs arising from any breach of this condition.

44.7. If the Contractor is in breach of this condition, the PCC will be entitled to cancel this Agreement forthwith.

44.8. The Contractor where required as part of the delivery of this Agreement to the PCC to handle or process protectively marked information in accordance with the Government Security Classification (GSC) Scheme shall do so in compliance with the HMG Security Policy Framework and the Force's Information Security Policy.

44.9. Each Party shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

44.10. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the PCC under or in connection with the Agreement:

44.10.1. is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

44.10.2. is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement.

44.11. The Contractor shall not use any Confidential Information it receives from the PCC otherwise than for the purposes of the Agreement.

44.12. The provisions of Clauses 44.1 to 44.4 shall not apply to any Confidential Information received by one Party from the other:

44.12.1. which is or becomes public knowledge (otherwise than by breach of this clause);

44.12.2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

44.12.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

44.12.4. is independently developed without access to the Confidential Information; or

44.12.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 pursuant to Clause 45.

44.13. Nothing in this clause shall prevent the PCC disclosing any Confidential Information for the purpose of:

44.13.1. the examination and certification of the PCC's accounts; or

44.13.2. any examination pursuant to Sections 46 and 48 of the Public Audit Act (2004) of the economy, efficiency and effectiveness with which the PCC has used its resources; or

44.13.3. disclosing any Confidential Information obtained from the Contractor:

44.13.3.1. to any government department, Police Force, Fire Service or any other Contracting Authority. All government departments Police Force, Fire Service or any other Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or

44.13.3.2. to any person engaged in supplying any Goods/Services to the PCC for any purpose relating to or ancillary to the Agreement;

44.13.3.3. provided that in disclosing information under sub-paragraph 44.13.3.2 the PCC discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

44.13.3.4. nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the

Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

44.14. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Agreement, the Contractor undertakes to maintain security systems approved by the PCC.

44.15. The Contractor will immediately notify the PCC of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under Clause 44. The Contractor will co-operate with the PCC in any investigation that the PCC considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

44.16. The Contractor will also be required to enter into a Data Processing Agreement (DPA) if considered necessary by the PCC. Refusal to sign the DPA could result in this Agreement being terminated.

45. FREEDOM OF INFORMATION ACT 2000

45.1. The Contractor acknowledges that the PCC is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and cooperate with the PCC (at the Contractor's expense) to enable the PCC to comply with these Information disclosure requirements.

45.2. The Contractor shall and shall procure that its sub-contractors shall:

45.2.1. transfer the Request for Information to the PCC as soon as practicable after receipt and in any event within two [2] Working Days of receiving a Request for Information;

45.2.2. provide the PCC with a copy of all Information in its possession or power in the form that the PCC requires within five [5] Working Days (or such other period as the PCC may specify) of the PCC requesting that Information; and

45.2.3. provide all necessary assistance as reasonably requested by the PCC to enable the PCC to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA [or Regulation 5 of the Environmental Information Regulations].

45.3. The PCC shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other

Information:

45.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

45.3.2. is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the PCC.

45.3.3. The Contractor shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the PCC to inspect such records as requested from time to time.

46. TRANSPARENCY AND DISCLOSURE

46.1.1. We are required to publish details of successful tenders on the Government's "Contracts Finder" website and, also, the OPCCs website to show how public money is being spent and contracts managed. We may also be required to release details under the Freedom of Information Act if requested.

46.1.2. We will contact you should we be asked to publish any of your information which may be confidential to provide you with an opportunity to discuss reasons for not disclosing.

47. WELSH LANGUAGE

47.1.1. North Wales Police has a formally adopted Welsh Language Scheme. The Contractor shall implement any elements of such a scheme where it involves dealing with the general public on behalf of the PCC.

48. CONTRACT TO REMAIN IN FORCE

48.1. This Agreement shall remain in full force and effect throughout the period mentioned on the cover of this Agreement and any advertisement, or any agreed extension of such period ('The Contract Period') but if the Contractor commits a breach of Contract this Agreement may, at the discretion of the PCC, be terminated in writing in accordance with Clause 64 and 66 of this agreement.

48.2. The PCC shall have the option to extend the Term of this agreement. On each occasion the PCC exercises this option it shall give written notice to such effect to the Contractor no later than 3 months prior to the expiry of the Initial Term in the case of the first option and no later than 3 months prior to the end of the first extended period in respect of the second option.

48.3. Once this Agreement's initial period has expired any possible extensions to the agreed period will be subject to:

48.3.1. both parties agreeing;

48.3.2. the price being acceptable;

48.3.3. the satisfactory performance of the Contractor as agreed by the PCC;

48.3.4. the Goods/Services still being required;

48.3.5. funding being available.

49. INVALIDITY AND SEVERABILITY

49.1. If any provision of this Agreement shall become or shall be declared by any Court or administrative body of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of this Agreement all of which shall remain in full force and effect.

49.2. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

50. PUBLICITY

50.1. Except with the written consent of the other party neither party shall make any press announcements or publicise this Agreement in any way.

50.2. Both parties shall take all reasonable steps to ensure the observance of the provisions of this Clause by all their servants, employees, agents and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of this Clause by its Sub-Contractors.

50.3. Notwithstanding the provisions of this Clause, the PCC shall be entitled to publicise this Agreement in accordance with any legal or quasi legal obligation upon the PCC, including, but without limitation, obligations under the General Agreement on Tariffs and Trade Agreement on Government Procurement.

50.4. The Contractor is advised that it or its sub-contractors shall not, without the prior written consent of the Chief Constable of North Wales use the North Wales Police or the OPCC's logo on any contract or publicity material. Neither will any Contractor or his Sub-Contractors advertise or publicly announce that they are undertaking work for any PCC or their partners, without first obtaining the written permission of the PCC in respect of this Agreement.

51. COPYRIGHT

51.1. Copyright in the documents comprising this Agreement shall vest in the PCC but the Contractor may obtain or make at its own expense any further copies required for use by the Contractor in performing this Agreement.

51.2. All reports and other documents and materials and the copyright or similar protection therein arising specifically out of the performance by the Contractor of its duties hereunder are hereby assigned to and shall vest in the PCC absolutely.

51.3. Any pre-existing reports and other documents and materials and the copyright or similar protection therein shall remain vest in the Contractor absolutely.

51.4. The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising.

52. INTELLECTUAL PROPERTY RIGHTS

52.1. The Contractor shall fully indemnify and hold the PCC harmless against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any patent, unregistered or registered design right, trademark or copyright by the use or possession of the Equipment, Software and documentation supplied by the Contractor under this Agreement subject to the following;

52.1.1. The PCC shall promptly notify the Contractor In writing of any alleged infringement of which he has notice;

52.1.2. The PCC must make no admissions without the Contractor’s consent;

52.1.3. The PCC, at the Contractor’s request and expense shall allow the Contractor to conduct and / or settle all negotiations and litigation and give the Contractor all reasonable assistance. The costs incurred or recovered in such negotiations or litigation shall be for the Contractor’s account.

52.1.4. If at any time any allegation of infringement of any patent, registered design or copyright is made in respect of the Equipment and Software or in the Contractors reasonable opinion is likely to be made, the Contractor may at its own expense modify or replace the Equipment and software, without detracting from overall performance, the Contractor making good to the PCC any loss of use during modification or replacement, so as to avoid infringement.

52.1.5. The Contractor shall not, in connection with this Agreement, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the PCC from all proceedings, damages, costs, charges, expenses, loss and liability which the PCC may sustain, incur, or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent), and against the payment of any royalties or other monies which the PCC may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with this Agreement.

52.1.6. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

53. PATENTS

53.1. The Contractor shall not, in connection with this Agreement, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the PCC from all proceedings, damages, costs, charges, expenses, loss and liability which the PCC may sustain, incur, or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent), and against the payment of any royalties or other monies which the PCC may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with this Agreement.

54. FREE-ISSUE MATERIALS

54.1. Where the PCC for the purpose of this Agreement issues materials free of charge to the Contractor such materials shall be and remain the property of the PCC. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with this Agreement. The Contractor shall notify the PCC of any surplus materials remaining after completion of this Agreement and shall dispose of them as the PCC may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of its servants, agents or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any of the rights of the PCC, the Contractor shall deliver up such materials whether processed or not to the PCC on demand.

55. AUDIT

55.1. The Contractor shall keep and maintain until six [6] years after the Agreement has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Goods/Services provided under it, hours worked and costs incurred, all expenditure reimbursed by the PCC, and all payments made by the PCC. The Contractor shall on request afford the PCC or the PCC's representative such access to those records as may be required by the PCC in connection with the Agreement.

56. BUSINESS CONTINUITY

56.1. The Contractor shall have robust Business Continuity plans in place, agreed with the PCC, to ensure that the service to the PCC will be maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Contractor's operations, and those of sub-contractors to the Contractor, however caused. Such Business continuity plans shall be available for the PCC to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the currency of this Agreement.

57. DISRUPTION

57.1. The Contractor shall take reasonable care to ensure that in the execution of the Agreement it does not disrupt the operations of the PCC, its employees or any other contractor employed by the PCC.

57.2. The Contractor shall immediately inform the PCC of any actual or potential industrial action, whether such action is by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.

57.3. In the event of industrial action by the Contractor or the Contractor's suppliers the Contractor shall seek the PCC's Approval to its proposals for the continuance of the supply of the Goods/Services in accordance with its obligations under the Agreement.

57.4. If the Contractor's proposals referred to in Clause 56 are considered insufficient or unacceptable by the PCC acting reasonably, then the Agreement may be terminated by the PCC by notice in writing with immediate effect.

58. FORCE MAJEURE

58.1. For the purposes of this Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including but not limited to;

58.1.1. war and other hostilities including terrorist activities, (whether war be declared or not) invasion, act of foreign enemies, mobilisation, requisition or embargo;

58.1.2. rebellion, revolution, insurrection, military or usurped power or civil war;

58.1.3. riot, commotion or disorder except where solely restricted to employees of the Contractor or its sub-Contractors or sub-suppliers;

58.1.4. earthquake, flood, fire or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure.

58.1.5. in the event of an epidemic, pandemic national emergency or prohibitive governmental regulation

58.1.6. Force Majeure shall not include a general industrial dispute or failure by approved sub-contractors.

58.2. If either party considers that any circumstance of Force Majeure has occurred which may affect materially the performance of its obligations then it shall forthwith notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.

58.3. Neither party shall be considered to be in default of its obligations under this Agreement to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of this Agreement and which was not foreseeable at the date of this Agreement.

58.4. If the performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period of less than 30 days then during that period this Agreement shall be considered as suspended. Upon the ending of the Force Majeure event the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties or, in default of such agreement, as may be determined by an Expert appointed under this Agreement. Notwithstanding such suspension the Contractor shall use its reasonable endeavours to assist the PCC in the performance of this Agreement.

58.5. If performance of the obligations of either party under this Agreement is so prevented by circumstances of Force Majeure and shall continue to be so prevented for a period in excess of 30 days then this Agreement shall be terminated by mutual consent and, subject to sub-clause (f) below neither party shall be liable to the other as a result of such termination.

58.6. If this Agreement is so terminated then subject to the transfer to the PCC of the benefit referred to in Sub-Clause 58.7 below the PCC shall pay to the Contractor such reasonable sum as may be agreed between the parties or in default of agreement as may be determined by Expert Determination in accordance with this Agreement in respect of costs incurred and commitments already entered into by the Contractor at the date of the Force Majeure notice, less the amount of any payments already made to the Contractor at the date of the Force Majeure notice. If the amount of such advance payments made to the Contractor exceeds the sum due to the Contractor under this sub-Clause then the Contractor shall repay the balance to the PCC.

58.7. The Contractor shall transfer to the PCC the benefit of all work done by it or its approved sub-Contractors if any and sub-suppliers in the performance of this Agreement up to the date of the Force Majeure notice, so far as the rights in the same have accrued to the Contractor prior to the Force Majeure notice or will do so on the payment under Sub-Clause 58.6 above.

58.8. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to 'force majeure' if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

58.9. If either of the parties shall become aware of circumstances of "Force Majeure" which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other and shall inform the other of the period which it is estimated that such failure or delay shall continue.

58.10. It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to "Force Majeure" only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of "Force Majeure".

58.11. Should the "Force Majeure" continue for more than 28 days, or other such period as determined by the PCC the parties shall enter into discussions with a view to agreeing alternative supply arrangements for the longer term, as may be fair and reasonable to the parties and any alternative suppliers called upon to supply products/services during the remaining period of the "Force Majeure".

59. NOVATION

59.1. The PCC shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part of this tender to any Contracting Authority, private sector body or any other body established under statute provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under this Agreement.

59.2. Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of this Agreement.

59.3. The PCC shall be entitled to disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Agreement by the Contractor. In such circumstances the PCC shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee accepts an obligation of confidence.

60. INDEMNITY AND INSURANCE

60.1. Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

60.2. The Contractor shall indemnify and keep indemnified the PCC fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, fraud, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or sub-contractors, or by any circumstances within its or their control.

60.3. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing the following levels of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

60.4. The Contractor shall effect and maintain minimum insurance levels of:

Employer's Liability	£5m
Public Liability	£5 m
Professional Indemnity	£3 m

60.5. The Contractor shall produce to the PCC, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

60.6. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement the PCC may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

60.7. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Clause 60.1

60.8. The Contractor shall indemnify the PCC against any liability under the Employer's Liability (Defective Equipment) Act, 1969, either as originally enacted or as subsequently amended or replaced, for personal injury suffered by any employee of the PCC in consequence of any defect in anything supplied by or on behalf of the Contractor to the PCC under this Agreement or under any contract between the Contractor and the PCC entered into pursuant to this Agreement.

61. PROFESSIONAL INDEMNITY

61.1. The Contractor shall hold and maintain Professional Indemnity insurance cover and shall ensure that all professional consultants or sub-contractors involved in the provision of the Goods hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Goods has a limit of indemnity of not less than £3m for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six [6] years following the expiration or earlier termination of the Agreement.

62. WARRANTIES AND REPRESENTATIONS

62.1. The Contractor warrants and represents that:

62.1.1. the Contractor has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;

62.1.2. the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice;

62.1.3. all obligations of the Contractor pursuant to the Agreement shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;

62.1.4. the Contractor is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.

63. CONSEQUENTIAL LOSS

63.1. Save as expressly stated elsewhere in this Agreement and except as regards liability for death or personal injury caused by its negligence, neither party shall be liable to the other for consequential loss or damage, loss of revenue, opportunity or contract or goodwill.

64. TERMINATION

64.1. The PCC may terminate the Agreement by notice in writing with immediate effect where:

64.1.1. the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or

64.1.2. the Contractor is an individual or a firm and a petition is presented for the Contractor’s bankruptcy, or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or

64.1.3. the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

64.1.4. where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

64.1.5. any similar event occurs under the law of any other jurisdiction; or

64.1.6. where a director or partner is convicted of an imprisonable Offence.

64.2. The PCC may terminate the agreement on no less than three months prior written notice in the following circumstances:

64.2.1. the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9); of the Public Contracts Procurement Regulations 2015

64.2.2. the Contractor has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2) of the Public Contracts Procurement Regulations 2015 and should therefore have been excluded from the procurement procedure;

64.2.3. the contract should not have been awarded to the contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the EU in a procedure under Article 258 of Treaty on the Functioning of the European Union.

64.3. The Contractor shall notify the Contract Manager immediately when any change of control occurs. The PCC may only exercise its right under Clause 64.1 within six [6] months of:

64.3.1. being notified that a change of control has occurred; or

64.3.2. where no notification has been made the date that the PCC becomes aware of the change of control;

64.4. but shall not be permitted to do so where an Approval was granted prior to the change of control of the Contractor.

64.5. If the Contractor, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983, the PCC shall be entitled to terminate the Agreement by notice to the Contractor or the Contractor's Representative with immediate effect.

65. TERMINATION ON DEFAULT

65.1. The PCC may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Contractor or the Contractor's Representative with immediate effect if the Contractor commits a Default and if:

65.1.1. the Contractor has not remedied the Default to the satisfaction of the PCC within twenty [20] Working Days, or such other period as may be specified by the PCC, after issue of a written notice specifying the Default and requesting it to be remedied; or

65.1.2. the Default is not, in the opinion of the PCC, capable of remedy; or

65.1.3. the Default is a material breach of the Agreement.

65.2. In the event that through any Default of the Contractor, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and shall reimburse the PCC for any costs charged in connection with such Default of the Contractor.

66. BREAK

66.1. The PCC or Contractor shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement by giving six (6) Months written notice to the other.

67. BREACH OF CONTRACT

67.1. In the event of any fundamental breach or a breach of a fundamental term of this Agreement by the Contractor, or by any person to whom this Agreement or any part the Tender may have been assigned or underlet, of any of the Conditions of these Tender Documents, the PCC may absolutely determine this Agreement. Furthermore, the PCC may proceed to complete the works or obtain or dispose of the materials elsewhere either by contract or otherwise.

67.2. Any sums which may be incurred or sustained by the PCC by reason of the determination of this Agreement as aforesaid shall be borne by the Contractor.

68. CONSEQUENCES OF TERMINATION

68.1. Where the PCC terminates the Agreement under Clause 63 or 65 or terminates the provision of any part of the Agreement under that Clause 64, and then makes other arrangements for the provision of Goods/Services, the PCC shall be entitled to recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the PCC throughout the remainder of the Term or any Extension. The PCC shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under Clause 63 or 64, no further payments shall be payable by the PCC to the Contractor until the PCC has established the final cost of making those other arrangements.

68.2. The PCC shall not be liable to pay any sum which:

68.2.1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

68.2.2. when added to any sums paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Term.

68.3. In the event of this agreement being determined whether by effluxion of time, notice, breach or otherwise:

68.3.1. The PCC shall immediately pay to the Contractor all arrears of (Payments) and any other sums due under the terms of this agreement.

68.3.2. The PCC shall be able to recover any overpayments including by set off of against any payments owing to the Contractor

68.3.3. Either party shall be entitled to exercise any one or more of the rights and remedies given under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the right and remedies against it and;

68.3.4. Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterward provided for and arising by operation of law so that such rights and remedies are not exclusive of the others but are cumulative.

69. RECOVERY UPON TERMINATION

69.1. Save as otherwise expressly provided in this Agreement and notwithstanding the provisions of Clause 66;

69.1.1. termination of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

69.1.2. termination of this Agreement shall not affect the continuing rights and obligations of the Contractor and the PCC under Clause 17 (Contract Performance), 14 (Recovery of Sums Due), 28 (Prevention of Corruption, Fraud and Cartels), 43 (Data Protection Act), 44 (Confidentiality), 50 (Publicity), 55 (Intellectual Property Rights), 55 (Audit), 60 (Indemnity and Insurance), 61 (Professional Indemnity), 62 (Warranties and Representations), 65 (Termination on Default), 68 (Consequences of Termination), 69 (Recovery upon Termination) and 70 (Governing Law).

69.2. At the end of the Term (and howsoever arising) the Contractor shall forthwith deliver to the PCC upon request all the PCC's Property (including but not limited to materials, documents and information) relating to the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-contractors and in default of compliance with this clause the PCC may recover possession the Tenderer and the Contractor grants licence to the PCC or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

69.3. At the end of the Term (howsoever arising) and/or after the Term the Contractor shall provide assistance to the PCC and any new contractor appointed by the PCC to continue or take over the performance of the Agreement in order to ensure an effective handover of all work then in progress. Where the end of Term arises due to the Contractor's default, the Contractor shall provide such assistance free of charge. Otherwise the PCC shall pay the Contractor's reasonable costs of providing the assistance, and the Contractor shall take all reasonable steps to mitigate such costs.

70. GOVERNING LAW

70.1. The Agreement shall be governed by and interpreted in accordance with English and Welsh law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

71. DISPUTE RESOLUTION

71.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of in connection with this Agreement within twenty [20] Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Finance Director (or equivalent) of each party.

71.2. Nothing in this dispute resolution procedure shall prevent the parties seeking any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

71.3. If the dispute cannot be resolved by the parties pursuant to Clause 71 the parties shall refer it to mediation pursuant to the procedure set out in Clause 71.5 unless the PCC considers that the dispute is not suitable for resolution by mediation; or the Contractor does not agree to mediation.

71.4. The obligations of the parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Contractor and the Staff shall comply fully with the requirements of this Agreement at all times, subject to clause 71.2 and 71.3.

71.5. The procedure for mediation and consequential provisions relating to mediation are as follows:

71.5.1. A neutral adviser or mediator (the **"Mediator"**) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either party that he is unable or unwilling to act, apply to *[the Centre for Effective Dispute Resolution or other mediation provider]* to appoint a Mediator.

71.5.2. The parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from *[the Centre for Effective Dispute Resolution or other mediation provider]* to provide guidance on a suitable procedure.

71.5.3. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

71.5.4. If the parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.

71.5.5. Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties.

71.5.6. If the parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 71.5.

71.5.7. Subject to Clause 71.2, the parties shall not institute court proceedings until the procedures set out in Clauses 71.1 and 71.3 have been completed save that:

71.5.7.1. the PCC may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 71.1.

71.5.7.2. If the Contractor intends to commence court proceedings, it shall serve written notice on the PCC of its intentions and the PCC shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with Clause 71.

71.5.7.3. The Contractor may request by notice in writing to the PCC that any dispute be referred and resolved by arbitration in accordance with Clause 71, to which the PCC may consent as it sees fit.

72. WRITTEN AGREEMENTS

72.1. The Contractor shall when required by the PCC execute an Agreement in writing embodying the terms of this Agreement.

73. INTERPRETATION OF CONTRACT

73.1. Any variation to these Conditions which may be contained in any supplemental or Special Conditions of Contract and/or Specification issued for any particular purchase shall take effect as if the same were contained in these Conditions and any Contract however made supplemental to these Conditions shall be read and construed accordingly.

73.2. The Clause headings contained herein are for convenience of reference only and shall not affect the construction or interpretation of this agreement, which shall be construed in accordance with English and Welsh law.

74. OBSERVANCE OF STATUTORY REQUIREMENTS

74.1. The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with this Agreement and shall indemnify the PCC against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever made as a result of any failure in such compliance.

74.2. The Contractor warrants that the design, construction and quality of goods to be supplied under this Agreement comply in all respects with all relevant requirements of any Act of Parliament, statutory instrument, order, regulation, bye-law or other enactment in force when the goods are delivered.

74.3. The Contractor shall ensure that in the execution of this Agreement that it complies with all UK statutes, regulations and all applicable directives of the European Community.

74.4. The Contractor shall give the PCC such prior written notice as the PCC may require of the delivery under this Agreement of any items having a toxic hazard or other hazard to the safety or health of persons or property, identifying those hazards and giving full details of any precautions to be taken by the PCC on the delivery of such goods and their subsequent storage or handling.

74.5. In the event that either party incurs costs to which he would not otherwise be liable due to the other party's failure to comply with any law or any order, regulation or bye-law having the force of law, the amount of such costs shall be reimbursed by the other party.

75. DESIGNATED REPRESENTATIVES

75.1. The PCC may, by written notice to the Contractor, appoint an Authorised Representative who shall have the power to act on behalf of the PCC on such matters in connection with this Agreement as shall be specified in such notice. The PCC may, by further written notice or notices to the

Contractor, revoke or amend the authority of the Authorised Representative or appoint a replacement Authorised Representative.

75.2. The Authorised Representative may from time to time, by written notice to the Contractor, delegate all or any part of his/her authority to an assistant or assistants who shall be known as 'Assistant Authorised Representative'. The Authorised Representative may, by further written notice to the Contractor, revoke or amend the delegated authority of any Assistant Authorised Representative or appoint a new Assistant Authorised Representative.

75.3. The Contractor may by written notice to the PCC, appoint an Account Manager who shall have the authority to act on behalf of the Contractor on such matters in connection with this Agreement as shall be specified in such notice.

75.4. The PCC reserves the right to seek regular progress meetings with the Contractor. These shall be arranged at the instigation of the Authorised Representative.

75.5. All contact with the PCC shall be handled directly by the Contractor, unless agreed otherwise in writing by the PCC.

76. Removed not used

77. MODERN SLAVERY ACT 2015 ("MSA 2015")

77.1. The Contractor shall comply with the provisions of the MSA 2015 in the provision of the Services.

77.2. In performing the Services, the Contractor shall comply with all applicable statutory obligations for the time being in force including (without limitation) those relating to health and safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection and equality.

77.3. The Contractor undertakes, warrants and represents that neither the Contractor nor any of its officers, employees, agents or subcontractors has:

77.3.1. committed an offence under the MSA 2015 (a "MSA Offence"); or

77.3.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015; or

77.3.3. become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015;

77.3.4. it shall comply with the MSA 2015 and the Modern Slavery Statement;

77.4. it shall notify the Commissioner immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Contractor's obligations under this clause 77.4. Any notice under this clause 77.4 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations;

77.5. Any breach of clause 77 by the Contractor shall be deemed a material breach of the Agreement and shall entitle the Commissioner to terminate the Agreement with immediate effect.

77.6. The Contractor shall during the Contract Period and for the period of six years thereafter maintain such records relating to the Services provided to the Commissioner under this Agreement as may be necessary to trace the supply chain of such Services and to enable the Commissioner to determine the Contractor's compliance with the Modern Slavery Statement.

77.7. The Commissioner (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Contractor to perform the Services in accordance with this Agreement and the Modern Slavery Statement and for that purpose shall be entitled to have access to the Contractor's premises and/or staff and to any premises and/or staff of the Contractor's sub-contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Contractor. This shall include the right to speak directly to employees of the Contractor and subcontractor as appropriate.

77.8. The Contractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Statement.

77.9. The Contractor shall keep a record of all training offered and completed under clause 77.6 and shall make a copy of such records available to the Commissioner on request.

78. INSPECTION BY AUTHORISED REPRESENTATIVE

78.1. The Contractor shall permit any duly authorised representative of the PCC either before or during the Contract period to undertake inspections and/or investigations and/or tests as the PCC shall consider necessary upon giving reasonable notice to the Contractor so as to ensure that the Tenderer is able to fulfil all of his obligations under any Contract which the PCC may be considering awarding or has awarded to him.

78.2. In addition, the Contractor will be subject to contract management and monitoring as detailed in the Tender Documents.

79. MANNER OF CARRYING OUT THE SERVICE

79.1. The Contractor shall make no delivery of materials, plant or other things nor commence any work on the PCC premises without obtaining the PCC's prior consent.

79.2. Access to the PCC premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor shall cooperate with such others as the PCC may reasonably require.

79.3. The PCC shall have the power at any time during the progress of the Service to order in writing:

79.3.1. the removal from the PCC premises of any materials which in the opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement; and/or

79.3.2. the substitution of proper and suitable materials; and/or

79.3.3. the removal and proper re-execution notwithstanding any previous test the Tender or interim payment therefore of any work which in respect of material or workmanship is not in the opinion of the PCC in accordance with this Agreement.

79.4. On completion of the Services the Contractor shall remove its plant, equipment and unused materials and shall clear away from the PCC premises or other specified location all rubbish arising out of the Service and leave the PCC premises or other specified location in a neat and tidy condition.

80. FLEXIBILITY OF SERVICE PROVISION

80.1. The specification lists at this time the basic requirements of this Agreement. However, the successful Contractor(s) will be required not only to perform the specific Services listed within the specification but also vary service provision according to the Contracting Authority's needs either by variations to the original services/ tasks/processes or by taking on new services/ tasks/ processes, whatever they may be, provided they are 'reasonable' and fall within the overall scope of what the Contractor(s) would reasonably be expected to be capable of delivering.

80.2. So long as the cost to the Contractor(s) of providing varied or additional services does not change, then the PCC would not expect the contract price to change. Where a business change requirement of the project would involve additional costs to the Contractor(s), the PCC recognises that, and in those types of instances only, the contract price may be revised by mutual agreement.

80.3. The PCC's Authorised Representative shall be entitled to issue the Contractor(s) instructions which shall always be confirmed in writing requiring the Contractor(s) to do all or any of the following:

80.3.1. To omit or cease to provide any part of the Services for such period or periods as an Authorised Representative of the PCC may determine, such period or periods may be either a temporary or permanent arrangement;

80.3.2. To provide the Services or any part the Tender in such a manner as an Authorised Representative of the PCC may reasonably require;

80.3.3. To provide such Services additional to the Services as an Authorised Representative of a Contracting Authority may reasonably require, provided that such additional Services fall within the general scope of Service provision;

80.3.4. To meet changing needs in the performance of this Agreement to vary the Services to be provided as may be appropriate.

81. THE SERVICE

81.1. The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Service. The Service supplied shall in every respect conform to the quality, standard and Specification incorporated hereto. The PCC at all times relies on the skill and judgment of the Contractor in that it purports to be competent in the supply of the Service and the execution of the Order. If any part of the work is found to be defective or in any way differing from the Contract requirement, other than as a result of a default or negligence of the PCC or his authorised representatives, the Contractor shall at his own expense perform the work correctly within such reasonable time as may be specified.

82. TIME OF PERFORMANCE

82.1. The Contractor shall begin performing the Service on the date stated in the Order and complete them by the date or time stated in the Order or continue to perform them for the period stated in this Agreement (whichever is applicable).Time is of the essence of this Agreement. The PCC may by written notice require the Contractor to execute the Services in such order as the PCC may decide.

82.2. The Contractor shall at the request of the PCC supply a programme for the completion of the Services by the date specified in this Agreement and shall provide the PCC with progress reports on a periodic basis as designated by the PCC which will show progress against programme.

83. ACCEPTANCE

83.1. Acceptance of the Services shall take place when the PCC confirms acceptance of the Services or the PCC shall be deemed to have accepted the Services without prejudice to any other remedies, when and as soon as the PCC has not exercised right of rejection within any period specified for that purpose in this Agreement.

84. APPROVALS

84.1. Any approvals required or given by the PCC during the execution of the Services in respect of samples, standards, patterns, specifications, procedures, modifications, drawings or other documents or materials shall not relieve the Contractor of its obligations under this Agreement.

85. EQUIPMENT

85.1. The Contractor shall provide all the equipment necessary for the provision of the Services.

85.2. The Contractor shall make no delivery of Equipment nor commence any work on the PCC's Premises without obtaining the Authorised Officer's prior approval.

85.3. All equipment brought onto the PCC's Premises shall be at the Contractor's own risk. The Contractor shall provide for the haulage or carriage the Tender to the premises and the removal of equipment when no longer required at its sole cost. The Contractor shall ensure that the PCC's Premises are appropriate to contain and operate the Equipment.

85.4. The Contractor shall maintain all items of equipment within the PCC's Premises in a safe, serviceable and clean condition.

85.5. All equipment shall be at the risk of the Contractor and the PCC shall have no liability for any loss of or damage to any equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the PCC.

85.6. The PCC may at its option purchase any item of equipment from the Contractor at any time, if the PCC considers that the item is likely to be required in the provision of the Services following the expiry or termination of this Agreement. The purchase price to be paid by the PCC shall be the fair market value.

85.7. The PCC shall have the power at any time during the progress of the services to order in writing:

85.7.1. the removal from the PCC's Premises of any equipment which in the opinion of the PCC are either hazardous, noxious or not in accordance with this Agreement; and/or

85.7.2. the substitution of proper and suitable materials, plant, equipment; and/or

85.7.3. the removal and proper re-execution notwithstanding any previous test the Tender or interim payment therefore of any work which, in respect of material or workmanship, is not in the opinion of the Authorised Officer in accordance with this Agreement.

85.8. On completion of the Services the Contractor shall remove the equipment and unused materials and shall clear away from the PCC's Premises all rubbish arising out of the Services, make good any damage caused to the PCC's Premises by the removal of the equipment and leave the PCC's Premises in a neat and tidy condition.

86. ACKNOWLEDGEMENTS ON DOCUMENTS

86.1. Any and all acknowledgements on documents, graphics or photographs produced specifically for the PCC as part of the Services will be those of the PCC and not the Contractor. Such information/documentation will remain the property of the PCC and will not be used in any portfolios without the prior written consent of the PCC.

87. LICENCES TO USE SUPPLIER/THIRD PARTY MATERIALS.

87.1. The Supplier hereby grants to the Authority (and/or shall procure the grant of to the Authority):

87.2. subject to the provisions of Clause 87.7, a perpetual, royalty free and non-exclusive licences to use (including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing up, loading, execution, storage, transmission or display)):

87.2.1. the Supplier Materials (excluding commercial off-the-shelf software which forms part of any Supplier Materials) ("Supplier Non COTS Materials"); and

87.2.2. any Third Party Materials (excluding commercial off-the-shelf software which forms part of any Third Party Materials) ("Third Party Non COTS Materials"),

87.2.3. such licence for any purpose relating to the Services (or substantially equivalent services) and for any purpose relating to the exercise of the Authority's business or function, including to the extent necessary to use and/or obtain the benefit of the Authority-Specific Deliverables, and as further set out in this Clause 87; and

87.3. a licence to use:

87.3.1. the commercial off-the-shelf software which forms part of any Supplier Materials (“**Supplier COTS Software**”); and

87.3.2. any commercial off-the-shelf software which forms part of any Third Party Materials (“**Third Party COTS Software**”),

87.3.3. on the terms set out in Schedule 4 (COTS Licence) and as further set out in this Clause 87.

87.4. Termination of Supplier Non COTS Materials Licence. At any time during the term of this Agreement or following termination or expiry of this Agreement, the Supplier may terminate the licence granted in respect of the Supplier Non COTS Materials under Clause 87.6.1 by giving 30 days' notice in writing if and only if the Authority (or any person to whom the Authority grants a sub licence pursuant to Clause 87.9 (Authority's right to sub license) for the Supplier Non COTS Materials) commits a material breach of the terms of Clause 87.6.1 (or Clause 87.9.2 as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

87.5. In the event the licence of the Supplier Non COTS Materials is terminated pursuant to Clause 87.7, the Authority shall:

87.5.1. immediately cease all use of the Supplier Non COTS Materials;

87.5.2. at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non COTS Materials, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier Non COTS Materials; and

87.5.3. ensure, so far as reasonably practicable, that any Supplier Non COTS Materials that are held in electronic, digital or other machine readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such Supplier Non COTS Materials.

87.6. Authority's right to sub license – Supplier Materials. The Authority may sub license the rights granted under Clause 87.6 to any Authorised User, any Replacement Supplier or Other Supplier provided that:

87.6.1. the sub licence is on terms no broader than those granted to the Authority;

87.6.2. the sub licence authorises the third party to use the rights licensed in Clause 87.6 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's business or function; and

87.6.3. excluding where the sub licensee is an Authorised User, the sub licensee shall have executed a confidentiality undertaking in favour of the Supplier which is equivalent to the protected granted by the Authority to the Supplier under Clause 44 (Confidentiality).

87.7. Authority's right to assign/novate licences – Supplier Materials. The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 87.6 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

87.8. Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 87.6. If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in Clause 87.6.

87.9. If a licence granted in Clause 87.6 is assigned, novated or transferred under Clause 87.10 or there is a change of the Authority's status pursuant to Clause 87.11, the rights acquired on that assignment, novation, transfer or change of status shall not extend beyond those previously enjoyed by the Authority.

87.10. The Supplier shall, if requested by the Authority during the term of this Agreement (or during the Termination Assistance Period), and at the Supplier's cost, grant (or procure the grant) to any Replacement Supplier of a direct licence, on a royalty free basis, to use the Supplier Materials and Third Party Materials on terms no less favourable than those granted to the Authority in respect of the relevant Materials pursuant to or as contemplated by this Clause 87 (subject to, where requested by the Supplier or relevant third party) the delivery of a confidentiality undertaking in its favour which is equivalent to the protected granted by the Authority to the Supplier under Clause 44 (Confidentiality) and duly executed by the Replacement Supplier.

87.11. Licence granted by the Authority. The Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the term of this Agreement to use the Authority-Specific Deliverables and the Authority Materials solely to the extent necessary for providing the Services in accordance with this Agreement, including the right to grant sub-licences to Sub-Contractors provided that:

87.11.1. the Supplier is permitted to subcontract the Services under the Clause 31 (Sub-contractor);

87.11.2. such Sub-contractors are only permitted to use the Authority-Specific Deliverables and the Authority Materials as is strictly necessary for such Sub-contractors to perform the Services which have been sub-contracted to it for the benefit of the Authority;

87.11.3. the Supplier shall (and shall procure that Sub-contractors shall) comply with Clauses 43 (Data Protection);

87.11.4. any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 44 (Confidentiality); and

87.11.5. the Supplier shall not use the Authority-Specific Deliverables and the Authority Materials for any other purpose or for the benefit of any person other than the Authority.

87.11.6. The Supplier is not permitted to sub-licence the Authority-Specific Deliverables and the Authority Materials save as expressly permitted in this Clause 87.14.1 and only where all Clauses 87.14.1 to 87.14.5 are satisfied.

87.12. Termination of licenses. The termination or expiry of this Agreement in whole or in part shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by Clause 87.1 to 87.13, and such licence shall survive the termination or expiry of this Agreement.

87.13. The licence granted pursuant to Clause 87.14 (Licence granted by the Authority) and any sub-licence granted by the Supplier in accordance with Clause 87.14 shall terminate automatically on the termination or expiry of this Agreement and the Supplier shall:

87.14. immediately cease all use of the Authority-Specific Deliverables and the Authority Materials;

87.15. at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority-Specific Deliverables and the Authority Materials, provided that if the Authority has not made an election within six (6) months of the termination of the licence, unless otherwise stated in this Agreement and/or the Service Requirements, the Supplier may destroy the documents and other tangible materials that contain any of the Authority-Specific Deliverables and the Authority Materials; and

87.16. ensure, so far as reasonably practicable, that any Authority-Specific Deliverables and the Authority Materials that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Authority-Specific Deliverables and the Authority Materials.

87.17. Where this Agreement is terminated in part in accordance with its terms, this Clause 87.17 shall apply save as to the extent that use of any parts of the Authority-Specific Deliverables and the Authority Materials is necessary for performing the non-terminated Services in accordance with this Agreement.

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SCHEDULES

SCHEDULE 1 CONTRACTOR SOLUTION

This Schedule details the Contractor Solutions and other parts of the Tender documents that will be incorporated into this contract

To be completed with the successful Contractor.

Please refer to Contractor's proposal document attachments below:

Attachment	Document Description	Created
1	ITT Document Section 1A and 1B	
2	ITT Document Section 2 Spesificationa and Method Statement	
3	ITT Document Section 3 tender response document	

SCHEDULE 2 SERVICE REQUIREMENTS

This Schedule details the Contractors, ongoing management and maintenance SAL

To be completed with the successful Contractor based on the responses to Document ITT Section 2 Specification and Method statement.

SCHEDULE 3 CHARGES AND INVOICING

PART A – OVERVIEW

1. INTRODUCTION

1.1 The purpose of this Schedule 3 is to:

1.1.1 set out the exhaustive types of Contract Charges applicable to this Agreement;

1.1.2 when each of these Contract Charges may be invoiced;

1.1.3 set out the limited circumstances when these Contract Charges may change.

2. TYPES OF CHARGES

The Contract Charges may only consist of:

2.1 **Milestone Payments**

2.1.1 Milestone Payments shall apply to this Agreement as set out in fully in Schedule 4 Pricing

2.1.2 Milestone Payments are the fixed Contract Charges payable against Milestones in the Implementation Plan for Implementation, such sums as set out in Schedule 4 pricing.

2.1.3 Milestone Payments shall only be invoiced by the Contractor once the associated Milestone has been Achieved.

2.1.4 An invoice for a Milestone Payment shall not be payable by the Authority unless all adjustments (including Delay Payments) relating to the relevant Milestone and all preceding Milestones have been agreed.

2.2 **Service Charges**.

2.2.1 Service Charges are the Annual Contract Charges for the Operational Services.

2.2.2 The initial user numbers under this Agreement is as set out in the Service requirements.

2.2.3 User numbers can be amended by the Authority on not less than twenty-eight (28) days written notice to the Contractor and shall take effect on the 1st of the calendar month after the expiry of such notice period, provided that the aggregate user numbers in any three (3) month period are not *decreased* by the Authority by more than 25%, otherwise such *decease in excess of* this 25% threshold is to be agreed in accordance with the Variation Procedure. Such requirement to refer changes in user numbers to the Variation Procedure does not apply to increases in user numbers.

2.2.4 If there is a change in user numbers, and this changes the applicable band under the banding structure (as set out in Schedule 3 of the Agreement) this will decrease or increase the unit cost for all users under this Agreement – and therefore this will decrease or increase the Service Charges.

2.2.5 Any such decrease or increase in user numbers and in the associated unit cost shall apply from the 1st of the calendar month as set out in paragraph 2.2.4 above. Save as set out in paragraph 2.2.4 above, such decreases and increases shall not be subject to the Variation Procedure but shall apply automatically.

2.2.6 Within five (5) Working Days of the beginning of each calendar month, the Contractor shall issue a notice to the Authority to confirm the Service Charges applicable for such calendar month, providing a full explanation of any increase or decrease, how any associated bandings have changed and how this has affected the calculation of the Service Charges for such calendar month.

2.2.7 The Contractor may only invoice the Authority for a Service Charge once Go-Live has been Achieved, or if later the Achievement of the Milestone stated in the

Implementation Plan which is the trigger for the payment of Service Charges, ("**SC Trigger Date**").

2.2.8 Following the SC Trigger Date, Service Charges shall be invoiced by the Contractor monthly in arears.

2.2.9 If:

(a) the SC Trigger Date is on a day other than the first day of a month; and/or

(b) the Operational Services are terminated or suspended on a day other than the last day of a month,

the associated Service Charge for this Agreement for that calendar month shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month. However the user numbers during the term of this Agreement (or the Termination Assistance Period) will change as set out in paragraph 2.2.4 above.

2.3 **Other Contract Charges**. No other Contract Charges (and no expenses or other costs) shall apply to this Agreement unless:

2.3.1 as set out in full in an executed Change Control Note entered into in accordance with the Variation Procedure. Day Rates are used to calculate any Contract Charges changes under the Variation Procedure (if applicable) – see paragraph 2.4 below.

2.4 **Day Rates**.

2.4.1 Where the Authority requires a change to this Agreement under the Variation Procedure that leads to additional resource being required, the Parties agree that the relevant rates as set out in Schedule 2 of the Agreement ("**Day Rates**") shall be used to calculate any additional Contract Charges (however the Contractor may not charge for assisting in or preparing any Impact Assessment or the Change Control Note, or otherwise to perform and complete the Variation Procedure).

2.4.2 When calculating the charges pursuant to the Day Rates, the Contractor will ensure that it deploys the most appropriate resource to the required tasks and will, in any event agree the grades of Contractor Personnel to be used to perform the Services with the Authority in the Change Control Note.

2.4.3 The Day Rates are based upon Man Days or Man Hours which shall be calculated exclusive of any breaks.

2.4.4 If a Day Rate is based upon Man Days, the amount charged will be reduced on a pro-rated on a per full Man Hour worked basis if the relevant Contractor Personnel member does not work a full Man Day (that is, 1/8th of the applicable Day Rate shall be paid for each whole Man Hour that is worked). If a Day Rate is based upon Man Hours, no amount will be charged for part of a Man Hour worked.

2.5 **General**. Contract Charges cannot be increased during the term of this Agreement (or during the Termination Assistance Period), save as:

2.5.1 where additional charges are agreed in a fully executed Change Control Note entered into in accordance with the Variation Procedure.

3. INVOICING

3.1 All invoices to be submitted at the end of the calendar month to which they relate

3.2 The Contractor shall submit as soon as possible (and in any case within ten (10) Working Days after the end of each calendar month) all invoices and Supporting Documentation (as defined in Part B), in such format as the Authority may specify from time to time, for the Contract Charges applicable for that calendar month.

3.3 Invoices will be sent to SSF Account Payable, FHQ Colwyn Bay LL29 8AW, or via email to SSFAccountsPayable@nthwales.pnn.police.uk

3.4 Part B to this Schedule 3 applies to all invoices.

4. BENCHMARKING

4.1 In addition to the Contractor's obligations under paragraph 5 (Continuous Improvement) below, the Authority shall be entitled to benchmark the Contract Charges and level of performance by the Contractor of the supply of the Services, against other Contractors providing services substantially the same as the Services during the term of this Agreement.

4.2 The Authority, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph 4.1 above (including the use of an independent benchmarking provider, subject to reasonable and appropriate confidentiality undertakings).

4.3 The Contractor shall use all reasonable endeavours and act in good faith to proactively supply information required by the Authority in order to undertake the benchmarking and such information requirements shall be at the discretion of the Authority.

4.4 Where, as a consequence of any benchmarking carried out by the Authority, the Authority decides improvements to the Services should be implemented or Contract Charges reductions should apply, the Authority shall request a change to this Agreement in accordance with the Variation Procedure and the Contractor shall implement such change at no additional cost to the Authority.

5. CONTINUOUS IMPROVEMENT

5.1 The Contractor shall adopt a policy of continuous improvement and shall have an ongoing obligation throughout the term of this Agreement to identify new or potential improvements to the provision of the Services with a view to:

5.1.1 reducing the Service costs (including reducing the Contract Charges) while maintaining or improving the quality and efficiency of the Services and their supply to the Authority; and/or

5.1.2 improving the quality and efficiency of the Services and their supply to the Authority while maintaining or reducing the Service costs (including reducing the Contract Charges).

5.2 The Contractor shall produce, within ninety (90) days of the Commencement Date and within two (2) weeks of the start of each Contract Year, a plan for reviewing the provision of the Services and reducing the Contract Charges produced by the Contractor for that Contract Year (the "**Continuous Improvement Plan**") for the written approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

5.2.1 the emergence of new and evolving relevant technologies which could improve the provision of the Services, and those technological advances potentially available to the Contractor and the Authority which the Parties may wish to adopt;

5.2.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and Authority support services in relation to the Services;

5.2.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Authority; and/or

5.2.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

5.3 The Contractor shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Contractor shall provide any further information that the Authority requests.

5.4 If the Authority wishes to incorporate any improvement identified by the Contractor (or identify by the Authority), the Authority shall request a change to this Agreement in accordance with the Variation Procedure and the Contractor shall implement such change at no additional cost to the Authority.

5.5 These continuous improvement requirements are in addition to the continuous improvement requirements set out in the Serviced Requirements.

PART B – INVOICING

6. CONTRACTOR INVOICES

6.1 The Contractor shall ensure that each invoice contains the following information:

6.1.1 the date of the invoice;

6.1.2 a unique invoice number;

6.1.3 the year, month or other period(s) to which the relevant Contract Charge relates;

6.1.4 details of the correct Contract Reference;

6.1.5 the reference number of the purchase order issued by the Authority to which it relates;

6.1.6 the dates between which the Services subject of each of the Contract Charges detailed on the invoice were performed;

6.1.7 the methodology applied to calculate the Contract Charges;

6.1.8 the total Contract Charges gross and net of any applicable Milestone Payments or Service Credits (or other deductions) and, separately, any VAT or other sales tax payable in respect of the same;

6.1.9 a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries;

6.1.10 the banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and

6.1.11 information and documentation to enable the Authority to reasonably assess whether the Contract Charges detailed thereon are properly payable; and

6.1.12 such other invoice information as required in an Order Form,

(together the "**Supporting Information**"). The Supporting Information to be provided in breakdown or aggregate form (or combination of both) as requested from time to time by the Authority.

6.2 In addition to the Supporting Information, the Contractor shall provide to the Authority any other information/documentation reasonably required by the Authority from time to time to substantiate an invoice.

6.3 Invoices and Supporting Documentation must be submitted to the Authority using the details SSF Account Payable, FHQ Colwyn Bay LL29 8AW, or via email to SSFAccountsPayable@nthwales.pnn.police.uk

6.4 All Contractor invoices shall be expressed in sterling.

6.5 Where any invoice does not conform to the Authority's requirements set out in this Schedule 3, the Authority will have no obligation to pay such invoice and will return the disputed invoice to the Contractor. The Contractor shall promptly issue a replacement invoice which shall comply with the same.

7. PAYMENT TERMS

7.1 Subject to the Supply complying with the provisions of this Agreement, the Authority pay the Contract Charges properly due and payable to the Contractor within thirty (30) days of receipt of an undisputed valid invoice that is received by the Authority at its nominated address for invoices and in accordance with this Schedule 3. An invoice shall only be deemed to be valid if it is issued by the Contractor to the Authority in accordance with the invoicing procedure in (and otherwise complies with) this Schedule 3 (Charges and Invoicing).

SCHEDULE 4 PRICING

This Schedule details the agreed pricing as submitted and agreed to in the Contractors Invitation to tender Document 3.

To be completed with the successful Contractor bases on the responses to Document ITT Section 3

SCHEDULE 5 AUTHORITY RESPONSIBILITIES

1. GENERAL OBLIGATIONS

1.1 The Authority shall:

1.1.1 perform those obligations of the Authority which are set out in:

(a) the Clauses of this Agreement; and

(b) the paragraphs of the Schedules (but excluding any obligations on the Authority in the Service Requirements and/or Contractor Solution) each as more particularly in the column headed "Authority Responsibilities" in the relevant Implementation Plan. The Authority shall not be required to comply with any obligations on it in the Service Requirements and/or Contractor Solution; and

1.1.2 use its reasonable endeavours to:

(a) provide the Contractor with access to appropriate members of the Authority’s staff, as such access is reasonably requested by the Contractor in order for the Contractor to discharge its obligations throughout the term of this Agreement;

(b) provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Agreement as defined in the relevant Implementation Plan;

(c) provide such documentation, data and/or other information that the Contractor reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and

(d) procure for the Contractor such agreed access and use of the Authority’s premises, facilities, including relevant ICT systems as is reasonably required for the Contractor to comply with its obligations under this Agreement, such access as agreed in writing by the Authority and to be provided during the Authority's normal business hours on Working Days.

SCHEDULE 6 COTS LICENCE

1. PURPOSE

1.1 This Schedule 6 sets out the licence terms applicable to:

1.1.1 Contractor COTS Software; and

1.1.2 Third Party COTS Software,

(each as defined in Clause 87.6.2).

2. SOFTWARE LICENCE

2.1 The Contractor grants to the Authority (and the Authorised Users) with effect from the Commencement Date, for the term of this Agreement and the Termination Assistance Period, a non-exclusive licence to use the Contractor COTS Software and Third Party COTS Software in object code form for the normal operations of the Authority (and/or the Beneficiaries).

2.2 The licence in paragraph 2.1 includes the right for the Authority (and the Authorised Users) to:

2.2.1 load, execute, store, transmit and display the Contractor COTS Software and Third Party COTS Software;

2.2.2 combine, merge or otherwise permit the Contractor COTS Software and Third Party COTS Software (or any part of the same) to become incorporated with other software products or information communication technology systems in accordance with or as envisaged by the Service Requirements and the Contractor Solution;

2.2.3 copy the Contractor COTS Software and Third Party COTS Software to the extent necessary to enable the use of the Contractor COTS Software and Third Party COTS Software in accordance with this Agreement, the Service Requirements and the Contractor Solution (including the creation of a reasonable number of back-up or test copies of the Contractor COTS Software and Third Party COTS Software); and

2.2.4 any other act which is reasonably incidental to the use of the Contractor COTS Software and Third Party COTS Software in accordance with this Agreement, the Service Requirements and the Contractor Solution.

3. RESTRICTIONS ON USE OF THE SOFTWARE

3.1 The Authority shall not use the Contractor COTS Software and Third Party COTS Software contrary to any restriction stated in this Agreement or otherwise in a way that is not expressly permitted by this Agreement, the Service Requirements and/or the Contractor Solution.

3.2 Except to the extent such activities are permitted by Law or are expressly set out in this Agreement, the Service Requirements and/or the Contractor Solution or otherwise agreed by the Parties in writing, the Authority's and the Authorised Users' rights to use the Contractor COTS Software and Third Party COTS Software do not permit them to:

3.2.1 mortgage, charge or otherwise encumber the Contractor's rights in the Contractor COTS Software and Third Party COTS Software; or

3.2.2 rent, lease, loan or sub-licence the use of the Contractor COTS Software and Third Party COTS Software (or make the Contractor COTS Software and Third Party COTS Software available) to any third party other than the Authorised Users (or as permitted in Clause 22.9); or

3.2.3 translate, merge, copy, adapt, reverse engineer, decompile, disassemble, create derivative works from or modify the Contractor COTS Software and Third Party COTS Software.

3.3 If it is necessary for the Authority (or Beneficiaries) to decompile the Contractor COTS Software and/or Third Party COTS Software in order to create an independent program to allow the interoperability of the Contractor COTS Software and/or Third Party COTS Software with other software, the Authority (or Beneficiaries) shall ensure that the information obtained by the Authority (or Beneficiaries) during such activities:

3.3.1 is used only for the purpose of achieving inter-operability of the Contractor COTS Software and/or Third Party COTS Software with another software program;

3.3.2 is not disclosed or communicated to any third party (other than an Authorised User) without the Contractor's prior written consent (such consent not to be unreasonably withheld or delayed); and

3.3.3 is not used by the Authority (or the Authorised User) to create any software which the Authority (or the Authorised Users) commercially exploits in competition with the Contractor COTS Software and Third Party COTS Software.

3.4 The Authority shall:

3.4.1 use reasonable endeavours to maintain accurate and up-to-date records of the number and location of all copies of the Contractor COTS Software and Third Party COTS Software created by the Authority;

3.4.2 use all reasonable endeavours to ensure that the Authorised Users use the Contractor COTS Software and Third Party COTS Software in accordance with the terms of this Agreement; and

3.4.3 not remove or alter any copyright or other proprietary notice on any of the Contractor COTS Software and Third Party COTS Software and ensure the Contractor's copyright in the Contractor COTS Software (and, where details of the same have been provided to the Authority in the Contractor Solution, Contractor's licensor's copyright in Third Party COTS Software) is noted on any copies the Authority makes of the Contractor COTS Software and/or Third Party COTS Software on any medium.

SCHEDULE 7 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Schedule 7, the following definitions shall apply:

"Business Continuity Plan"	as defined in paragraph 2.2;
"Business Continuity Services"	as defined in paragraph 4.2;
"Disaster"	means the occurrence of one or more unplanned events which, either separately or cumulatively, mean that the Implementation Services, the Operational Services, any Deliverables and/or any other Services, or a material part thereof will be (or could reasonably be anticipated to be) interrupted, unavailable and/or impaired;
"Disaster Recovery Plan"	as defined in paragraph 2.2;
"Disaster Recovery Services"	means the services embodied in the processes and procedures for restoring the provision of the Implementation Services, the Operational Services, any Deliverables and all other Services following the occurrence of a Disaster;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of the Implementation Services, the Operational Services, any Deliverables and all other Services following the occurrence of a disaster;
"Review Report"	as defined in paragraph 6.2;
"Contractor's Proposals"	as defined in paragraph 6.2.3.

2. BCDR PLAN

2.1 Within thirty (30) days of the Commencement Date, the Contractor shall prepare and deliver to the Authority for the Authority's written signed approval a plan, which shall detail the processes and arrangements that the Contractor shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Implementation Services, the Operational Services, any Deliverables and/or any other Services (including where caused by an Insolvency Event of the Contractor, Contractor Personnel, any Sub-contractor and/or any Contractor Affiliate); and

2.1.2 the recovery of the Implementation Services, the Operational Services, the Authority Materials, Deliverables and all other Services in the event of a Disaster,

(together referred to as the "**BCDR Plan**").

2.2 The BCDR Plan shall:

2.2.1 be divided into three parts:

(a) Part A which shall set out general principles applicable to the BCDR Plan;

(b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and

(c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

2.2.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Contractor, the Authority shall:

2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

2.3.2 notify the Contractor in writing that it approves or rejects the draft BCDR Plan and shall endeavour to do so no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft BCDR Plan:

2.4.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and

2.4.2 the Contractor shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft BCDR Plan to the Authority for the Authority's written signed approval within ten (10) Working Days of the date of the Authority's notice of rejection.

2.5 The provisions of paragraphs 2.3 and 2.4 of this Schedule 5 shall apply again to any resubmitted draft BCDR Plan.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any services provided to the Authority by an Other Contractor;

3.1.3 contain an obligation upon the Contractor to liaise with the Authority and (at the Authority's request) any Other Contractors with respect to issues concerning business continuity and disaster recovery where applicable;

3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any Other Contractor in each case as notified to the Contractor by the Authority from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;

(b) identification of any single points of failure within the provision of Services and processes including supply chain for managing and mitigating the risks arising therefrom

(c) identification of risks arising from the interaction of the provision of Services and with the services provided by an Other Contractor; and

(d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-Contractors) and for the Authority;

3.1.9 identify the procedures for reverting to "normal service" which should include Recovery Point Objective (RPO), the point to which information used by an activity must be restored to enable the activity to operate on resumption and Recovery Time Objective (RTO), the period of time following an incident within which a product or service must be resumed, or activity must be resumed, or resources recovered;

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Services are provided in accordance with this Agreement at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster, Service Level Failure (or other service failure), or disruption on the operations of the Authority is minimal as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and

3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.

3.4 The Contractor shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of or in relation to any breach by the Contractor of this Agreement.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:

4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and

4.1.2 the steps to be taken by the Contractor upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;

4.2.2 set out the goods/services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such goods, services and steps, the "**Business Continuity Services**");

4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any expressly pre-agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of Service Level Failure (or other service failure) or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 illustrated topology diagrams and illustrated failover documents showing data and voice re-routing in the event of failure;

5.3.3 details of the procedures and processes to be put in place by the Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

(a) data centre and disaster recovery site audits;

(b) backup methodology and details of the Contractor's approach to data back-up and data verification;

(c) identification of all potential disaster scenarios;

(d) risk assessment;

(e) documentation of prioritised processes and procedures;

(f) hardware configuration details;

(g) single points of failure and fallover;

(h) network planning including details of all relevant data networks and communication links;

(i) invocation rules;

(j) service recovery procedures; and

(k) steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;

5.3.4 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any expressly pre-agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

5.3.5 details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.3.6 access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule 5; and

5.3.7 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Contractor shall review the BCDR Plan (and the risk analysis on which it is based):

6.1.1 on a regular basis and as a minimum once every six (6) months;

6.1.2 within three (3) months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and

6.1.3 where the Authority requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule 5) by notifying the Contractor to such effect in writing, whereupon the Contractor shall conduct such reviews in accordance with the Authority's written requirements.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule 5 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Contractor within the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Contractor shall, within ten (10) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a "**Review Report**") setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the provision of Services; and

6.2.3 the Contractor's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Contractor can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party (the "**Contractor's Proposals**").

6.3 Following receipt of the Review Report and the Contractor's Proposals, the Authority shall:

6.3.1 review and comment on the Review Report and the Contractor's Proposals as soon as reasonably practicable; and

6.3.2 notify the Contractor in writing that it approves or rejects the Review Report and the Contractor's Proposals and shall endeavour to do so no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.

6.4 If the Authority rejects the Review Report and/or the Contractor's Proposals:

6.4.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and

6.4.2 the Contractor shall then revise the Review Report and/or the Contractor's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Contractor's Proposals to the Authority for the Authority's approval within ten (10) Working Days of the date of the Authority's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Schedule 5 shall apply again to any resubmitted Review Report and Contractor's Proposals.

6.5 The Contractor shall as soon as is reasonably practicable after receiving the Authority's approval of the Contractor's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Contractor's Proposals. Any such change shall be at the Contractor's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

7.1 The Contractor shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Tests to be untaken as agreed with the Authority. Subject to paragraph 7.2 of this Schedule 5, the Authority may require the Contractor to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Authority requires an additional test of the BCDR Plan, it shall give the Contractor written notice and the Contractor shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan.

7.3 The Contractor shall, within ten (10) Working Days of the conclusion of each test, provide to the Authority a report setting out:

7.3.1 the outcome of the test;

7.3.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.3.3 the Contractor's proposals for remedying any such failures.

7.4 Following each test, the Contractor shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.5 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Contractor of any of its obligations under this Agreement.

7.6 The Contractor shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

8. INVOCATION OF THE BCDR PLAN

8.1 In the event of a complete loss of service or in the event of a Disaster, the Contractor shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Contractor shall invoke or test the BCDR Plan only with the prior consent of the Authority.

SCHEDULE 8 IMPLEMENTATION AND TESTING

1. INTRODUCTION

1.1 Core Implementation (which mainly covers configuration and is described in the Service Requirements) will always apply to this Agreement. Optional Implementation (for example, which covers integration with Authority existing systems and is also described in the Service Requirements) will only apply where purchased by the Authority in.

1.2 Both Part A and Part B apply in all cases, irrespective as to whether Optional Implementation is purchased or not.

1.4 In addition to this Schedule 8, the Service Requirements also include requirements in relation to Implementation Plans for Core Implementation and for Optional Implementation.

PART A: IMPLEMENTATION

2. OUTLINE IMPLEMENTATION PLANS

2.1 The Outline Implementation Plan for the Services is as set out or referred to in the Service Requirements and/or Contractor Solution. Such plan to cover either:

2.1.1 the Core Implementation only; or

2.1.2 the Core Implementation and the Optional Implementation,

and in either case to cover, as applicable, the implementation requirements in Schedule 2 (Service Requirements) in the (Contractor Solution) in Schudule 1, and the Tender documents.

2.2 All changes to the Outline Implementation Plan(s) shall be subject to the Variation Procedure provided that the Contractor shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise

3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

3.1 The Contractor shall submit a draft of the Detailed Implementation Plan for the Services to the Authority for approval within five (5) Working Days after the Commencement Date

3.2 The Contractor shall ensure that the draft Detailed Implementation Plan:

3.2.1 incorporates all of the Milestones and Milestone Dates set out in the relevant Outline Implementation Plan;

3.2.2 includes (as a minimum) the Contractor's proposed Deliverables, timescales and activities and Testing in respect of each of the Milestones;

3.2.3 clearly outlines all the steps required to implement the Milestones and/or any other implementation activity to be achieved (including roles, responsibilities and resources of the Parties and of third parties) together with a plan for the rest of the programme, in conformity with the Authority Requirements;

3.2.4 is produced using a software tool as specified, or agreed by the Authority;

3.2.5 sets out all proposed approval/closure criteria for all Milestones;

3.2.6 includes a 'Risk, Issues and Assumptions Log' which identifies and explains any underpinning issues, assumptions and risks associated with the Detailed Implementation Plan;

3.2.7 sets out a list of Authority Responsibilities;

3.2.8 sets out full details of all migration and transition activity that need to be completed; along with details of any additional governance arrangements which will be applied during the implementation phase;

3.2.9 includes details of how the Contractor will co-ordinate and implement activity and knowledge transfer from the Authority's existing operational and service management teams (including Authority third parties and the incumbent Contractor) and training for the Authority and its users; and

3.2.10 includes a Test Plan for each Milestone (and where applicable, each Deliverable within that Milestone),

and the Detailed Implementation Plan must also comply with the Service Requirements.

3.3 The Authority shall have the right to require the Contractor to include any reasonable changes or provisions in the Detailed Implementation Plan(s) before it is submitted to the Authority under this Schedule 8.

3.4 Following receipt of the draft Detailed Implementation Plan(s) from the Contractor, the Authority shall:

3.4.1 review and comment on the draft Detailed Implementation Plan(s) as soon as reasonably practicable; and

3.4.2 notify the Contractor in writing that it approves or rejects the draft Detailed Implementation Plan(s).

3.5 If the Authority rejects the draft Detailed Implementation Plan(s):

3.5.1 the Authority shall inform the Contractor in writing of its reasons for its rejection; and

3.5.2 the Contractor shall then revise the draft Detailed Implementation Plan(s) (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan(s) to the Authority for the Authority's approval within two (2) Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 3.5.1 and this paragraph 3.5.2 shall apply again to any resubmitted draft Detailed Implementation Plan(s), provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If there is any conflict or ambiguity between the relevant Outline Implementation Plan and its associated Detailed Implementation Plan approved by the Authority in writing, to the extent of such conflict or ambiguity, the associated Detailed Implementation Plan approved by the Authority in writing shall prevail.

3.7 Once each Detailed Implementation Plan is approved in writing and signed by the Authority, the Contractor shall comply with such approved Detailed Implementation Plan(s) and such Detailed Implementation Plan(s) shall be deemed part of this Agreement.

3.8 **Non-approval of the Detailed Implementation Plan**. If the Detailed Implementation Plan is not approved by the Authority in writing within twenty-eight (28) calendar days after the Commencement Date (or such other period as may be expressly specified in the Order Form for agreement of the Detailed Implementation Plan(s)), the Authority may terminate this Agreement in whole or in part by written notice to the Contractor, whereupon the Contractor shall reimburse the Authority for all Contract Charges paid by the Authority under this Agreement within fourteen (14) calendar days of the date of termination, and the Authority shall not be liable to pay any further Contract Charges.

4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

4.1 After approval of any Detailed Implementation Plan in accordance with paragraph 3 of Part A of this Schedule 8, the Contractor shall provide a weekly implementation report to the Authority to reflect the then current state of the implementation of the Services ("**Implementation Reports**").

4.2 Amendments to the Detailed Implementation Plan(s) shall be subject to the Variation Procedure, and provided that the Contractor shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise.

4.3 The Parties shall consider and review the Detailed Implementation Plan(s) against progress towards its successful implementation at required review meetings, as required by the Authority. In preparation for any such review meeting, a detailed report on progress against each Milestone shall be provided by the Contractor to the Authority not less than five (5) Working Days in advance of each such review meeting.

5. MILESTONES AND MILESTONE DATES

5.1 The Contractor shall ensure it Achieves each Milestone by the Milestone Date and comply with the relevant Implementation Plan.

5.2 Time shall be of the essence for all Key Milestones. Where specified by the Authority in the relevant Implementation Plan, time in relation to compliance with any other Milestone or date/timescale shall be of the essence and failure of the Contractor to comply with a Key Milestone or any other such Milestone or date/timescale shall be a material breach by the Contractor of this Agreement.

PART B: TESTING

1. DEFINITIONS

1.1 In this Schedule 8, the following definitions shall apply:

"Test" and **"Testing"**	means any tests required to be carried out pursuant to this Agreement and "**Tested"** shall be construed accordingly;
"Test Issue"	means any variance or non-conformity of the Services or Deliverables from their requirements as set out or referred to in the Service Requirements and/or the Contractor Solution and/or any failure to meet the Test Success Criteria;

2. TESTING

2.1 The Contractor shall submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.2 All Tests conducted by the Contractor shall be conducted in accordance with the testing plans in the Implementation Plan ("**Test Plans**"). The Contractor shall ensure all Test Plans include an overview of how Testing will be conducted in accordance with the Implementation Plan and will set out the processes and procedures used to capture, record and classify Test Issues and Test results including use of test reports and logs and details of any personnel, assets, technical environments and configurations which will be used to support Testing and how they will be used. Each Test Plan shall also include as a minimum:

2.2.1 the relevant Test definition;

2.2.2 the purpose of the Test;

2.2.3 the Milestone to which each Test relates;

2.2.4 the requirements being Tested;

2.2.5 for each Test, the specific criteria which determines whether such test is successful or not ("**Test Success Criteria**"); and

2.2.6 a detailed procedure for the Tests to be carried out.

2.3 The Contractor shall comply with the relevant Test Plans.

2.4 The Contractor shall provide to the Authority in relation to each Test the final test report within five (5) Working Days (or such other period as the Parties may specify in the Order Form for the delivery of the Test Plan(s)) of completion of Testing. The Authority shall be entitled to review any other test reports and logs on request.

2.5 Each test report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

2.5.1 an overview of the Testing conducted;

2.5.2 identification of the Test Success Criteria which have been satisfied or not (including reasons why a Test may have failed);

2.5.3 details of incomplete or postponed Tests; and

2.5.4 specifications of any hardware and software used when Testing (and changes that may have been applied for the purpose of Testing).

2.6 When the Contractor believes it has completed a Milestone it shall submit all Deliverables relating to that Milestone for Testing.

2.7 Each Party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved by its associate Milestone Date, the Authority shall be entitled to recover from the Contractor, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

2.8 Notwithstanding the issuing of any written achievement certificate by the Authority confirming that the Milestone or Test referred to in such certificate has been achieved ("**Achievement Certificate**"), the Contractor shall remain solely responsible for ensuring that the Services are provided in accordance with this Agreement, and the issue of an Achievement Certificate shall not:

2.8.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or

2.8.2 affect the Authority's right subsequently to reject: all or any element of the Deliverables; or any Milestone to which the Achievement Certificate relates

2.9 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Contractor any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

2.10 The Authority shall issue an Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

2.10.1 the successful completion of all Tests in respect of all Deliverables related to that Milestone;

2.10.2 confirmation by the Authority that there are no Test Issues in relation to any such Deliverables; and

2.10.3 performance by the Contractor to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).

2.11 If a Milestone is not Achieved as required, the Authority shall promptly issue a report to the Contractor setting out:

2.11.1 the issues in relation to the Test;

2.11.2 any other reasons for the relevant Milestone not being Achieved.

SCHEDULE 9 SECURITY

1. Definitions

In this Schedule 9, the following definitions shall apply:

"Baseline Security Requirements"	means the requirements in Annex 1 to this Schedule 9;
"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Contractor System, the Authority System and/or any ICT, information or data (including the Confidential Information and the Authority Data) used by the Authority, the Contractor or any Sub-contractor in connection with this Agreement; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority, the Contractor or any Sub-contractor in connection with this Agreement; and/or (c) any part of the Contractor System ceasing to be compliant with the Certification Requirements, in each case as more particularly set out in the Security Policy, the security requirements in Schedule 1 (*Services Description*) and/or the Baseline Security Requirements;
"**Certification Requirements**"	the requirements set out and/or referred to in paragraph 7;
"Core Information Management System"	those Contractor Assets, ICT Environment and/or Sites which will be used by the Contractor and/or its Sub-contractors to Process Authority Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources), which the Authority has determined in accordance with paragraph 4.2;
"Information Management System"	means the Core Information Management System and the Wider Information Management System;

"IT Health Check"	has the meaning given paragraph 8.1.1;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Risk Management Documentation"	the risk management documentation in the Order Form;
"Security Aspects Letter"	the terms of the letter attached in Annex 4 to this Schedule 9, as set out in the Order Form and such updated letter as provided by the Authority from time to time;
"Security Test"	the tests described/referred to in paragraph 8;
"**Statement of Information Risk Appetite**"	has the meaning given in paragraph 5.1;
"Vulnerability Correction Plan"	the vulnerability correction plan contained within the Risk Management Documentation;
"Wider Information Management System"	those Contractor Assets, ICT Environment and/or Sites which will be used by the Contractor and/or its Sub-contractors to Process Authority Data which have not been determined by the Authority to form part of the Core Information Management System together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources).
"National Enabling Programme Design"	the National Enabling Programme system design including accreditation provided by the Company to enable the Contractor to provide hosted services, and use by the Authority.

2. Introduction

2.1 This Schedule 9 sets out:

2.1.1 the principles which the Contractor shall comply with when performing its obligations under this Agreement in order to ensure the security of the Authority Data, the ICT Environment, the Contractor Solution, the Services and the Information Management System;

2.1.2 the process applicable to the Core Information Management System in paragraph 6;

2.1.3 the Certification Requirements applicable to the Wider

Information Management System in paragraph 7;

2.1.4 the Security Tests which the Contractor shall conduct during the term of this Agreement and the Termination Assistance Period in paragraph 8;

2.1.5 the Security Tests which the Authority may conduct during the term of this Agreement and the Termination Assistance Period in paragraph 8.6;

2.1.6 the requirements to patch vulnerabilities in the Core Information Management System in paragraph 9;

2.1.7 the obligations on the Contractor to prevent the introduction of Malicious Software into the Information Management System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Information Management System in paragraph 10; and

2.1.8 each Party's obligations in the event of an actual or attempted Breach of Security in paragraph 11.

3. Principles of Security

3.1 The Contractor acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:

3.1.1 the ICT Environment;

3.1.2 the Contractor Solution and the Services; and

3.1.3 the Information Management System

3.1.4 National Enabling Programme Design.

3.2 Notwithstanding the involvement of the Authority in the assurance of the Core Information Management System, the Contractor shall be and shall remain responsible for:

3.2.1 the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Contractor or any of its Sub-contractors;

3.2.2 the security of the Contractor Solution and the Services; and

3.2.3 the security of the Information Management System.

3.3 Each Party shall provide access to members of its information assurance personnel to facilitate the Contractor's design, implementation, operation, and the security of the Contractor Solution, the Services and Information Management System and otherwise at reasonable times on reasonable notice.

4. INFORMATION MANAGEMENT SYSTEM

4.1 The Information Management System comprises the Core Information Management System and the Wider Information Management System.

4.2 The Authority shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Authority to make such determination, the Contractor shall provide the Authority with such documentation and information that the Authority may reasonably require regarding any information assets, ICT systems and/or Sites which will be used by the Contractor or any Sub-contractor to Process Authority Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Authority shall notify the Contractor, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System.

4.3 Any proposed change to the component parts of and/or boundary of the Core Information Management System shall be notified and processed in accordance with the Variation Procedure.

5. Statement of Information Risk Appetite and Baseline Security Requirements

5.1 The Contractor acknowledges that the Authority has provided and the Contractor has received a statement of information risk appetite for the Contractor System and the Services (the "**Statement of Information Risk Appetite**").

5.2 The Baseline Security Requirements in respect of the Core Information Management System are set out in Annex 1.

6. CORE INFORMATION MANAGEMENT SYSTEM

6.1 To facilitate assurance of the Core Information Management System, the Contractor shall provide the Authority and its authorised representatives with:

6.1.1 access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request; and

6.1.2 such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

6.2 The Contractor shall notify the Authority within 2 Working Days after becoming aware of:

6.2.1 a significant change to the components or architecture of the Core Information Management System;

6.2.2 a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;

6.2.3 a change in the threat profile;

6.2.4 a significant change in the quantity of Authority/Personal Data held within the Core Information Management System; and/or

6.2.5 a proposal to change any of the Sites from which any part of the Services are provided.

7. Certification Requirements

7.1 The Contractor shall ensure, within 12 months of the Commencement Date, that the Contractor and any Sub-contractor with access to Authority Data or who will Process Authority Data are certified as compliant with:

7.1.1 ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

7.1.2 Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Contractor or the relevant Sub-contractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Authority Data. Any exceptions to the flow- down of the certification requirements to third party Contractors and sub- contractors must be agreed with the Authority in writing in advance.

7.2 The Contractor shall ensure, at all times during the term of this Agreement and the Termination Assistance Period, that the Contractor and each Sub-contractor who is responsible for the secure destruction of Authority Data:

7.2.1 securely destroys Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

7.2.2 are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Authority.

The Contractor shall provide the Authority with evidence of its and its Sub-contractor's compliance with the requirements set out in this paragraph 7 before the Contractor or the relevant Sub-contractor (as applicable) shall be permitted to carry out the secure destruction of the Authority Data.

7.3 The Contractor shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Contractor or any Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-contractor shall:

7.3.1 immediately ceases using the Authority Data; and

7.3.2 procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Authority Data in accordance with Baseline Security Requirements.

8. Security Testing

8.1 The Contractor shall, at its own cost and expense:

8.1.1 procure a CHECK IT Health Check of the Core Information Management System (an "**IT Health Check**") by a NCSC approved member of the CHECK Scheme:

(a) if directed to do so by the Authority in accordance with paragraph 8.2; and

(b) once every 12 months during the Term.

8.1.2 conduct vulnerability scanning and assessments of the Core Information Management System monthly and provide the results of these scans to the Authority for review;

8.1.3 conduct an assessment as soon as reasonably practicable following receipt by the Contractor or any of its Sub-contractors of a critical vulnerability alert from a Contractor of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and

8.1.4 conduct such other tests as are required by:

(a) any Vulnerability Correction Plans;

(b) the ISO27001 certification requirements.

8.2 The Authority and/or its authorised representatives shall be entitled, at any time and without giving notice to the Contractor, to carry out security tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System ("**Authority Security Tests**"). The Authority shall take reasonable steps to notify the Contractor prior to carrying out such Authority Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature of the Authority Security Test.

8.3 The Authority shall notify the Contractor of the results of such Authority Security Tests after completion of each Authority Security Test.

8.4 The Authority Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. Subject to the Contractor complying with this Schedule 9, if an Authority Security Test directly causes a Service Level Failure in a particular Service Period, to the extend such Service Level Failure is caused by an Authority Security Test the Contractor shall be granted relief in respect of such

Service Level Failure for that Service Period.

8.5 If any repeat Security Test carried out pursuant to paragraph 8.9 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material breach of this Agreement and the Authority may by terminate this Agreement with immediate effect by issuing a termination notice to the Contractor.

9. Vulnerabilities and Corrective Action

9.1 The Authority and the Contractor acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Authority Data.

9.2 The severity of vulnerabilities for software (whether Contractor or third party software) shall be categorised by the Contractor as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Risk Management Documentation and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at http://nvd.nist.gov/cvss.cfm); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 Subject to paragraph 9.4, the Contractor shall procure the application of security patches to vulnerabilities in the Core Information Management System within:

9.3.1 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';

9.3.2 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and

9.3.3 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.

9.4 The timescales for applying patches to vulnerabilities in the Core Information Management System set out in paragraph 9.3 shall be extended where:

9.4.1 the Contractor can demonstrate that a vulnerability in the Core Information Management System is not exploitable within the context of the Services (e.g. because it resides in a software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Contractor within the timescales set out in paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services; or

9.4.2 the application of a 'Critical' or 'Important' security patch adversely affects the Contractor's ability to deliver the Services in which case the Contractor shall be granted an extension to such timescales of 5 days, provided the Contractor had followed and continues to follow the security patch test plan agreed with the Authority.

9.5 The Contractor shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;

9.5.2 ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the term of this Agreement and the Termination Assistance Period;

9.5.4 pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Risk Management Documentation;

9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent calendar month during the term of this Agreement (and during the Termination Assistance Period), provide the Authority with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report and any failure to comply with the timescales set out in paragraph 9.3 for applying patches to vulnerabilities in the Core Information Management System;

9.5.6 propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Core Information Management System); and

9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the Core Information Management System and provide initial indications of possible mitigations.

9.6 If the Contractor is unlikely to be able to mitigate the vulnerability within the timescales under paragraph 9, the Contractor shall immediately notify the Authority.

9.7 If the Contractor fails to patch vulnerabilities in the Core Information Management System in accordance with paragraph 9.3, such failure shall constitute a material breach of this Agreement and the Authority may by terminate this Agreement with immediate effect by issuing a termination notice to the Contractor.

10. Malicious Software

10.1 The Contractor shall install and maintain anti-Malicious Software or procure that latest versions of anti-virus definitions and anti-Malicious Software is installed and maintained on any part of the Information Management System, which may Process Authority Data and ensure that such anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

10.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses/effect and to restore the Services to their desired operating efficiency.

10.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 10.2 shall be borne by the Parties as follows:

10.3.1 by the Contractor where the Malicious Software originates from the Deliverables, the Contractor Assets or the Authority Assets (whilst the Authority Assets was under the control of the Contractor) unless the Contractor can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Contractor; and

10.3.2 otherwise by the Authority.

11. Breach of Security

11.1 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall notify the other in accordance with the security incident management process.

11.2 The security incident management process shall, as a minimum, require the Contractor upon becoming aware of a Breach of Security or an attempted Breach of Security to:

11.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority which shall be completed within such timescales as the Authority may reasonably require) necessary to:

(a) minimise the extent of actual or potential harm caused by such Breach of Security;

(b) remedy such Breach of Security to the extent possible and protect the integrity of the Information Management System against any such potential or attempted Breach of Security;

(c) apply a tested mitigation against any such Breach of Security or potential or attempted Breach of Security and, provided that reasonable testing has been undertaken by the Contractor, if the mitigation adversely affects the Contractor's ability to deliver the Services so as to meet any Service Level, the Contractor shall be granted relief against the failure to meet such affected Service Level for such period as the Authority, acting reasonably, may specify by written notice to the Contractor; and

(d) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure;

11.2.2 as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

11.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the Information Management System and/or this Agreement, then such action and any required change to the Information Management System shall be completed by the Contractor at no cost to the Authority.

11.4 If the Contractor fails to comply with its obligations set out in this paragraph 11, such failure shall constitute a material breach of this Agreement, which if not remedied to the satisfaction of the Authority, shall permit the Authority to terminate this Agreement with immediate effect by issuing a termination notice to the Contractor.

12. Data Processing, Storage, Management and Destruction

12.1 In addition to the obligations on the Contractor set out Clause 23.7 (Data Protection) in respect of Processing Personal Data and compliance with the Data Protection Laws, the Contractor shall:

12.1.1 Process Authority Data only at the Sites and such Sites must not be located outside of the United Kingdom except where the Authority has given its consent to a transfer of the Authority Data to a location outside of the United Kingdom in accordance with Clause 23.7;

12.1.2 on demand, provide the Authority with all Authority Data in an agreed open format;

12.1.3 have documented processes to guarantee availability of Authority Data in the event of the Contractor ceasing to trade;

12.1.4 securely erase any or all Authority Data held by the Contractor when requested to do so by the Authority; and

12.1.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, as directed by the Authority.

ANNEX 1 TO SCHEDULE 9: BASELINE SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

1.1 If the provision of the Services requires the Contractor to Process Authority Data which is classified as OFFICIAL-SENSITIVE, the Contractor shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards;

2. End User Devices

2.1 The Contractor shall ensure that any Authority Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.

2.2 The Contractor shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: htThe Contractor://www.ncsc.gov.uk/guidance/end-user-device-security.

3. Networking

The Contractor shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel Security

4.1 All Contractor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.

4.2 The Authority and the Contractor shall review the roles and responsibilities of the Contractor Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which is classified as OFFICIAL-SENSITIVE.

4.3 The Contractor shall not permit Contractor Personnel who fail the security checks required by paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

4.4 The Contractor shall ensure that Contractor Personnel are only granted such access to Authority Data as is necessary to enable the Contractor Personnel to perform their role and to fulfil their responsibilities.

4.5 The Contractor shall ensure that Contractor Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Contractor or any of its Sub-contractors), have their rights to access the Authority Data revoked within 1 Working Day.

5. Identity, Authentication and Access Control

5.1 The Contractor shall operate an access control regime to ensure:

5.1.1 all users and administrators of the Contractor System are uniquely identified and authenticated when accessing or administering the Services; and

5.1.2 all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

5.2 The Contractor shall apply the 'principle of least privilege' when allowing persons access to the Contractor System and Sites so that such persons are allowed access only to those parts of the Sites and the Contractor System they require.

5.3 The Contractor shall retain records of access to the Sites and to the Contractor System and shall make such record available to the Authority on request.

6. Audit and Protective Monitoring

6.1 The Contractor shall collect audit records which relate to security events in Core Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Contractor audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.

6.2 The Contractor and the Authority shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.

6.3 The retention periods for audit records and event logs must be agreed with the Authority and documented in the Risk Management Documentation.

6.4 The Authority has the right to audit the Contractors security services which support this contact (ISO27001:2013 ISMS and infrastructure controls).

ANNEX 2 TO SCHEDULE X: RISK MANAGEMENT DOCUMENTATION TEMPLATE

APPENDIX - RISK MANAGEMENT DOCUMENTATION*

Author:

Owner:

Date:

Version:

1 EXECUTIVE SUMMARY

<This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.>

1.1 Change History

Version Number	Date of Change	Change made by	Nature and reason for change

1.2 References, Links and Dependencies

This document is dependent on the supporting information and assurance provided by the following documents.

ID	Document Title	Reference	Date
1.			
2.			
3.			

2 SYSTEM DESCRIPTION

2.1 Background

< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>

2.2 Organisational Ownership/Structure

< Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>

2.3 Information assets and flows

<The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.>

2.4 System Architecture

<A description of the physical system architecture, to include the system management. A diagram will be needed here>

2.5 Users

<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.>

2.6 Locations

<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2013) these should be noted. Any off-shoring considerations should be detailed.>

2.7 Test and Development Systems

<Include information about any test and development systems, their locations and whether they contain live system data.>

2.8 Key roles and responsibilities

<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >

3 RISK ASSESSMENT

3.1 Accreditation/Assurance Scope

<This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.>

3.2 Risk appetite

<A risk appetite should be agreed with the SIRO/SRO and included here.>

3.3 Business impact assessment

< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>

3.4 Risk assessment

<The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of departmental identifier	Very low
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered. C15. Staff awareness training	Low

3.5 Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check

C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC

ID	Control title	Control description	Further information and assurance status
C15	Staff / Supplier Personnel awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification

3.6 Residual risks and actions

<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>

4 IN-SERVICE CONTROLS

< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include at least:

a) information risk management and timescales and triggers for a review;

b) contractual patching requirements and timescales for the different priorities of patch;

c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;

d) configuration and change management;

e) incident management;

f) vulnerability management;

g) user access management; and

h) data sanitisation and disposal.>

5 SECURITY OPERATING PROCEDURES (SYOPS)

< If needed any SyOps requirements should be included and referenced here.>

6 MAJOR HARDWARE AND SOFTWARE AND END OF SUPPORT DATES

< This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.>

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	XXX	

7 INCIDENT MANAGEMENT PROCESS

<The suppliers' process, as agreed with the Authority, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority and the process that will be undertaken to mitigate the incidents and investigate the root cause.>

8 SECURITY REQUIREMENTS FOR USER ORGANISATIONS

<Any security requirements for connecting organisations or departments should be included or referenced here.>

9 REQUIRED CHANGES REGISTER

<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status

10 DATA PROCESSING APPENDIX

As attached to the Order Form

11 ANNEX A. ISO27001 AND/OR CYBER ESSENTIAL PLUS CERTIFICATES

<Any certifications relied upon should have their certificates included>

12 **ANNEX B**. Cloud Security Principles assessment

<A spreadsheet may be attached>

13 **ANNEX C**. Protecting Bulk Data assessment if required by the Authority

<A spreadsheet may be attached>

14 **ANNEX D. LATEST ITHC REPORT AND VULNERABILITY CORRECTION PLAN**

<Insert>

THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT BY THE SIGNATURE OF THEIR DULY AUTHORISED REPRESENTATIVES, EFFECTIVE FROM THE COMMENCEMENT DATE

SIGNED BY	
………………………………………………	....
(*print name*)	(*signature*)
FOR AND ON BEHALF OF	....
[AUTHORITY]	(*title*)
	....
	(*date*)
SIGNED BY	
………………………………………………	....
(*print name*)	(*signature*)
FOR AND ON BEHALF OF	....
[SUPPLIER]	(*title*)
	....
	(*date*)

ANNEX 3 TO SCHEDULE X: ADDITIONAL VETTING REQUIREMENTS

The Contractor must ensure:

- all Contractor Personnel delivering Services are Non-Police Personnel Vetting Level 3 (“**NPPV3”**) vetted in line with the Authority’s vetting policy; and
- all Contractor Personnel must undergo and obtain NPPV3 vetting, prior to the Commencement Date.

The Contractor must only utilise security vetted personnel in the delivery of Services that comply with security protocol detailed within the Security Aspects Letter, with all Contractor Personnel meeting the eligibility criteria for police vetting at NPPV3, issued by the Warwickshire Police National Contractor Vetting Scheme (NCVS).

To be completed with the successful Contractor bases on Section 8 CONTRACTORS AND SUB-CONTRACTORS APPROVAL TO WORK ON THIS CONTRACT outlined in this Document ITT Section 1A & 1B

ANNEX 4 TO SCHEDULE 9: SECURITY ASPECTS LETTER

The Contractor shall comply with the Security Aspects Letter.

[TO BE INSERTED – SEE THE INVITATION TO TENDER]

Need updated copy

SCHEDULE 10 CHANGE CONTROL NOTE

CHANGE CONTROL NOTIFICATION	
CCNUMBER	00*

Contract Title	
Contract Reference	
Start Date	
End Date	
Ultimate End Date	
Description	
Contractor	
Main contact details	
DATE	

<u>Details of Change</u>

ATTACHMENTS AND SUPPORTING PAPERS/QUOTATIONS
DETAIL OF CHANGE REQUIRED
COMPLETION DATE
COSTS

	For North Wales Police	For contractor
Name:		
Position:		
Date:		
Signature:		

SCHEDULE 11 KEY SUB-CONTRACTORS

1. KEY SUBCONTRACTORS

1.1 The Parties agree that they will update this Schedule 10 periodically to record any Key Sub-Contractors appointed by the Contractor with the written signed consent of the Authority after the Commencement Date.

Key Sub-contractor name and address (if not the same as the registered office)	**Registered office and company number**	**Related product/ service description**	**Key Sub-contract price expressed as a percentage of total projected Charges over the term of this Agreement**	**Key role in delivery of the Services**

SCHEDULE 12 EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Schedule 12, the following definitions shall apply:

"Emergency Exit"	means any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with its terms, except where the period of notice to terminate is equal to or greater than three (3) months; (b) wrongful termination or repudiation of this Agreement by either Party;
"Exclusive Assets"	means those Contractor Assets used by the Contractor or a Key Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Schedule 11;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.3 of this Schedule 11 for managing the Parties' respective obligations under this Schedule 11;
"Net Book Value"	means the net book value of the relevant Contractor Asset(s) calculated in accordance with the depreciation policy of the Contractor set out in the letter in the agreed form from the Contractor to the Authority of even date with this Agreement;
"Non-Exclusive Assets"	means those Contractor Assets (if any) which are used by the Contractor or a Key Sub-Contractor in connection with the Services but which are also used by the Contractor or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Schedule 11;
"Ordinary Exit"	means any termination/expiry of the whole or any part of this Agreement which occurs: (a) where the period of notice given by the Party serving notice to terminate in accordance with the terms of this Agreement is equal to or greater than three (3) months; or (b) as a result of the expiry of the Initial Period or any extension period;
"Termination Assistance"	means the activities to be performed by the Contractor pursuant to the Exit Plan, and any other assistance required by the Authority pursuant to the Termination Assistance Notice (which may include the provision of the Operational Services themselves and/or any other Services);
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Schedule 11;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Contractor is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Schedule 11;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-Contracts, licences for Contractor Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Contractor to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in paragraph 9.2.1 of this Schedule 11;

"Transferring Contracts"	has the meaning given to it in paragraph 9.2.2 of this Schedule 11.

2. INTRODUCTION

2.1 This Schedule 12 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Contractor to the Authority leading up to and covering the termination/expiry of this Agreement (in whole or in part) and the transfer of service provision to the Authority and/or a Replacement Contractor.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services (in whole or in relation to a particular Service) from the Contractor to the Authority and/or a Replacement Contractor at the termination/expiry of this Agreement (in whole or in part).

2.3 As either:

2.3.1 only Core Implementation apply to this Agreement; or

2.3.2 both Core Implementation and Optional Implementation apply to this Agreement (Optional Implementation to only apply if and as set out in the Order Form),

the scope of the Exit Information and/or the Exit Plan may be amended in the Order Form to reflect the Authority's requirements.

('Core Implementation' and 'Optional Implementation' as described in the Service Requirements.)

3. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

3.1 During the term of this Agreement, the Contractor shall:

3.1.1 create and maintain a Register of all:

(a) Contractor Assets, detailing their:

(i) make, model and asset number;

(ii) ownership;

(iii) status as either Exclusive Assets or Non-Exclusive Assets;

(iv) Net Book Value;

(v) condition and physical location; and

(vi) use (including technical specifications);

and, the scope of Contractor Assets required to be included in a Register may be amended in the Order Form to reflect the Authority's requirements, and

(b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

3.1.2 where Optional Implementation (as described in the Service Requirements) is purchased under the Order Form, create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

3.1.3 agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that Contractor Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

3.2 The Contractor shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

3.3 **Exit Manager**. Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule 12 and provide written notification of such appointment to the other Party within three (3) months of the Commencement Date. The Contractor's Exit Manager shall be responsible for ensuring that the Contractor and its employees, agents and Sub-Contractors comply with this Schedule 12. The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule 12. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule 11 and each Party's compliance with it.

4. EXIT INFORMATION

4.1 On reasonable notice at any point during the term of this Agreement, the Contractor shall provide to the Authority and/or its potential Replacement Contractors (subject to the potential Replacement Contractors entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractors undertaking due diligence:

4.1.1 details of the Service(s);

4.1.2 a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers;

4.1.3 an inventory of Authority Materials in the Contractor's possession or control;

4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

4.1.6 all information relating to Transferring Contractor Employees required to be provided by the Contractor under this Agreement; and

4.1.7 such other material and information as the Authority shall reasonably require,

(together, the "**Exit Information**").

4.2 The Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information to an actual or prospective Replacement Contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 4.2 of this Schedule 11 disclose any Contractor's Confidential Information which is information relating to the Contractor's or its Sub-Contractors' prices or costs).

4.3 The Contractor shall:

4.3.1 notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Authority regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

4.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Contractor shall be such as would be reasonably necessary to enable a third party to:

4.4.1 prepare an informed offer for those Services; and

4.4.2 not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate).

5. EXIT PLAN

5.1 The Contractor shall, within three (3) months after the Commencement Date, deliver to the Authority an Exit Plan which:

5.1.1 sets out the Contractor's proposed methodology for achieving an orderly transition of the Services from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Agreement;

5.1.2 complies with the requirements set out in paragraph 5.3 of this Schedule 12;

5.1.3 complies with any additional requirements as set out in the Service Requirements;

5.1.4 is otherwise reasonably satisfactory to the Authority.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Authority, the Exit Plan shall set out, as a minimum:

5.3.1 how the Exit Information is obtained;

5.3.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, and in the case of Emergency Exit, provision for the supply by the Contractor of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;

5.3.3 a mechanism for dealing with partial termination on the assumption that the Contractor will continue to provide the remaining Services under this Agreement;

5.3.4 a mechanism for dealing with suspension on the assumption that the suspension may be lifted and/or notice to terminate subsequently issued;

5.3.5 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;

5.3.6 the management structure to be employed during the Termination Assistance Period;

5.3.7 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;

5.3.8 how the Services will transfer to the Replacement Contractor and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-Contractors (where applicable);

5.3.9 the scope of the Termination Services that may be required for the benefit of the Authority;

5.3.10 a timetable and critical issues for providing the Termination Services;

5.3.11 how the Termination Services would be provided (if required) during the Termination Assistance Period;

5.3.12 details of contracts (if any) which will be available for transfer to the Authority and/or the Replacement Contractor upon the termination/expiry of this Agreement (in whole or in part) together with any reasonable costs required to effect such transfer (and the Contractor agrees that all assets and contracts used by the Contractor in connection with the provision of the Services will be available for such transfer);

5.3.13 proposals for the training of key members of the Replacement Contractor's personnel in connection with the continuation of the provision of the Services following the termination/expiry of this Agreement (in whole or in part) charged at rates agreed between the Parties at that time;

5.3.14 proposals for providing the Authority or a Replacement Contractor copies of all documentation:

(a) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Contractor; and

(b) relating to the use and operation of the Services;

5.3.15 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Contractor in connection with the performance of the supply of the Services;

5.3.16 proposals for the identification and return of all Authority-Specific Deliverables and Authority Materials in the possession of and/or control of the Contractor or any third party (including any Sub-Contractor);

5.3.17 proposals for the disposal of any redundant Services and materials;

5.3.18 procedures to deal with requests made by the Authority and/or a Replacement Contractor for Staffing Information;

5.3.19 how each of the issues set out in this Schedule 12 will be addressed to facilitate the transition of the Services from the Contractor to the Replacement Contractor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and

5.3.20 proposals for the supply of any other information or assistance reasonably required by the Authority or a Replacement Contractor in order to effect an orderly handover of the provision of the Services.

6. TERMINATION ASSISTANCE

6.1 The Authority shall be entitled to require the provision of Termination Assistance at any time during the term of this Agreement by giving written notice to the Contractor (a "**Termination Assistance Notice**") at least four (4) months prior to the termination/expiry of this Agreement (in whole or in part) or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

6.1.1 the date from which Termination Assistance is required;

6.1.2 the nature of the Termination Assistance required; and

6.1.3 the period during which it is anticipated that Termination Assistance will be required, which may continue for any period during the term of this Agreement but shall continue no longer than twelve (12) months after the termination/expiry of this Agreement (in whole).

6.2 The Authority shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not in aggregate extend the term of the Termination Assistance Period beyond twelve (12) months after the termination/expiry of this Agreement (in whole), and provided that it shall notify the Contractor to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than fifteen (15) Working Days' written notice upon the Contractor to such effect.

7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Authority may require in writing, the Contractor shall:

7.1.1 continue to provide the Termination Assistance (which may include any Services);

7.1.2 in addition to providing the Termination Assistance, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Contractor;

7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Schedule 12 without additional costs to the Authority;

7.1.4 provide the Termination Assistance to meet or exceed the Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and

7.1.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

7.2 Without prejudice to the Contractor's obligations under paragraph 7.1.3 of this Schedule 12, if it is not possible for the Contractor to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Schedule 11 without additional costs to the Authority, any additional costs incurred by the Contractor in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.

7.3 If the Contractor demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Assistance during the Termination Assistance Period will have a material, unavoidable adverse effect on the Contractor's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Level and/or the applicable Service Credits to take account of such adverse effect in accordance with the Variation Procedure.

8. TERMINATION OBLIGATIONS

8.1 The Contractor shall comply with all of its obligations contained in the Exit Plan upon termination or expiry of his Agreement (in whole or in part).

8.2 Upon termination or expiry of this Agreement (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the other Termination Assistance and its compliance with the other provisions of this Schedule 12), the Contractor shall:

8.2.1 cease to use the Authority Data;

8.2.2 provide the Authority and/or the Replacement Contractor with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);

8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;

8.2.4 return to the Authority such of the following as is in the Contractor's possession or control (and delete or destroy all copies of the same as directed by the Authority):

(a) all copies of the Authority Software and any other software licensed by the Authority to the Contractor under this Agreement;

(b) all materials created by the Contractor under this Agreement in which the IPRs are owned by the Authority;

(c) any parts of the ICT Environment and any other equipment which belongs to the Authority;

(d) any items that have been on-charged to the Authority, such as consumables; and

(e) all Authority-Specific Deliverables and Authority Materials and these shall be handed back to the Authority in good working order (allowance shall be made only for reasonable wear and tear);

(f) any sums prepaid by the Authority in respect of Services not delivered by the termination/expiry of this Agreement (in whole or in part);

8.2.5 vacate any Authority Premises;

8.2.6 remove the Contractor Equipment which remain owned by the Contractor (or relevant third party) together with any other materials used by the Contractor to supply the Services and shall leave the Sites in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor and/or any Contractor Personnel;

8.2.7 provide access during normal working hours to the Authority and/or the Replacement Contractor for up to twelve (12) months after expiry or termination to:

(a) such information relating to the Services as remains in the possession or control of the Contractor; and

(b) such members of the Contractor Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Contractor, provided that the Authority and/or the Replacement Contractor shall pay the reasonable costs of the Contractor actually incurred in responding to requests for access under this paragraph.

8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the other Termination Assistance and its compliance with the other provisions of this Schedule 11), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or the other Termination Assistance or for statutory compliance purposes.

8.4 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS, SUB-CONTRACTS AND SOFTWARE

9.1 During the term of this Agreement, following notice of termination of this Agreement and/or during the Termination Assistance Period, the Contractor shall not, without the Authority's prior written consent:

9.1.1 terminate, enter into or vary any Sub-Contract;

9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Contractor Assets or acquire any new Contractor Assets; or

9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Contractor pursuant to paragraph 7.1.5 of this Schedule 12, the Authority shall provide written notice to the Contractor setting out:

9.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Contractor ("**Transferring Assets**");

9.2.2 which, if any, of: (a) the Exclusive Assets that are not Transferable Assets; and (b) the Non-Exclusive Assets, the Authority and/or the Replacement Contractor requires the continued use of; and

9.2.3 which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Contractor (the "**Transferring Contracts**"),

in order for the Authority and/or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Contractor, the Contractor shall provide all reasonable assistance to the Authority and/or its Replacement Contractor to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Contractor requires to provide the Services or the Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Contractor shall sell the Transferring Assets to the Authority and/or its nominated Replacement Contractor for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Contract Charges at the termination/expiry of this Agreement (in whole or in part), in which case the Authority shall pay the Contractor the Net Book Value of the Transferring Asset less the amount already paid through the Contract Charges.

9.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Contractor (as appropriate) on payment for the same.

9.5 Where the Contractor is notified in accordance with paragraph 9.2.2 of this Schedule 12 that the Authority and/or the Replacement Contractor requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Contractor shall as soon as reasonably practicable:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Contractor to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

9.6 The Contractor shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Contractor of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

9.7 The Authority shall:

9.7.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and

9.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.

9.8 The Contractor shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Contractor has been effected.

9.9 The Contractor shall indemnify the Authority (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Contractor) pursuant to paragraph 9.6 of this Schedule 11 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. CONTRACTOR PERSONNEL

10.1 The Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor.

10.2 During the Termination Assistance Period, the Contractor shall give the Authority and/or the Replacement Contractor reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or the Replacement Contractor.

10.3 The Contractor shall immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.4 The Contractor shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, Contractors or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Contractor, unless approval has been obtained from the Authority.

11. CHARGES

11.1 Save as for Operational Services performed in accordance with this Agreement during the Termination Assistance Period (in which case the associated Service Charges (as well as the Service Levels and Service Credits) shall apply), the Contractor shall not make any other charges for the services provided by the Contractor pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Contractor in relation to, its compliance with, this Schedule 11 including the preparation and implementation of the Exit Plan, the Termination Assistance and/or any other activities to be performed during or after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Contractor and/or the Replacement Contractor and the Contractor (as applicable) as follows:

12.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

12.1.2 the Authority shall be responsible for (or shall procure that the Replacement Contractor shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

12.1.3 the Contractor shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Contractor shall pay) any monies due under paragraph 12.1 of this Schedule 12 as soon as reasonably practicable.

SCHEDULE 13 MANAGEMENT INFORMATION REQUIREMENTS

This Schedule 13 sets out the joint body to be established for the management and governance of this Agreement; and the principal reports and information to be provided by the Contractor for the purposes of this Agreement.

GOVERNANCE BODIES AND MEETINGS

The Contractor shall arrange Agreement Liaison Meetings to be attended by the designated representatives of each Party, including the contract manager of each Party (as set out below) and such other representatives as may be nominated by the relevant Party up to a maximum number specified by the Company. The functions of the Agreement Liaison Meetings shall include communication between the Parties, performance review, escalation of implementation and operational issues, and planning for change under this Agreement.

The Meetings shall be held at least every three (3) months (or as otherwise required by the Authority) in order to review the performance of the Contractor under this Agreement, and to plan for any changes under this Agreement. The specific format and agenda for such meetings shall be left to the discretion of the Authority, but written minutes of such meetings shall be prepared, and kept by the Contractor, which shall supply a copy to the Contractor within five (5) Working Days of each Liaison Meeting.

The Meetings shall be chaired by a representative of the Contractor.

MANAGEMENT INFORMATION

The Contractor will provide Management Information to the Authority at regular intervals as required by the Authority. Such information will consist of:

- Current position against project plan
- Invoice and payment position and queries;
- compliance with the Tender and the Contractor Solution;
- failures to comply reported by Contracting Authorities;
- time taken to respond and resolve any issues or disputes; and
- any other reports and information as requested by the Company.

The Management Information shall be provided by the Contractor to the Company in a reasonable format and/or any other format as required by the Authority from time to time.

ADDITIONAL MI

In addition the Contractor shall comply with any management information/reporting requirements referred to in the Service Requirements.

SCHEDULE 14 COMMERCIALLY SENSITIVE INFORMATION

REQUIREMENTS

The Contractor has identified the information which it reasonably believes is genuinely commercially-sensitive and which it believes the disclosure of which would be contrary to the public interest and therefore exempt from disclosure under section 43 of the FOIA. Such information is listed below. Where possible, the Contractor has sought to identify the duration after which the Information will cease to fall into the category of "commercially-sensitive". For the avoidance of doubt, the Authority and Contracting Authorities are not bound by the belief of the Contractor and will use its/their discretion when determining what information is to be disclosed under the FOIA and/or Transparency provisions (irrespective of the information referred to below). The Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with Freedom of Information Act (FoIA).

All the information that the Authority supplies as part of this Contract shall be treated as confidential information.

The Contractor must complete each Table fully and give full, valid and justifiable reasons for including any information in the Tables below. The Authority cannot accept any broad attempt to class all, or any broad categories of, information as either 'confidential information' or 'commercially sensitive' information and may discard a Bidder's attempts to classify information in this way.

Confidential Information:

Information considered confidential information Reason for FoIA exemption (include paragraph reference) Period exemption is sought (months)

Type of Information	Item Description	Document Reference	Held By	Duration of Sensitivity (Months)	Reason for FoIA exemption

To be completed with the successful Contractor based on the responses to Document ITT Section 3.

SCHEDULE 15 DATA PROCESSING AGREEMENT

The contact details of the Authority Data Protection Officer is:

The contract details of the Contractor Data Protection Officer is:

DATA PROCESSING AGREEMENT

THIS AGREEMENT is made on the [*add date*] day of *[add month year]*

BETWEEN

The Chief Constable of North Wales Police, Force Headquarters, Galn-Y-Don, Colwyn Bay, North Wales LL29 8AW (herein after called the "Controller") of the one part and

[add details of third party data processor name and address] (herein after called the "Processor"), *[add address]*.

1.0 Purpose

The Purpose of the processing is described within Schedule A.

This Agreement sets out the terms and conditions under which Data held by the Controller will be disclosed to and used by the Processor.

The Purpose is consistent with the original purpose of the Data creation and/or collection.
The Processing of Data for the Purpose will assist the Controller to fulfil his obligations as described in Schedule A.

Controllership of the Police Data shall at all times remain with the Controller.

2.0 Definitions

Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it;
The following words and phrases used in this Agreement shall have the following meanings except where the context otherwise requires:

"Aggregated Data"	means Police Data presented to the extent that no living individual can be identified from the Aggregated Data or any other Data in the possession of, or likely to come into the possession of any person obtaining the Aggregated Data.
"Agreement"	means this Data Processing Agreement together with its schedules and all other documents attached to or referred to as forming part of this agreement.
"Confidential Information"	means all Police Data and any other information relating to the Controller's customers and prospective customers, current or projected financial or trading situations business plans, business strategies, developments and all other information relating to the Controller's business affairs including any trade secrets, know-how and any information of a confidential nature imparted by the Controller to the Processor during the term of this Agreement or coming into existence as a result of the Processor's obligations, whether existing in hard copy form or otherwise, and whether disclosed orally or in writing.
"Controller"	have the same meaning as in Article 4 of GDPR.
"Data, Controller, Data Subject, Processor, Processing, Personal	have the same meaning as in Article 4 of GDPR

Data, Personal Data Breach, Pseudonymisation and Processing”	
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and (iii) all applicable Law about the processing of personal data and privacy.
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their personal data.
“Data Subject”	have the same meaning as in Article 4 of GDPR.
“Data”	have the same meaning as in Article 4 of GDPR.
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679)
“Heading”	are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement;
“Including”	The word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.
“LED”	means the Law Enforcement Directive (Directive (EU) 2016 /680)
“Party”	means a Party to this Agreement
“Personal Data Breach”	have the same meaning as in Article 4 of GDPR.
“Personal Data”	have the same meaning as in Article 4 of GDPR.
“Police Data”	means any Data including Personal Data and Special Categories of Personal Data, to be provided to, or collected by, the Data Processor and processed on behalf of the Controller as identified at Schedule A of this Data Processing Agreement
“Police Manager”	means Chief Information Officer who has oversight and responsibility for this project/business area, for ensuring the Processing on behalf of the Controller or other such person as shall be notified to the Processor from time to time is in compliance with the terms of this Agreement. The Police Manager will assume responsibility for co-ordinating data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this Agreement.
“Processing”	have the same meaning as in Article 4 of GDPR.
“Processor”	have the same meaning as in Article 4 of GDPR.
“Project Manager”	means Digital Application Project Manager who has day-to-day management responsibility for the Processing and compliance

	with this Agreement on behalf of the Processor or such other person as shall be notified to the Controller from time to time. The Project Manager will assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests as directed by the terms of this Agreement.
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted.
"Pseudonymisation"	have the same meaning as in Article 4 of GDPR.
"Purpose"	means the purpose of the Processing as set out within Schedule A of this Data Processing Agreement
"Services"	means the Data Processing activity and services to be undertaken by the Data Processor on behalf of the Controller, as identified in Schedule A of this Data Processing Agreement
"Special Categories of Personal Data"	has the same meaning as in Article 9 of GDPR.

3.0 Miscellaneous
Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, reference to clauses and schedules are references to the clauses of and schedules to this Agreement;

Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and the word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.

4.0 Provision or Collection of Police Data
4.1 The manner and frequency of transmission of Police Data from the Controller to the Processor is set out in Schedule A of this Data Processing Agreement.

5.0 Access to the Police Data
5.1 Access to the Police Data will be restricted to the Controller or those employees of the Processor who have been approved and authorised by the Controller, directly involved in the processing of the Police Data in pursuance of the Purpose. All Employees must be have been Vetted and signed an Undertaking of Confidentiality prior to having access to any or all of the Data.

6.0 Data Protection and Human Rights
6.1 The processing of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Agreement by the Data Protection Legislation. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Agreement.

6.2 The Processor shall notify the Controller immediately if it considers that any of the Controllers instructions infringe the Data Protection Legislation.

6.3 The only processing that the Processor is authorised to do is listed in Schedule A by the Controller and may not be determined by the Processor. Where deviation from Schedule A is required this will only occur where previously authorised in writing by the Police Manager to the Project Manager.

6.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6.5 The Processor may not contact any Data Subject except where permitted by Schedule A.

6.6 The Processor shall notify the Controller without undue dealy if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or com undue dealy munication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

(f) becomes aware of a Data Loss Event.

6.7 The Processor's obligation to notify under the preceding clause shall include the provision of further information to the Controller in phases, as details become available.

6.8 Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under preceding clauses (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

6.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

6.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.

6.11 The Processor shall designate a data protection officer if required by the Data Protection Legislation.

6.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Agreement such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

6.13 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

6.14 The Processor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

6.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office

6.16 The Parties agree and declare that the information accessed pursuant to this Agreement will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights. Further, the Parties agree and declare that the provision of information is proportional, having regard to the purposes of the Agreement and the steps taken in respect of maintaining a high degree of security and confidentiality.

6.17 If any Party to this Agreement receives a request for information under the provisions of the Freedom of Information Act 2000 identified as originating from another Party, the receiving Party will contact the other Party to determine whether the latter wishes to claim an exemption under the provisions of that Act.

6.18 Where the Data Processor receives a request for information under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the Controller, the Processor will contact the Police Manager to ascertain whether the Controller wishes to claim any exemption including the determination of whether or not the Controller wishes to issue a response neither to confirm nor deny that information is held.

7.0 Confidentiality

7.1 The Data Processor shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Controller) any Data obtained from or created on behalf of the Controller, which it shall treat as private and confidential and safeguard accordingly[1].

7.2 The Data Processor shall ensure that any individuals who process Police Data under this Agreement are aware of their responsibilities in connection with the use of that Police Data and have confirmed so in writing by completion of Annex B: Undertaking of Confidentiality which will be provided to the Police Manager as a pre-requisite for that individual to process Police Data.

[1] The restriction set out in this paragraph shall not apply where disclosure of the Police Data is ordered by a Court of competent jurisdiction, or subject to any exemption under the Data Protection Act 2018, where disclosure is required by a law enforcement agency or regulatory body or authority, or is required for the purposes of legal proceedings, in which case the Processor shall immediately notify the Controller in writing of any such requirement for disclosure of the Police Data in order to allow the Controller to make representations to the person or body making the requirement.

7.3 For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement .

7.4 Respect for the privacy and rights of Data Subjects will be afforded at all stages of the Purpose.

7.5 The restrictions contained within this section shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to the Agreement.

8.0 Retention, Review and Deletion

8.1 The Police Data will be retained by the Processor and then securely disposed by the Processor in accordance with Schedule A of this Data Processing Agreement

9.0 Security

9.1 The Data Processor recognises that the Controller has obligations relating to the security of Data in his control under the Data Protection Legislation, ISO27001 and the NPCC Information Community Security Policy. The Processor will continue to apply those relevant obligations as detailed below on behalf of the Controller during the term of this Agreement.

9.2 The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) employees of the Processor do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any employees who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(E) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
(v) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Processor on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

9.3 The Controller may wish to undertake suitability checks (including vetting) on any persons having access to police premises and the Police Data and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Purpose without reasons being given for this decision. The Processor will ensure that each person who will participate in the Purpose understands this and provides their written consent as necessary.

10.0 Indemnity

10.1 In consideration of the provision of the Police Data for the Purpose the Processor undertakes to indemnify and keep indemnified the Controller against any liability, which may be incurred by the Controller as a result of the Processor's breach of this Agreement.

Provided that this indemnity shall not apply:

(a) where the liability arises from information supplied by the Controller which is shown to have been incomplete or incorrect, unless the Controller establishes that the error did not result from any wilful wrongdoing or negligence on his part

(b) unless the Controller notifies the Processor as soon as possible of any action, claim or demand to which this indemnity applies, commits the Processor to deal with the action, claim or demand by settlement or otherwise and renders the Processor all reasonable assistance in so dealing;

(c) to the extent that the Controller makes any admission which may be prejudicial to the defence of the action, claim or demand.

11.0 Disputes

11.1 In the event of any dispute or difference arising between the Parties out of this Agreement, the Designated Police Manager and the Project Manager or the persons appointed pursuant to this Agreement shall meet in an effort to resolve the dispute or difference in good faith.

11.2 The Parties will, with the help of the Centre for Dispute Resolution, seek to resolve disputes between them by alternative dispute resolution. If the Parties fail to agree within 56 days of the initiation of the alternative dispute resolution procedure, then the Parties shall be at liberty to commence litigation.

12.0 Term, Termination and Variation

This agreement shall remain active for the period of the contract with the supplier up until the point when North Wales data is no longer processed. In accordance with legal obligations on North Wales Police and the vendor in respect of data protection in the United Kingdom, this agreement may need to be amended in-life with the consent and agreement of both parties as outlined in section 12.4.

12.1 The Controller may at any time by notice in writing terminate this Agreement forthwith if the Data Processor is in material breach of any obligation under this Agreement.

12.2 At the discretion of the Controller this Agreement shall terminate after the replacement of the Project Manager.

12.3 Either Party may terminate this Agreement by giving 30 days notice in writing to the other Party.

12.4 The Controller will have the final decision on any proposed variation to this Agreement. No variation of the Agreement shall be effective unless it is contained in a written instrument signed by both Parties and annexed to this Agreement.

13.0 Miscellaneous

13.1 This Agreement acts in fulfilment of part of the responsibilities of the Controller as required by Articles 28 and 29 and Recital 81 of GDPR.

13.2 This agreement compliments the Call Off/ Procurement Contract between the Parties.

13.3 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13.4 The validity, construction and interpretation of the Agreement and any determination of the performance which it requires shall be governed by the Laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed on behalf of: the Chief Constable of North Wales Police

Signed	
Print Name & Position	
Date	

Signed on behalf of:

Signed	
Print Name & Position	
Date	

Schedule A:

Details of Police Data to be provided to, or collected by, the Processor and processed on behalf of the Controller

The Processor shall comply with any further written instructions with respect to processing from the Controller.

Any such further instructions shall be incorporated into this schedule.

Subject matter of the Processing	*The processing of data to both present and facilitate the return capture of data via integration of key operational information associated with frontline operational policing. To include information from North Wales Police ICT systems including Niche RMS, ICAD, Nice Investigate and other systems as judged applicable alongside information sourced and presented in accordance with national codes of connection from national Police ICT systems including the Police National Computer and the Home Office Biometrics Gateway.*
Duration of the Processing	*The duration of processing will be linked to the deployment and use of application provided by the vendor and the retention of data within any electronic solution thereafter.* *Covering the duration of the Contract.*
Purposes of the Processing	*Information processed by the solution will be in accordance with and will indirectly support the policing purpose in alignment with the role and responsibilities of North Wales Police officers and staff.* *This will include the collection, recording, evaluation, sharing and retention of information and may include one, or a combination, of the following: protecting life and property, preserving order, preventing the commission of offences, bringing offenders to justice any duty or responsibility arising from common or statute law.* *The solution provided by the vendor enable the management and capture of data for this purpose.*
Nature of the Processing	*The purpose of the processing is to facilitate the fulfilment of the Processor's obligations arising under the contract entered into and to ensure effective communication between the Processor and the Controller* *The nature of the processing includes the collection, recording, organisation, storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of Personal Data (whether or not by automated means)* *Data will be processed by various means including collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission, dissemination, erasure or destruction of data and transfer via system interfaces directly into other North Wales Police and national information systems.* *Processing is likely to occur for key purposes including the request of information associated with operational information checks i.e. nominals or other entities, review and search of North Wales Police data held on internal systems, the capture of data associated with patrol, crime/incident recording, tickets or other defined North Wales Police data capture processes, tasking, intelligence and briefing dissemination.*

	The solution to be provided by the vendor will promote the quality and accuracy of data both captured for ingestion and returned following a search or query to ensure accuracy to the end user likely to act upon the data provided. It is acknowledged that data sourced from within the solution is likely to have the potential to cause damage or distress to any data subject. In the interaction and processing of data, the solution must aim therefore to support verification and correct processing however the solution cannot be responsible for the inaccuracy of data obtained and processed from source systems owned by North Wales Police or national systems accessed. *The processing of information and connectivity to other national and local information systems must be in accordance with the Management of Police Information Guidelines, Government Security Classification (GSC) and individual system Codes of Connections, Sys Ops or other defined security and connection standards.*
Type of Personal Data	*Personal data processed by the solution will relate to operational policing and the policing purpose for both offenders, suspects, victims and witnesses including name, address, date of birth, biometric data, images, warning markers, previous offending history, intelligence etc.*
Categories of Data Subject	*Categories of data processed will include police officers and staff, those suspected of having committed, or about to commit, a criminal offence, individuals convicted of a criminal offence, individuals who are, or are suspected of being, victims of a criminal offence and those individuals who are witnesses, or can provide information, about a criminal offence.*
Arrangements for return or destruction of the data once processing is complete	*Data processed within the solution will not be held for longer than necessary for the technical purpose of the transaction i.e. capturing information via the solution for input into Niche RMS. For data natively processed directly and intended to be held within the solution i.e. PNB entries, this should be held in accordance with Force Policy and the Management of Police Information Guidelines. The solution should provide specific controls to allow these limits to be managed and reviewed accordingly.*

Schedule B: Details of employees of the Processor authorised to have access to and otherwise process the Police Data
Include:

The full names and roles of those individuals and any other information necessary to specifically identify them

Confirmation that each individual has signed an 'Undertaking of Confidentiality' if required

This to be confirmed following contract award with the supplier. Those individuals granted access will be kept to a minimum to those required to technically support the solution on behalf of North Wales Police.

SCHEDULE 16 STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule 16, the following definitions shall apply:

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Employee Liabilities"	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"Replacement Sub-contractor"	a sub-contractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

"Schemes"	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Contractor by the Minister for the Cabinet Office);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Contractor or a Replacement Sub-contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Staffing Information"	in relation to all persons identified on the Contractor's Provisional Contractor Personnel List or Contractor's Final Contractor Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Contractor's Final	a list provided by the Contractor of all Contractor Personnel

Contractor Personnel List”	who will transfer under the Employment Regulations on the Relevant Transfer Date;
“Contractor's Provisional Contractor Personnel List”	a list prepared and updated by the Contractor of all Contractor Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Contractor;
“Transferring Contractor Employees”	those employees of the Contractor and/or the Contractor’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule 16 imposes an obligation on the Contractor to provide an indemnity, undertaking or warranty, the Contractor shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Replacement Contractor or Replacement Sub-contractor, as the case may be.

EMPLOYMENT EXIT PROVISIONS

3. PRE-SERVICE TRANSFER OBLIGATIONS

3.1 The Contractor agrees that within 20 Working Days of the earliest of:

3.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

3.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Agreement;

3.1.3 the date which is 12 months before the end of the term of this Agreement; and

3.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Contractor's Provisional Contractor Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Contractor Personnel List and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Authority.

3.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Authority or at the direction of the Authority to any Replacement Contractor and/or any Replacement Sub-contractor:

3.2.1 the Contractor's Final Contractor Personnel List, which shall identify which of the Contractor Personnel are Transferring Contractor Employees; and

3.2.2 the Staffing Information in relation to the Contractor’s Final Contractor Personnel List (insofar as such information has not previously been provided).

3.3 The Authority shall be permitted to use and disclose information provided by the Contractor under paragraphs 3.1 and 3.2 for the purpose of informing any prospective Replacement Contractor and/or Replacement Sub-contractor.

3.4 The Contractor warrants, for the benefit of the Authority, any Replacement Contractor, and any Replacement Sub-contractor that all information provided pursuant to paragraphs 3.1 and 3.2 shall be true and accurate in all material respects at the time of providing the information.

3.5 From the date of the earliest event referred to in paragraph 3.1, the Contractor agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

3.5.1 replace or re-deploy any Contractor Personnel listed on the Contractor Provisional Contractor Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

3.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Contractor Personnel (including any payments connected with the termination of employment);

3.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;

3.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Contractor Personnel List;

3.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

3.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Contractor and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or relevant Sub-contractor or received from any persons listed on the Contractor's Provisional Contractor Personnel List regardless of when such notice takes effect.

3.6 During the term of this Agreement, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

3.6.1 the numbers of employees engaged in providing the Services;

3.6.2 the percentage of time spent by each employee engaged in providing the Services; and

3.6.3 a description of the nature of the work undertaken by each employee by location.

3.7 The Contractor shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Contractor and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Contractor and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:

3.7.1 the most recent month's copy pay slip data;

3.7.2 details of cumulative pay for tax and pension purposes;

3.7.3 details of cumulative tax paid;

3.7.4 tax code;

3.7.5 details of any voluntary deductions from pay; and

3.7.6 bank/building society account details for payroll purposes.

4. EMPLOYMENT REGULATIONS EXIT PROVISIONS

4.1 The Authority and the Contractor acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Contractor and/or a Replacement Sub-contractor. Such change in the identity of the Contractor of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Contractor further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.

4.2 The Contractor shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Contractor Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Contractor and/or the Sub-contractor (as appropriate); and (ii) the Replacement Contractor and/or Replacement Sub-contractor.

4.3 Subject to paragraph 4.4, the Contractor shall indemnify the Authority and/or the Replacement Contractor and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Contractor Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

4.3.1 any act or omission of the Contractor or any Sub-contractor whether occurring before, on or after the Service Transfer Date;

4.3.2 the breach or non-observance by the Contractor or any Sub-contractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Contractor Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Contractor Employees which the Contractor or any Sub-contractor is contractually bound to honour;

4.3.3 any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Contractor or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

4.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor to the Authority and/or Replacement Contractor and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

4.3.5 a failure of the Contractor or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period up to (and including) the Service Transfer Date);

4.3.6 any claim made by or in respect of any person employed or formerly employed by the Contractor or any Sub-contractor other than a Transferring Contractor Employee for whom it is alleged the Authority and/or the Replacement Contractor and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

4.3.7 any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Contractor or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Contractor to comply with regulation 13(4) of the Employment Regulations.

4.4 The indemnities in paragraph 4.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

4.4.1 arising out of the resignation of any Transferring Contractor Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Contractor and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

4.4.2 arising from the Replacement Contractor's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

4.5 If any person who is not a Transferring Contractor Employee claims, or it is determined in relation to any person who is not a Transferring Contractor Employee, that his/her contract of employment has been transferred from the Contractor or any Sub-contractor to the Replacement Contractor and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

4.5.1 the Authority shall procure that the Replacement Contractor shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Contractor; and

4.5.2 the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Contractor and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

4.6 If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Authority shall procure that the Replacement Contractor shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

4.7 If after the 15 Working Day period specified in paragraph 4.5.2 has elapsed:

4.7.1 no such offer of employment has been made;

4.7.2 such offer has been made but not accepted; or

4.7.3 the situation has not otherwise been resolved

the Authority shall advise the Replacement Contractor and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

4.8 Subject to the Replacement Contractor and/or Replacement Sub-contractor acting in accordance with the provisions of paragraphs 4.5 to 4.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Contractor shall indemnify the Replacement Contractor and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 4.7 provided that the Replacement Contractor takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.9 The indemnity in paragraph 4.8:

4.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Contractor and/or Replacement Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

4.9.2 shall apply only where the notification referred to in paragraph 4.5.1 is made by the Replacement Contractor and/or Replacement Sub-contractor to the Contractor within 6 months of the Service Transfer Date .

4.10 If any such person as is described in paragraph 4.5 is neither re-employed by the Contractor or any Sub-contractor nor dismissed by the Replacement Contractor and/or Replacement Sub-contractor within the time scales set out in paragraphs 4.5 to 4.7, such person shall be treated as a Transferring Contractor Employee and the Replacement Contractor and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

4.11 The Contractor shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Contractor Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

4.11.1 the Contractor and/or any Sub-contractor; and

4.11.2 the Replacement Contractor and/or the Replacement Sub-contractor.

4.12 The Contractor shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Contractor and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Contractor and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Contractor and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

4.13 Subject to paragraph 4.14, the Authority shall procure that the Replacement Contractor indemnifies the Contractor on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Contractor Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee) arising from or as a result of:

4.13.1 any act or omission of the Replacement Contractor and/or Replacement Sub-contractor;

4.13.2 the breach or non-observance by the Replacement Contractor and/or Replacement Sub-contractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Contractor Employees; and/or

(b) any custom or practice in respect of any Transferring Contractor Employees which the Replacement Contractor and/or Replacement Sub-contractor is contractually bound to honour;

4.13.3 any claim by any trade union or other body or person representing any Transferring Contractor Employees arising from or connected with any failure by the Replacement Contractor and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

4.13.4 any proposal by the Replacement Contractor and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Contractor Employees on or after their transfer to the Replacement Contractor or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Contractor Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

4.13.5 any statement communicated to or action undertaken by the Replacement Contractor or Replacement Sub-contractor to, or in respect of, any Transferring Contractor Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Contractor in writing;

4.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Contractor Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Contractor Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Contractor or Sub-contractor, to the Replacement Contractor or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

4.13.7 a failure of the Replacement Contractor or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Contractor Employees in respect of the period from (and including) the Service Transfer Date; and

4.13.8 any claim made by or in respect of a Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee relating to any act or omission of the Replacement Contractor or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

4.14 The indemnities in paragraph 4.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

SCHEDULE 17 DEFINITIONS

In accordance with Clause 1 (Definitions and Interpretations) of this Agreement including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test or a Milestone, the issue of an Achievement Certificate (as defined in Schedule 8 (Implementation and Testing) by the Authority confirming that such Test or Milestone has been achieved, and "**Achieved**", **"Achieving"** and "**Achievement**" shall be construed accordingly;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate" or **"Affiliates"**	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Auditor"	means: a) the Authority's (or any Beneficiary's) internal and external auditors; b) the Authority's (or any Beneficiary's) statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority Assets"	means: g) the Authority Systems; and h) the Authority Materials;
"Authority Cause"	means any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Authority to which the Contractor has given its prior consent; or (b) caused by the Contractor, any Subcontractor or any Contractor Personnel;
"Authority Data"	means: a) the data, information, text, drawings, diagrams, images or sounds (together with any database made up of any of these) however it is conveyed (including limbs c), d) and e) of the definition of Authority's Confidential Information), and which: i) are provided or made available by or on behalf of the Authority (or any Beneficiary) under or in relation to this Agreement; or ii) the Contractor is required to collect, generate, process, store or transmit under or in relation to this Agreement; and b) any Personal Data for which the Authority (or any Beneficiary) is the Controller;
"Authority Materials"	means all Materials provided or made available by or on behalf of the Authority (or any Beneficiary) under or in relation to this Agreement, including the Authority Data and Authority Software;
"Authority Premises"	means premises owned, controlled or occupied by the Authority (and/or any Beneficiary or any Central Government Body) which are made available for use by the Contractor or its Sub-Contractors for provision of the Services (or any of them);
"Authority Representative"	means the representative appointed by the Authority from time to time in relation to this Agreement, with details of the representative as at the Commencement Date are set out in the Order Form;

"Authority Responsibilities"	means the responsibilities of the Authority referred to in Schedule 5 (Authority Responsibilities);
"Authority Software"	means any software identified in the Authority Responsibilities, along with all other software which is owned by or licensed to the Authority by a third party and in each case which is or will be used by the Contractor for the purposes of providing the Services;
"Authority System"	means the Authority's (and/or any Beneficiary's) information and communications technology system and computing environment (including all software, hardware, computer, network and telecoms devices, equipment, plant, materials and other items) used by the Authority, a Beneficiary or the Contractor in connection with this Agreement which is owned by or licensed to the Authority (or any Beneficiary) by a third party and which interfaces with the Contractor System or which is necessary for the Authority (or any Beneficiary) to receive/use the Services or the Deliverables – including the Authority Software;
"Authority's Confidential Information"	means: c) all Authority-Specific Deliverables and Authority Assets; d) all Personal Data for which the Authority (or any Beneficiary) is the Controller e) any other data, information, text, drawings, diagrams, images or sounds (together with any database made up of any of these), however it is conveyed, that relates to the business, affairs, developments, property rights, personnel, trade secrets, know-how and IPR of the Authority (or any Beneficiary); f) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Contractor's attention or into the Contractor's possession in connection with this Agreement; and g) information derived from any of the above; but excluding any information which: f) was in the possession of the Contractor without obligation of confidentiality prior to its disclosure by the Authority; g) the Contractor obtained on a non-confidential basis from a third party who is not bound by a confidentiality agreement with the Authority or otherwise prohibited from disclosing the information to the Contractor; h) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; i) was independently developed without access to the information referred to in a)-e) above;
"Authority-Specific Deliverables"	means any Materials created or developed by the Contractor (or by a Sub-Contractor or other third party) specifically for the purposes of this Agreement, including Materials expressly stated to be 'Authority-Specific Deliverables' in the Service Requirements and in any event including: h) Specifically Written Software; i) Documentation created or developed specifically for the purposes of this Agreement; and j) Software Supporting Materials created or developed specifically for the purposes of this Agreement, and any improvement, enhancement or modification created and/or developed by the Contractor or its Sub-contractors to any Authority Materials;
"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Contractor System, the Authority System and/or any ICT, information or data (including the Confidential Information and the Authority

	Data) used by the Authority, the Contractor or any Sub-contractor in connection with this Agreement; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority, the Contractor or any Sub-contractor in connection with this Agreement; and/or (c) any part of the Contractor System ceasing to be compliant with any Certification Requirements in the Service Requirements, in each case as may be more particularly set out in Schedule 9 (Security) and/or in the security requirements in the Service Requirements;
"Change Control Note"	means the form set out in Schedule 10 (Change Control Note);
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Commencement Date"	means the date of commencement of this Agreement as set out in the Contract
"Commercially Sensitive Information"	means the Contractor's Confidential information listed at in Schedule 14 of the Agreement comprising of commercially sensitive information relating to the Contractor, its IPR or its business which the Contractor has indicated to the Authority in Schedule 14 of the Agreement that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Authority's Confidential Information and/or the Contractor's Confidential Information;
"Contract Charges"	means the charges (exclusive of any applicable VAT) payable to the Contractor by the Authority under this Agreement, as referred to in the Order Form (and as further set out in Schedule 2 (Pricing) of the Agreement) and Schedule 2 (Charges and Invoicing) to this Agreement), including: - any Milestone Payments (but only if applicable as set out in the Order Form); and - the Service Charges, and less any Delay Payments, Service Credits or any other deduction which the Authority is paid or is payable under this Agreement;
"Contract Year"	means a period of twelve consecutive (12) months commencing on the Commencement Date or each anniversary thereof;
"Contractor Assets"	means all Materials used by the Contractor to provide the Services in accordance with this Agreement including Contractor System and Contractor Equipment, but excluding the Authority Assets;
"Contractor Equipment"	means Contractor (and/or third party) hardware, computer and telecoms devices, equipment, plant, materials and such other items which are provided, made available or which are required to be provided/made available to the Authority (or the Beneficiaries) and used by the Contractor under or in relation to this Agreement;
"Contractor Materials"	means all Contractor Assets and Documentation which is proprietary to the Contractor (or an Affiliate of the Contractor) and which are provided, made available or which are required to be provided/made available to the Authority under or in relation to this Agreement, including and any software forming part of a Deliverable which is proprietary to the Contractor (or an Affiliate of the Contractor), but excluding the Authority-Specific Deliverables;
"Contractor Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor used or engaged in the performance of the Contractor's obligations under this Agreement;
"Contractor Representative"	means the Contractor representative as so specified.
"Contractor Software"	means any software forming part of or embodied in the Contractor Materials (including software listed in the Contractor Solution as 'Contractor Software');

"Contractor System"	means the information and communications technology system and computing environment (including all software, hardware, computer, network and telecoms devices, equipment, plant, materials and other items) used by the Contractor in supplying the Services, including the Contractor Software, the Contractor Equipment, configuration and management utilities, calibration and testing tools and related cabling, but excluding the Authority System;
"Contractor"	means the entity defined as 'the Contractor' in the Order Form;
"Contractor's Confidential Information"	means a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Contractor, trade secrets, know-how, and/or personnel of the Contractor; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Authority's attention or into the Authority's possession in connection with this Agreement; and c) information derived from any of the above; but excluding any information which: d) was in the possession of the Authority without obligation of confidentiality prior to its disclosure by the Contractor; e) the Authority obtained on a non-confidential basis from a third party who is not, to the Authority's knowledge or belief, bound by a confidentiality agreement with the Contractor or otherwise prohibited from disclosing the information to the Authority; f) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; g) was independently developed without access to the information referred to in a)-c) above; or h) relates to the Contractor's: (i) performance under this Agreement; or (ii) failure to pay any Subcontractor as required pursuant to Clause 19.3 (Supply Chain Protection);
"Control"	means control as defined in section 1124 and 450 Corporation Tax Act 2010 and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
"Controller"	as defined in the Data Protection Laws;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Contractor in providing the Services: d) the cost to the Contractor or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Contractor Personnel, including: i) base salary paid to the Contractor Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and

	ix) reasonable recruitment costs, as agreed with the Authority; e) costs incurred in respect of those Contractor Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Contractor Assets by the Contractor to the Authority or (to the extent that risk and title in any Contractor Asset is not held by the Contractor) any cost actually incurred by the Contractor in respect of those Contractor Assets; f) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Contractor in the provision of the Services; but excluding: d) Overhead; e) financing or similar costs; f) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the term of this Agreement whether in relation to Contractor Assets or otherwise; g) taxation; h) fines and penalties; i) amounts payable under paragraph 5 (Continuous Improvement) of Part A of Schedule 2 of this Agreement; and j) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Data Protection Laws"	(i) the GDPR, the Law Enforcement Directive ((EU) 2016/680) and any applicable national implementing Laws as amended from time to tim (ii) the Data Protection Act 2018; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access their Personal Data;
"Data Subject"	as defined in the Data Protection Laws;
"Default"	means any breach of the obligations of the Contractor (including abandonment of this Agreement in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Contractor, of its Sub-Contractors or any Contractor Personnel howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which the Contractor is liable to the Authority (or any Beneficiary) including any delay;
"Delay Payment"	means payments payable by the Contractor (which may include credits to accrual against Milestone Payments) in the event of a Delay, as set out in (or calculated in accordance with) the Order Form and/or Implementation Plan, Schedule 2 (Pricing) of the Agreement and/or Schedule 2 (Charges and Invoicing) to this Agreement;
"Delay"	means: a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; or c) a delay in meeting any other performance date in this Agreement;
"Deliverable"	means an item or feature in the supply of the Services delivered or to be delivered by the Contractor (including at or before a Milestone Date listed in the Implementation Plan or) at any other stage during the performance of this Agreement, and in any event including: a) the Licensed Deliverables;

	b) Authority-Specific Deliverables;
"Documentation"	means all documentation as: k) is required to be supplied by the Contractor to the Authority under this Agreement; l) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; m) is required by the Contractor in order to provide the Services; and/or n) has been or shall be generated for the purpose of providing the Services;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell Her Majesty's Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Due Diligence Information"	means any information supplied to the Contractor by or on behalf of the Authority (or an Beneficiary) prior to the Commencement Date;
"Emergency Maintenance"	means ad hoc and unplanned maintenance provided by the Contractor where: o) the Authority reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault, and notifies the Contractor of the same; or p) the Contractor reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;
"Environmental Information Regulations" or **"EIRs"**	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Environmental Policy"	means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority;
"Estimated Year 1 Contract Charges"	means the sum in pounds estimated by the Authority to be payable by it to the Contractor as the total aggregate Contract Charges from the Commencement Date until the end of the first Contract Year, as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Authority or the Contractor of its obligations arising from: q) acts or events beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Agreement; r) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; s) fire, flood or any natural disaster; and t) an industrial dispute affecting a third party for which a substitute third party is not reasonably available

	but in all cases excluding: i) any industrial dispute relating to the Contractor, the Contractor Personnel (including any subsets of them) or any other failure in the Contractor or the Sub-Contractor's supply chain; and ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure or delay caused by a lack of funds;
"Good Industry Practice"	means highest professional standards, practices, methods and procedures conforming to the Law and the exercise of the highest degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Transparency Policy"	means the Government transparency policy which can be found at https://www.gov.uk/government/government-efficiency-transparency-and-accountability or such other related or replacement policy provided from time to time;
"Government"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"ICT Environment"	means the Authority System and the Contractor System;
"Implementation Plan"	means: (a) the Outline Implementation Plan; and/or (b) the Detailed Implementation Plan approved by the Authority in accordance with Schedule 6 (Implementation and Testing).
"Information"	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
"Initial Period"	means the initial term of this Agreement commencing on the Commencement Date and continuing for a period of twenty-four (24) months;
"Insolvency Event"	means: a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small Authority " within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Contractor is an individual or partnership, any event

	analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
"Intellectual Property Rights" or **"IPR"**	means j) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, know-how, trade secrets and other rights in Confidential Information; k) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; l) the right to sue for past infringements of any of the foregoing rights; and m) all other rights having equivalent or similar effect in any country or jurisdiction;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR in any Deliverables;
"Key Milestone"	means the Milestones identified as key milestones in the Implementation Plan; and if in an Implementation Plan, no Milestones are designated as 'key', then all Milestones in such Implementation Plan shall be deemed to be key milestones;
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor: a) as referred to in Clause 19.2.2; b) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Contract Charges forecast to be payable under this Agreement;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body;
"Licensed Deliverables"	means the Contractor Materials and Third Party Materials;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Hours"	means the hours spent by the Contractor Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Contractor's offices, or to and from the Sites) but excluding lunch breaks;
"Milestone Date"	means the date (and if specified the time) set out against the relevant Milestone in the relevant Implementation Plan by which such Milestone must be Achieved,

	and in relation to Go-Live this is the Scheduled Go-Live Date;
"Milestone"	means: - Go-Live; and - any other event or task described in an Implementation Plan;
"Occasion of Tax Non Compliance"	means where: (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule (meaning the legislation in Part 5 of the Finance Act 2013 and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions) or the Halifax Abuse Principle (being the principle explained in the CJEU Case C-255/02 Halifax and others) or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) the Contractor's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion;
"Open Book Data"	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Contract Charges already paid or payable and Contract Charges forecast to be paid during the remainder of this Agreement, including details and all assumptions relating to: a) the Contractor's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; b) operating expenditure relating to the provision of the Services including an analysis showing: i) the unit costs and any other consumables and bought-in services; ii) manpower resources broken down into the number and grade/role of all Contractor Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Contractor's profit margin. c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) the Contractor profit achieved over the term of this Agreement and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor; g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each calendar month.
"Operational Services	means the start date for the commencement of an Operational Service as set

Commencement Date"	out in the Implementation Plan and/or the Service Requirements;
"Operational Services"	means the main IT services to be provided by the Contractor following successful implementation of the Implementation Services, such IT services as described in the Service Requirements and the Contractor Solution;
"Other Contractor"	means any Contractor to the Authority (other than the Contractor) who provides services/deliverables to the Authority which are related to the Services and/or the Deliverables from time to time, as may be notified to the Contractor from time to time;
"Outline Implementation Plan"	means the outline implementation plan for (as applicable): - the Core Implementation only; or - the Core Implementation and the Optional Implementation, such plan set out or referred to the Service Requirements and/or Contractor Solution. Core Implementation always applies. Optional Implementation may also apply but only if and as set out in the Order Form; ('Core Implementation' and 'Optional Implementation' as described in the Service Requirements)
"Overhead"	means those amounts which are intended to recover a proportion of the Contractor's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Contractor Personnel and accordingly included within limb (a) of the definition of "Costs";
"Party"	means the parties to this Agreement, being the Authority or the Contractor and together referred to as the "**Parties**";
"Personal Data"	as defined in the Data Protection Laws;
"Processing"	as defined in the Data Protection Laws but, for the purposes of this Agreement, it shall include both manual and automatic processing and "**Process**" and "**Processed**" shall be interpreted accordingly;
"Processor"	as defined in the Data Protection Laws;
"Prohibited Act"	means any of the following: a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority, a Central Government Body, any Beneficiary or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act) ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud; or iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Rectification Plan	means the process set out in Clause 27.2 (Rectification Plan Process);

Process"	
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means Her Majesty's Revenue and Customs, or, if applicable, the tax authority in the jurisdiction in which the Contractor is required to submit a tax return;
"Replacement Contractor"	means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement Services for its own account, shall also include the Authority;
"Replacement Services"	means any services which are substantially similar to any of the Services and which the Authority (and/or the Beneficiaries) receives in substitution for any of the Services, whether those services are provided by the Authority (and/or the Beneficiaries) internally and/or by any third party;
"Request for Information"	means a request for information or an apparent request relating to this Agreement or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
"Scheduled Go-Live Date"	means the date twenty-eight (28) days from the Commencement Date (or such other date for the 'Scheduled Go-Live Date' as set out in the Order Form);
"Security Policy"	means the Authority's security policy in force as at the Commencement Date (a copy of which has been supplied to the Contractor), as updated from time to time by the Authority;
"Service Credits"	means any service credits calculated in accordance with the Service Requirements;
"Service Level Failure"	means a failure to meet any Service Level in any calendar month;
"Service Levels"	means the service levels for each Service as set out in the Service Requirements;
"Services"	means the services (or any part of them) which are provided, made available or which are required to be provided/made available to the Authority as specified or referred to in the Service Requirements and/or the Contractor Solution, and/or as may be further set out in this Agreement, including: (a) Implementation Services; (b) Operational Services; (c) the supply, implementation and performance of any Deliverables; (d) Business Continuity Services and Disaster Recovery Services (each as defined in Schedule 5 (Business Continuity and Disaster Recovery));
"Sites"	means: d) any premises (including the Authority Premises, the Contractor's premises or third party premises): i) from, to or at which: (1) the Services are (or are to be) provided; or (2) the Contractor manages, organises or otherwise directs the provision or the use of the Services; or ii) where any part of the Contractor System is situated; or e) any physical interface with the Authority System takes place;
"Software Supporting Materials"	means all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software;
"Software"	means Specially Written Software, Contractor Software and Third Party Software;
"Specially Written	means any software (including database software, linking instructions, test scripts, configuration data, profiles, compilation instructions and test instructions)

Software"	created by the Contractor (or by a Sub-Contractor or other third party on behalf of the Contractor) specifically for the purposes of this Agreement, including any modifications or enhancements to Contractor Software or Third Party Software created specifically for the purposes of this Agreement;
"Standards"	means any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with; b) standards in the Service Requirements; c) standards in the Order Form; d) any relevant Government codes of practice and guidance applicable from time to time as the Contractor would reasonably and ordinarily be expected to comply with; and e) the NSCS "Cloud Security Principles", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles;
"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide: (a) the Services or any part thereof; or (b) facilities and/or, services necessary for the provision of the Services or any part thereof; or (c) is responsible for the management, direction or control of the provision of the Services or any part thereof;
"Sub-Contractor"	means any Affiliate of the Contractor or any other third party who is a party to a Sub-Contract;
"Termination Notice"	means a written notice of termination given by one Party to the other Party, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"Third Party Materials"	means all Materials (including Documentation) which is proprietary to a third party (excluding an Affiliate of the Contractor) which are provided, made available or which are required to be provided/made available to the Authority under or in relation to this Agreement, including Third Party Software, any open source software and any software forming part of a Deliverable which is proprietary to a third party (excluding an Affiliate of the Contractor), but excluding the Authority-Specific Deliverables;
"Third Party Software"	means any software forming part of or embodied in the Third Party Materials (including software listed in the Contractor Solution as ‘Third Party Software’);
"Update"	means a version of any Software and/or other Deliverable which has been produced primarily to overcome defects in, or to improve the operation of, that Software and/or that Deliverable;
"Upgrade"	means any patch, new release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications;
"Variation Procedure"	means the procedure set out and/or referred to in Clause 16 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England.
“Agreement”	means this contract between the Authority and the Contractor consisting of the executed Order Form (including its Appendices), these terms and conditions and the Schedules including any documents annexed or referenced by them;

“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“Beneficiaries”	means the bodies, forces and/or other entities/persons listed or referred to as ‘Beneficiaries’ in the Order Form;
“Compensation for Critical Service Level Failure”	as defined in Clause (Critical Service Level Failure);
“Contract”	means the agreement between the PCC and the Economic Operator for the execution of the services subject of this procurement, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
“Contractor Solution”	means: - the document(s) set out in Schedule 1 to of Agreement;
“Contractor”	means the organisation whose tender is accepted in whole or in part and, where the context so admits, their personal representatives or successors, as the case may be, and permitted assignees.
“Critical Service Level Failure”	the Contractor accruing in aggregate 50% or more of the maximum Service Credit Points which could be accrued in any calendar month, where such maximum and the definition of ‘Service Credit Point’ are set out in the Service Requirements;
“Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data, and/or actual or potential loss and/or destruction of Personal Data, including any Personal Data Breach (as defined in the Data Protection Laws);
“Data Protection Impact Assessment”	means an assessment by the Authority of the impact of the envisaged Processing on the protection of Personal Data;
“Delay Deduction Period”	means: - if only Core Implementation is purchased, the period of twenty-eight (28) days commencing on the relevant Milestone Date; or - if Optional Implementation is also purchase, the period referred to as the ‘Delay Deduction Period’ in the Order Form, which for each Milestone shall commence on the relevant Milestone Date for such Milestone, and if no ‘Delay Deduction Period’ is stated this shall be deemed to be twenty-eight (28) days from the relevant Milestone Date; (‘Core Implementation’ and ‘Optional Implementation’ as described in the Service Requirements)
“Detailed Implementation Plan”	means the detailed implementation plan which has been approved in writing and signed by the Authority in accordance with Schedule 6 (Implementation and Testing);
“Economic Operator (TENDERER)/Contractor”	means the Organisation responding to this Pre-Qualification Questionnaire with a view to qualifying to progress to the Invitation to Tender stage. Contractor, Supplier or Services Provider (as defined in The Public Contracts Regulations 20015).
“Equipment”	means the Contractor’s equipment, plant, materials, and such other items supplied and used by the Contractor in the performance of its obligations under the Agreement.
“Extension Period”	means up to two (2) extension periods, each of twelve (12) months, with the first from the end of the Initial Period and the second from the end of the first extension period;
“GDPR”	means the General Data Protection Regulation ((EU) 2016/679);
“Go-Live”	means go-live of the Operational Services as described in the Service Requirements and the Implementation Plan;
“Implementation	means the design, build, integration, configuration, on-boarding, test,

Services"	implementation, roll out and other services and activities to be provided by the Contractor (including those set out in the Service Requirements and/or the Implementation Plan) which are required and/or reasonably necessary to be performed before the Operational Services can be performed;
"Invitation to Tender (ITT)	means the document issued to economic operators who the PCC selects to progress through the Pre-Qualification Questionnaire stage. The ITT will detail the specification and will be the basis for submitting price and qualitative information for evaluation.
"Man Day"	means eight (8) Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Material"	means materials (including test materials), software, data, information, know-how, infrastructure, hardware, computer and telecoms devices, plant, computing environment, telecommunications networks or equipment, devices, equipment, tools and other property, assets, any other parts of any information and communications technology system, text, drawings, documents, reports, records, results, drafts, diagrams, images, sounds or other items (together with any database made up of any of these and/or any packaging of any of the above)
"Milestone Payment"	means the Contract Charges for Implementation Services for Optional Implementation as set out in the Order Form ('Optional Implementation' also as described in the Service Requirements) and subject to the terms of Schedule 2 (Charges and Invoicing) to this Agreement. If Optional Implementation is not purchased in an Order Form, then no Milestone Payments apply;
"Month"	means calendar month.
"NWP"	means North Wales Police
"OPCC"	means North Wales Police Office of the Police and Crime Commissioner
"Order Form"	means the order form (and any appendices to such order form) completed and signed by the Parties setting out the particulars of this Agreement, to which these terms and Schedules are attached;
"Organisation"	means the sole practitioner, partnership, incorporated company, public body, co-operative, charity or analogous entities operating outside the UK, as appropriate responding to this ITT.
"Parties"	means the PCC and the Contractor.
"PCC"	means the Police and Crime Commissioner for North Wales or any successor in the event the PCC ceases to exist.
"Period of the contact" (term)	means the period stated on the cover of this Agreement.
"Premises"	means any of the PCC's building or houses
"Price"	"means the price exclusive of any applicable Tax, payable to the Contractor by the PCC under the Agreement, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Agreement but before taking into account the effect of any adjustment of price in accordance with Clause 11.
"Procurement Representative"	means the person for the time being or from time to time duly appointed by the PCC to act as the PCC's procurement representative during the Tender process.
"Property"	means anything belonging to the PCC
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures;
"Quality Standards"	means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or any other equivalent body that a skilled and experienced operator engaged in the same type of industry or business as the Contractor would reasonably and ordinarily be expected to

	comply as supplemented by the Specification.
"Relevant employees"	means any employee who will be accessing the PCC's premises, equipment, or IT including software.
"Service Charges"	means the monthly Contract Charges for Operational Services calculated in accordance with Schedule 2 (Pricing) of the Agreement and subject to the terms of Schedule 2 (Charges and Invoicing) to this Agreement);
"Service Credit Cap"	means the limit on the Service Credits (and/or Compensation for Critical Service Level Failures) during each Contract Year, the calculation for which is as set out in the Service Requirements;
"Service Requirements"	means: - the requirements set out in Schedule 1 of the Agreement; and
"Staff"	means all persons employed by the Contractor to perform its obligations under this Agreement together with the Contractor's servants, agents, suppliers and sub – contractors used in the performance of its obligations under this Agreement.
"Sub-processor"	means any third party (including any Affiliate of the Contractor) appointed to process Personal Data on behalf of the Contractor related to this Agreement;
"Tax"	means value added tax.
"Tender"	means any tender submitted for the business specified in the Schedule and/or Specification in response to the Invitation to Tender.
"Tenderer"	means the candidates invited to the ITT stage.
"Termination Assistance Period"	as defined in Schedule 12 (Exit Management);
"Termination Assistance"	as defined in Schedule 12 (Exit Management);
"Tupe"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
"Undisputed Sum Limit"	means the higher of: - a sum equal to 3/12 (or 0.25) of the Estimated Year 1 Contract Charges (excluding any VAT); and - the undisputed sum limit as set out in the Order Form;
"Vetting Procedure"	means: the vetting requirements in Schedule 9 (Security), the Service Requirements and/or the Order Form and/or as otherwise notified to the Contractor from time to time;

LINKS

HTTPS://WWW.NORTH-WALES.POLICE.UK/
HTTPS://WWW.NORTHWALES-PCC.GOV.UK/EN/HOME.ASPX

HTTPS://UK.EU-SUPPLY.COM/LOGIN.ASP?B=BLUELIGHT

HTTPS://ICO.ORG.UK/

COMMERCIAL

SPECIFICATION AND METHOD STATEMENTS

FOR THE SUPPLY AND DELIVERY OF

Mobile Policing Application

TO

NORTH WALES FORCE

CONTRACT REFERENCE: NWP44016

Section 2

Please note that this document and all your responses are subject to Freedom of Information disclosure.

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Document Properties			
Project	Connected Officer Mobile Application Business Case	**Project Reference**	
Programme	Digital Transformation Programme	**Project Senior Responsible Owner**	**Supt. Paul Jones**
Date	24/12/2020	**Version number**	1.0
Author	Andrew Lohman Jonathan Sherwood		

Table of Contents

Section 1 – Overview

Overview

Introduction

North Wales Police (NWP) intends to procure an application for front line operational staff to deliver several broad aims and objectives including enabling transition from paper-based tickets, warnings and forms to a fully digitised process thus allowing users to capture data once and create all required documentation electronically. In addition, also to provide a more intelligent way to access our various operational information systems from a single platform, allowing simplified information gathering and updating of data relevant to an incident in a manner that fits operational situations from any location, either via a mobile device or Microsoft Windows based laptop.

The overall purpose is to improve the capacity and ability of our operational staff by seeking to ensure they are better equipped to deal with incidents and can make the best use of modern technology. For example, by ensuring they have access to the right information at the right time, that they can undertake the right processes simply and intelligently via digital means, if possible during initial response at scene eradicating the necessity of returning to the station and that via the solution, they are better able to manage their workload and be more situationally aware regard opportunities for proactivity within their local area.

These ambitions support the current organisational strategy and ambition regarding agility and workplace digitisation plus the overall force objective to make North Wales the safest place in the UK. It is our expectation that the application will enable us to provide a more effective service to victims by freeing officers up to be more visible and responsive to the needs of communities.

We require responses from innovative suppliers who will work with us collaboratively in order to fully exploit the potential of mobile technology in order to transform the way we deliver front-line policing and deliver our Police and Crime Plan outcomes. Suppliers are requested to review and respond in detail to the Specification Document and the detailed requirements within in.

Context

NWP is spread over a large region and has approximately 1800 front line officers consisting of approximately 1250 Police Constables and a further 370 senior ranks from Police Sergeants upwards who will also likely access the application. In addition to this, 181 Police Community

Support Officers, and some other parts of the organisation that may require access depending on solution functionality.

With the delivery of the National Digital Policing Vision 2020-30, continuation of our Digital Policing Transformation Strategy and relevant national programmes, we are going through a significant period of change and are delivering numerous projects which will ultimately transform the way in which we deliver our policing service. Due to the scale of change that we will be introducing, there is potential that our requirements may change during the course of the project. We therefore require a supplier who will work with us in an agile way that will support frontline officers and enable them to carry out their role as efficiently as possible with technology that supports their working practice.

The geography of North Wales covers a large geographical area with many rural areas where poor or total loss of mobile data and connectivity is a common issue. This poses a big challenge for us and our operational frontline officers whilst dealing with incidents and completing the required documentation. Our specification will make note of this and enquire around offline capability.

Vision, Aims and Benefits

Vision

Our vision is to provide our frontline officers with the tools to help them make informed decisions while carrying out their investigations/enquiries or dealing with incidents within the community. Officers will have immediate access to data from local (Niche RMS) and National (PNC) databases through their mobile application as well as integration with NWP systems such as ICAD, NICE Investigate and PentiP. This will provide them the option/ability to utilise this information and populate the required documentation while attending incidents.

Current technology and processes does not allow this to easily happen with their laptop and often the frontline officers will take notes and return to the station to complete any documentation. The chosen solution will fully exploit current and future functionality of mobile technology, providing an intuitive user experience and enabling officers of North Wales Police to operate in a more efficient capacity. The solution needs to have the ability to allow the frontline officers to start a form on a mobile device and move to a laptop if required for example a traffic accident may involve the officer starting the form on their mobile device such as taking pictures and capturing names and addresses and then moving to a laptop to complete witness statements.

Aims of the Mobile Application Project

- Provide NWP frontline officers with the most suitable mobile technology allowing a transformation of the way we deliver frontline policing, improving officer productivity and visibility in order to support victims and communities.
- Improve data quality by relieving officers of the pressures/stresses associated with returning to their stations before the end of their shift to complete a number of time-consuming reports/documents
- Roll-out and deliver benefits realisation as early as possible ideally within a 12-month timeframe

Expected Benefits

The mobile application solution will provide the following:

- Increase Police Officer and PCSO visibility, giving them more time out of the station to spend in their communities and with victims.
- Support us in effectively promoting the crime prevention message, maximising police officer time in places where it is needed and deterring criminals in line with our Crime Prevention Strategy.
- Act as a key enabler to the wider digitisation of the Criminal Justice System, for example through the use of Electronic Witness Statements and the capture of digital evidence in all forms such as photographs, video and audio recordings.
- Support rationalisation of our estates by reducing officers need to return to the station.
- Reduce demand on ‘back-office’ functions.
- Complement future Information Technology infrastructure required to deliver wider agile working to the rest of the organisation.
- Enable North Wales Police to reduce costs and overheads delivering efficiencies removing repetition and demonstrating good value for money.
- Improve data quality by reducing the duplication and incorrect linking of master files and data records

Police and Crime Plan Outcomes

It is anticipated that the delivery of the benefits of Operational Mobile Working will contribute to the following Police and Crime Plan priorities and outcomes.

Police and Crime Plan Priority	Police and Crime Plan Outcome	Rationale
Domestic Abuse	• Victim confidence in the reporting of Domestic Abuse to North Wales Police. • Appropriate number of specialist officers with the appropriate training in order to meet demand. • Improved victim experience through the criminal justice process.	Processes will be automated thereby reducing the need for operational support staff to re-key information held on forms into our records management. This will give the officers more time to engage and support the victims, building their confidence and faith in our ability to protect them.
Modern Slavery	• Increased reporting of offences of Modern Slavery. • Deliver an effective multi agency action plan to tackle these offences. • Increased awareness of Modern Slavery within our partner organisations.	Officers will be able to spend more time out of the police station, increasing their visibility and accessibility to the public which will, in turn, increase the public confidence and promote healthy relationships. This will lead to them having the faith to report things to us.
Organised Crime	• A full assessment of the OCG's operating in our area and a multi layered response to disrupt these groups and particularly those posing the greatest risk/harm. • Publicise our success stories achieved through Operation Scorpion, thereby increasing awareness of this type of criminality in North Wales. • Deployment of effective disruption tactics. • Effective youth intervention where young people are known to affiliate with OCGs. • Better pathways for drug users to seek treatment. Communities feel safer by having an accessible and engaged policing workforce	Officers will spend less time returning to stations to conduct administrative tasks, thereby freeing them up to focus on response, proactive and preventative policing activities. Utilising the technology available to police smartly, making use of the latest intelligence sources available and disrupt organised crime groups operating in our communities. Officers will be able to receive briefings and intelligence led taskings whilst out on area, meaning they will be able to deal effectively with demand in 'real-time'. Officers will have more time to engage with victims and carry out preventative work such as organising education and project work.

Sexual abuse (including child sexual exploitation)	• An increase in reporting of sexual and domestic abuse reflecting increased victim confidence. • An overall better service for victims affected by domestic and sexual abuse. • More perpetrators brought to justice. • More confidence in the reporting of domestic and sexual abuse.	Effective use of the Mobile Application will allow officers to focus their efforts on a pro- active approach to tackling CSE and sexual abuse, using their latest information to carry out a more target led approach and reduces the risk to the vulnerable persons in the community.
Delivering Safer Neighbourhoods	• Safer neighbourhoods that feel safe. Confidence and satisfaction rates will continue to be monitored through the Strategic Executive Board. Communities are safer due to effective use of policing resources to reflect need	When implemented along with the Mobile Application, there will be greater transparency of how resources have been deployed and what the impact of their deployment has been. This will enable North Wales Police to determine how to effectively target the use of our resources to those areas of greatest need.

Responses which evidence the realisation of the strategic benefits, priorities and related outcomes described above will be scored higher. Suppliers are therefore expected to provide the names of other Police Forces/organisations who are using your solution and the benefits they have realised, as evidence in your responses against each requirement where appropriate.

Application Provision Including, Software, Support and Maintenance

The requirements are broken down under the following sections:

- Incidents, Checks and Searches
- Officer Collaboration
- Review and completion of RMS (records Management System) reports (example, ‘crime reports’, ‘Vulnerability assessments’, ‘problem solving pathways’, etc.) including the creation of ‘master files’ and all associated linking and tasking required within RMS – all to be able to be performed by using the App.
- Evidence Gathering and Pocket Notebooks
- Forms, Tickets and Warnings
- Tasking and Intelligence
- Officer Experience
- Technical considerations
- Security, Compliance and Management Information
- Future Proofing and Innovation

- Implementation
- PentiP integration
- Hexagon ICAD
- NICE Investigate

Each of these sections consists of: -

- Overview of current processes (where applicable)
- Expected benefits
- NWPs Requirements and Supplier Responses

Suppliers are asked to complete the supplier response sections detailing how you would deliver the stated functionality and enable North Wales Police to realise the expected benefits. If you do not have the functionality now within your product set, you are required to confirm in your responses when it will be available to enable North Wales Police to achieve a phased delivery of functionality within 12 months.

Section 2 – Application Provision

Phase 1 – Critical Areas of Functionality for North Wales Police

The subject areas and questions in the following table are considered critical areas of functionality required by NWP and will be reviewed and scored on a Pass / Fail basis. A supplier's inability to satisfy these areas of functionality will result in their submission being deemed unsuitable and will not be progressed further in the assessment process. This section is Phase 1 of the evaluation process and, in some cases, similar information may be required to be provided in other responses. If you do not have the functionality within your product set, you are required to confirm in your responses when it will be available to enable North Wales Police to achieve a phased delivery within 12 months and how you would approach delivery of the requirement

Section 1.1 – 1.6

1.1 Records Management System for Crime, Intelligence, Case and Custody
The North Wales Police records management system utilised by all officers is the Niche Record Management System. Does your solution currently integrate with this system and have full integration (two – way) linking entities? If not, please confirm that your solution will integrate with Niche and detail when (month and year) integration will be available. (Maximum 400 words). **Additional information** - We are part of a West Coast collaboration with Merseyside, Cheshire and soon Dyfed-Powys will join. If you would like more information regarding the West Coast Collaboration, please contact us with any questions and we can provide answers and any relevant information.
1.2 Command & Control System (CAD)
Currently officer's book on and off with either radio or computer on ICAD and their location is visible to all officers and control room. This will allow control room staff to guide officers to specific locations such as rural locations or officers in urgent need of assistance.

- Incident Dispatch and Silver/Gold command management – ICAD enabled resource call sign locations in near real-time using mapping, to ensure the most appropriate resources are allocated by dispatches or silently and controlled appropriately by Silver/Gold command.
- ICAD holds officer's skill set e.g. Taser, MoE etc and allows control room to assign officers depending on operational demand.
- Task management – ICAD and RMS can be used for Sergeant and Inspectors to task briefing items to individual and groups of officers. Officers can choose to accept or reject tasks dynamically on their computers. We require this functionality to be accessible through the app from either the officer's laptop or smart phones, ensuring sufficient task management capacity in real-time.

Ideally the solution will work with ICAD and RMS in order to deliver, tasking and intelligence to officers when they are out on patrol.

North Wales Police would like to consider this as a prospective option dependant on application functionality and integration ability. If your solution can deliver integration with our Command & Control Solution, then please detail costs in the 'Integration Section' of the Schedule of Prices and provide further information in the Incidents, Checks and Searches section.

Please describe if applicable:

a. How your application works with ICAD and RMS for tasking?
b. How your application will integrate with the ICAD and RMS?

Note: NWP are currently on Hexagon ICAD 9.1.1 but moving to Hexagon on Call in next 12-14 months.

At current NWP do not have a system for Intelligence briefings, what systems can your application be integrated with for intelligence briefing?

1.3 Mobile Assets Utilisation and Deployment System
North Wales Police are moving to the NEP platform and with it will be using Intune as our Mobile Asset Deployment System. • Please confirm how your solution is compatible with the above platforms/solutions. • The Solution must support the delivery of the app via the play store and any updates also via the same method. • Please specify if the App provides Integration with Azure Active Directory for user assignment/registration of mobile device
1.4 Dealing with Network Connectivity
North Wales Police covers a large rural area as well as towns and villages where there are significant areas with poor or no mobile network coverage. Describe how your solution overcomes the lack of mobile network coverage, allowing officers to use your solution where there is no connectivity. This may include, but will not be limited to, store and forward functionality, automatic synchronisation and automatic submission of information once connectivity is restored. (Maximum 400 words).
1.5 Future Proofing and Innovation
In order to achieve our vision for operational mobile working, North Wales Police require a solution which fully exploits current and future functionality of mobile technology, providing an intuitive user experience and enabling North Wales Police to deliver the digital capabilities as set out by the College of Policing. Describe what plans you have to develop your solution to exploit future opportunities with mobile technology such as but not limited to body worn cameras and smart devices. (Maximum 400 words).
1.6 Procurement Evaluation

North Wales Police will require the preferred bidder(s) to undertake a demonstration of the solution with a selected number of officers (User Group). Functionality we require to be tested during this trial will include: • NICHE integration – specifically, the processes of 'crime reporting' • Access to forms for officers to test In addition, representative users would like the ability to 'self-review' the solution via access a test or training system. Our preference would be that this evaluation be conducted by North Wales Police Officers on a secure externally hosted infrastructure (i.e. no requirement to integrate with any North Wales Police systems for the purpose). This evaluation will enable North Wales Police to determine the usability of the solution against our specification. As part of the evaluation process we would like to see the below forms used for a demonstration. • TOR/VDRS • Completion of a Crime Report (currently completed utilising an EOEL on NICHE RMS) • Vulnerability Assessment (currently completed utilising an EOEL on NICHE RMS) • Stop/Search, including the proposed solution or method that would enable the member of public to review the search record once complete • S165 - Vehicle Seizures • Sudden Death Streamline • Seized Property Describe how you will meet this requirement.

Phase 2 – Application Requirements

Items 1 – 12 are the scored elements of the specification and will only be assessed if suitable responses are received to the critical functionality areas outlined under Phase 1 – Critical Areas of Functionality for North Wales Police.

Suppliers are requested to review and respond to each section detailing how they would provide the appropriate functionality and enable the realisation of expected benefits. As we would prefer a phased delivery of the solution, we also invite responses from suppliers who may not have the functionality within their product set but will commit to delivery so that we are able to realise tangible benefits within twelve months of the contract being awarded. If you do not have the relevant functionality within your product set, you are required to confirm (month and year) in your responses when it will be available.

1. Incidents, Checks and Searches

1.1 Current position
When officers are dispatched to an incident, they receive information relating to that incident via their radios from operators in the Force Control Room. This information is captured within the ICAD incident log. Once at the scene, officers can ask the caller/witness/victim for information which has already been captured by the Force Control Room resulting in duplication on behalf of the caller/victim/witness. Officers attending an incident provide brief initial updates to the Force Control Room which are then recorded on the incident, meaning it can be removed from their pending jobs. Officers will return to the station (they can use their 2-in-1 laptop at the incident) and complete a more comprehensive report. Information relating to the caller is also captured within ICAD. In terms of officer availability for incidents, if the officer has commitments, they inform the control room or update ICAD themselves (via app or radio) unless they are showing as committed, they are deemed as deployable by the control room.

When officers are deployed to an immediate incident, the Force Control Room conduct checks of local and national systems to provide relevant information relating to person(s), vehicles, property and addresses. The results of these checks will also include 'flags' or warning markers, providing vital information to officers in relation to, for example, whether the person being checked has any warning markers against them such as known to be violent, has a history with drugs etc. Systems which are regularly checked include NICHE, the Police National Computer (PNC).

When in the station, officers can currently search and view crimes and occurrences in NICHE by, for example, ICAD reference, dispatch address, Names, those which are linked to a specific officer, date/time and specified geography.

1.2 Expected benefits

- Reduction in demand within the Force Control Room and other support staff as officers can conduct their own PNC, NICHE and PentiP checks, view and update ICAD Logs
- Reduction in Airwave traffic/use due to less calls to the Force Control Room from officers
- Improved decision making as officers have quicker access to real-time information
- Officers are more productive as they spend less time in stations and can conduct the checks more efficiently without involving different departments which maybe limited for staff resulting in delays.
- Improved customer satisfaction as officers have accurate incident details on their mobile devices, therefore reducing the need for them to check details with the victim/witness
- Duplication of data entry is reduced as officers can re-use information that has been recorded from the initial incident report when completing their checks and searches.

1.3 NWPs Requirements	Supplier Response
a) Describe how your solution provides officers the ability to read and update information within ICAD about incidents they are deployed to.	

Specify what information is provided in relation to the incident and how it is displayed/relayed to the officer. This will include, but not be limited to: • Incident type • Location • Incident history • Reporting person and contact address • Suspects their warnings and other relevant details **Note: NWP are currently on Hexagon ICAD 9.1.1 but moving to Hexagon on Call in next 12-14 months.**	
b) Provide details of how your solution allows officers to search for incidents in ICAD which have been allocated to them. Officers will be able to search for incidents by parameters such as, but not limited to: • Date • Location • Collar number • Reporting person and contact details • Searching past submitted forms	
c) Provide details of how your solution allows officers to update information relating to an incident they have attended so that it is recorded in the ICAD Log.	

d) Provide details of how your solution could automatically set the deployment 'status' of officers (for example, whether they are available for deployment or at the scene of an incident) so that their status is available to dispatchers in the Force Control Room.	
e) Provide details of how your solution allows officers to check for person(s), vehicle(s) and address(es) in North Wales Police systems, including, but not limited to: • NICHE Records Management System (for information – we are live with NICHE version v6.02.01.04.04 • NICE investigate digital evidence	
f) Officers require the ability to conduct checks of a person, vehicle, property (e.g. stolen/recovered) and address within NICHE. The information they need to check will include but not be limited to: • Searches on persons for information such as warning markers • Searches on addresses for information such as warning markers • Previous incidents of notes • Intelligence that may be of interest • Bail conditions • Harassment warnings and other orders • Nominal description, including any marks, scars, tattoos • Current address(es) • Current vehicle used	

Provide details of how your solution meets this requirement.	
g) Provide details of how your solution allows officers to check for a person(s), vehicle(s), and address(es) details in national systems, including, but not limited to: • Police National Computer	
h) Officers require the ability to conduct a check of a person, vehicle and address held within PNC. The information officers need to check includes but is not be limited to: • Vehicle checks for keeper and insurance • MOT? Could be easy enough to link to DVLA? • Vehicle checks to determine whether there are any warning markers or flags associated with the vehicle (e.g. ANPR intelligence) • Postcode enquiries to determine what vehicles are registered to a particular address • Driving license checks • Name checks for persons to see if they are wanted/ under any conditions, have previous offences and/or warning markers • Descriptions of persons • Voters register Describe how your solution meets this requirement.	
i) Officers want to be able to view a photograph of the person they have searched for on their mobile device this may include images from our Niche RMS system or in future DVLA Driver Images provided from the	

Law Enforcement Data Programme. Describe how your solution meets this requirement.	
j) Confirm your plans for integrating with PentiP to enable officers to search for a person(s), vehicle(s), and address(es) details. Include in your response what information can be searched for which will include, but not be limited to: • Previous Warnings • Previous 'tickets' (e.g. Fixed Penalty Notices) How does your solution enable officers to select the correct decision for: • Conditional Offer • Course • Prosecution	
k) Provide details of how your solution allows officers to conduct aggregated searches of multiple local and national systems by only entering information once (e.g. name, address, date of birth, vehicle licence)	
l) How does your solution enable any information retrieved from checks to be re-used, for example to perform additional searches, to create a crime occurrence, intelligence submission and populate electronic forms?	

2. Officer Collaboration

2.1 Current Processes

When dealing with an incident involving multiple officers, activity of those officers has to be coordinated across geography and time. This means the ability for officers to have visibility of what each other are doing and access to the information they are capturing throughout the process of dealing with an incident is invaluable to ensure quick and effective resolution of the incident. For emerging incidents, the main coordination is conducted by the Force Control Room and there is therefore a reliance on communication via officer's radios. When multiple officers are dealing with an incident (e.g. a Road Traffic Collision) information may be captured by different officers. This has to then be collated by a single officer so that only one version of the incident and associated information exists on force systems.

Similarly, if an incident requires further or ongoing investigation (secondary investigation), the investigating officer is often required to collate a range of information (such as evidence) from multiple officers who were involved in the initial attendance of an incident and who conducted primary investigation. Secondary investigation can only commence once the information collected by the initial attending officers has been processed by them and handed over to the investigating officer.

2.2 Expected Benefits

- Officers can make faster and better-informed decisions as they have access to all relevant information in a timely manner, therefore speeding up the process of primary and secondary investigation
- A reduction in Airwave traffic as officers have access to information via their mobile device which they would have otherwise required via their radios
- Improved and more timely information sharing as all officers involved in an incident or investigation have access to the information via their mobile device
- Improved evidence gathering as evidence captured 'at the scene' is available to the investigating officers immediately from the point at which it was collected

2.3 NWPs Requirements	Supplier Response
a) Officers require the ability to share information relating to an incident immediately with their colleagues. An example of this may be sharing the details of a missing person who they are conducting a search. Describe how your solution meets this requirement.	
b) When multiple officers are involved in dealing with an incident, information and evidence may be captured by different officers about the same event. An example of this could be multiple officers dealing with a Road Traffic Collision and taking accounts from multiple witnesses. How does your solution enable a single officer to collate and submit information captured by multiple officers?	
c) When officers are involved in an incident which includes multiple resources, they require visibility of which other officers are involved. Describe how your solution enables officers to know which officers are dealing with an incident involving multiple resources.	
d) Describe how your solution enables officers who are not physically in attendance at an incident to review the information being collected in real-time.	
e) Describe how your solution enables officers to re-use information captured by their colleagues who have initially attended an incident (e.g. evidence) in order to support their further investigation and creation of a case file.	
f) There are circumstances where attending officers will need to deal with complex situations involving multiple people. An example of this could	

be performing a 'stop and search' which involves a group of people to be searched. North Wales Police require that in such circumstances, other resources (e.g. the Force Control Room) can start the process on behalf of the officer and then 'pass' the process onto the attending officer for them to complete. Provide details of how your solution meets this requirement.	

3. Crime Reporting, Intelligence Submissions and the Occurrence Enquiry Log / Niche EOEL/Modules

3.1 Current Processes

All crime occurrence creation and crime recording is completed by CDIU, the majority of occurrences on Niche have interfaced from ICAD (with only limited details) but they are also generated from other sources. Officers can request that an occurrence is created by CDIU by submitting a short form accessible on the North Wales Police Intranet. CDIU review the request and re-key the information, transferring it to an occurrence record held within Niche. They task the OIC by generating a workflow task. The OIC then completes relevant EOEL modules to link nominals.

Officers update existing crime occurrence reports by making an entry onto the Occurrence Enquiry Log and generating a Niche task to CDIU. Updating CDIU via task is not mandatory, where CDIU are not updated with regards to further crimes etc. these will be picked up when the occurrence is filed. Officers require access to Niche to manage and submit crime occurrence reports/updates and therefore they tend to be completed by the officer within a station at a fixed desktop computer.

Officers and staff use the Enhanced Occurrence Enquiry Log (EOEL) within Niche to provide a continuous record of text relevant to the crime. It is a running log of activities, similar to the content of an Officer's Pocket Book, but only describing activities specific to one occurrence. If multiple Officers are working on an occurrence, each might update the Occurrence Enquiry Log.

RMS is a *single relational data base*, this means that the data held within the application can be linked to other pieces of data held in the same application and that link can be given a number of different titles or associations, e.g. associate, arrested with, neighbour etc. there are very many types of association, seventy-seven in total.

The EOEL is a fielded document within RMS that allows the user to complete the relevant information for the crime report and also to link the appropriate associations. The EOEL also guides officers through certain types of information, prompting them to complete various entrees, depending on the answers that they give.

Intelligence submissions are completed by officers using a predefined template in Niche. Officers create the submission in Niche and then submit it to the Intelligence Processing Unit (IPU), through an automated workflow in Niche. This information is then sanitised, checked for data quality issues, prioritised and where appropriate, actioned by the Area intelligence Unit (AIU). This may include dissemination if necessary, to other forces/agencies and releasing the intelligence so it is visible to other North Wales Police officers (dependent on Access Control Levels) in Niche. Officers update Intel by making an entry into the Intelligence Enquiry Log and generating a Niche task to IPU

It is the intention of the Chief Officer Team of North Wales Police to enable officers to enter crimes and intelligence directly into Niche via their mobile device.

3.2 Expected Benefits

- Increase in the amount of time officers spend outside of the station
- Reduction in demand on 'back-office' functions
- Improved data quality
- Compliance with National Crime Recording Standards

3.3 NWPs Requirements	Supplier Response
a) Provide details of how your solution enables officers to submit a crime report in Niche using their mobile device. It is expected that the solution should write directly back into the Niche RMS System automatically, on an instantaneous basis. The level of integration with Niche RMS should also intelligently guide the user to undertake activities in Niche RMS such as 'Master Filing' on new entities or 'Linking' of existing information within the system.	
b) Provide details of how your solution enables officers to update crimes and occurrences in Niche using their mobile device.	
c) Provide details of how your solution could enable officers to create a crime and non-crime occurrence in Niche.	

d) Provide details of how your solution enables officers to complete an intelligence submission within Niche using their mobile device.	
e) When intelligence is submitted by an officer, they record the details of the person who provided the intelligence and the provenance of the intelligence source (i.e. how is the intelligence known, is it second hand, how long has it been known and who else may know). This information is critical for the Intelligence Processing Unit to assess the reliability of the information, determine what action is to be taken and to manage the risk to the source. The intelligence submission is then reviewed and sanitised. The details of the person providing the information (i.e. the 'intelligence source') and the provenance are all removed prior to the intelligence being made available on Niche. This is to ensure that the identity of the 'intelligence source' cannot be revealed. It is essential that there are no means to identify the 'intelligence source' once the intelligence has been sanitised. Describe how your solution meets this requirement. Intelligence disclosed directly to officers which contains reports of crime against the source must be recorded as crimes, the solution would need to include some prompt to advise officers around this. The source does not need to be identified in order for a crime to be recorded.	
f) Provide details of how your solution enables officers to create and manage links between entities in Niche.	

g) Provide details of how your solution enables officers to view and amend tasks which are work flowed to them via Niche.	
h) Provide details of how your solution enables officers to search for and view crimes and non-crime occurrences within Niche and also create crime and non-crime occurrences directly if required.	
i) North Wales Police require that all crimes are recorded in compliance with the National Crime Recording Standards. These refer to both the timeliness of recording a crime within 24 hours, and ensuring it is appropriately classified in accordance with the Home Office crime classifications. The force should record a crime if on the balance of probability, it's more likely than not a crime took place and the fact the victim believes it has is usually sufficient to justify recording. Mandated questions should explore this and advise officers accordingly, any decision not to record a crime needs to provide a full rationale. One crime is required for each victim offender relationship and in some cases more than one – the solution needs to cater for incidents where multiple crime occurrences are required. This applies to updates placed on older crimes as well as the initial updates on new events. Recording crime in line with NCRS is in the Code of Ethics, the officer's responsibility to get it right needs to be highlighted wherever possible. Provide details of how your solution could support officers in complying with these standards.	

j) Provide details of how your solution enables officers to view, update and create an entry on the Occurrence Enquiry Log within Niche.	
k) How does your solution prevent officers from making updates to crime, non-crime occurrences and submitting intelligence when they have, for example: • Not completed required data fields • Have entered incorrect information • Have entered incomplete information • Entered duplicate information	
l) In some circumstances, the ability to access specific intelligence, Niche entities and Intelligence Occurrences within Niche is restricted to individuals with designated authorisation levels (these are referred to 'Access Control Levels' – ACLs). North Wales Police require that the ACLs we currently apply within Niche are replicated in your solution. Describe how your solution meets this requirement.	

4. Digital Images and Electronic Pocket Notebook

4.1 Current Processes	
Pocket Notebooks are used by officers for recording evidence and providing an auditable record of daily duties. This information is used by officers to inform, for example, crime reports and intelligence submissions. Information captured can also be used to assist officers in completing forms. Officers will use their pocket notebooks to support them when giving evidence in court. In terms of capturing photographed images for evidential purposes, officers use cameras on personal issue mobile devices and body worn cameras. Images are currently downloaded onto Nice Investigate and linked to the relevant occurrence in NICHE.	
4.2 Expected Benefits	
• More offenders are brought to justice quicker as evidence gathering is improved through use of devices enabled with cameras, • Integrity and consistency of evidence is maintained due to data capture with witnesses/victims and possible suspect • Reduction in duplication as officers can re-use information captured by officers for purposes of investigation and case file preparation • Reduce the time spent investigating crime due to evidence being recorded/captured at an earlier stage	
4.3 NWPs Requirements	**Supplier Response**
a) North Wales Police require that officers can use their mobile device as a pocket notebook. Describe how your solution meets this requirement.	

b) Provide details of how your solution enables officers to capture sketches hand drawn directly onto the mobile device. For example, sketches within pocket notebooks, sketches recorded on Road Traffic Collision forms.	
c) Describe how officers can search their own pocket notebook entries which are captured via the solution, searches to use a variance of different fields	
d) How can officers/departments search the pocket notebooks of other officers? Examples of this include: • Professional Standards conducting an investigation and requiring access to information pertaining to a particular incident, offence etc • An officer needing to collate all information relating to a particular crime to inform their investigation	
e) North Wales Police require that the ability to search other pocket notebooks can be configured by role so, for example, sensitive information can be restricted to certain roles. Describe how your solution meets this requirement.	
f) North Wales Police require that information which has already been retrieved or recorded by the officer in their pocket notebook can be used to pre-populate, for example, crime occurrence reports, forms, tickets and warnings. Describe how your solution meets this requirement.	

g) North Wales Police require that officers are able to use information recorded in their electronic pocket notebook to support them when giving evidence in court. Describe how your solution meets this requirement.	
h) North Wales Police require that all pocket notebook entries are time and date stamped. Detail how your solution meets this requirement.	
i) Confirm where information captured by an officer in their electronic pocket notebook is stored (i.e. device and back end systems) and for what length of time.	
j) North Wales Police require that there is an electronic audit trail of amendments made to entries officers have made in their electronic pocket notebook. Describe how your solution meets this requirement.	
k) Provide details of how your solution enables officers to capture images to be used as evidence and attach them to the relevant crime and non-crime occurrence in NICE Investigate.	
l) Describe the level of integration possible with the Nice Investigate Platform i.e. the ability to view images and image material held in Nice Investigate either directly in the application or from linking outward to the Nice Platform directly.	

5. Forms, Tickets and Warnings

5.1 Current Processes
Officers complete a range of forms relating to certain incident types and crimes. Hard copies of these forms are completed manually by the officer who then must return to the station to scan the form onto force systems and attach them to the relevant record within NICHE. We require a solution that will enable us to transform the current form-based processes so officers can complete them using their mobile devices. Forms completed by officers which are important to crime recording and need to be reviewed by CDIU are NRM referrals and Duty to Notify forms for modern slavery and DASH / Stalking Screening tools, ROL for rapes. A notification to CDIU when these forms are completed will be useful. As paper copies of these forms are scanned onto NICHE as Adobe PDF documents, the information they contain is not searchable by officers. Officers can search for a specific form in NICHE using the External Document List search from the View menu on the Launchpad. Officers currently use a range of tickets and warnings such as Fixed Penalty Notices, Penalty Notices for Disorder and Cannabis/KHAT warnings. These are paper based and require officers to complete them manually and then submit them to a back-office department to process and in some instances, upload onto PENTIP. Hard copies of the tickets and warnings are issued to the offender.
5.2 Expected Benefits
• Increase in the amount of time officers spend outside of the station • A reduction in the amount of time officers spend conducting administrative activities (such as form filling and scanning) • Reduction in demand on 'back-office' functions • Improved data quality • Improved access to information as officers have the ability to search for and read information held on forms, tickets and warnings

5.3 NWPs Requirements	**Supplier Response**

a) Provide details of how your solution enables officers to complete the following forms using their mobile device so that the full end-to-end business process can be digitised. Please note that we require a phased roll out, the following forms, tickets and warning. They have been placed into order of priority. If a process already exists within forms capability in your solution, please be aware this may need to be adapted for North Wales Police use. It would however be useful to provide details on which forms you already have. Forms will include but will not be limited to: • TOR/VDRS • EOEL 1 and EOEL6 – Turning into the CID16 and 27 Dash Questions • Community Resolutions • Stop/Search • S165 - Vehicle seizures • HORT 1 • Victim Contract • Sudden Death Streamline • Seized property • Witness Statement • Traffic Accident • VA Attendance form • Young offending form 'YOF8' 2nd phased release is the 'Should Have':	

- Response Officer Log for Amethyst and CID - Intelligence - Section 59 Anti-social driving - Chronicle Form - Medical Release form - Crime Scene Examination Form - The final phase will be the 'Nice to Have': - Premises Search Book - Attendance Scene Log - Per (Prisoner Escort Record) - Risk based Decision Sheet – Firearms registry - CID94 - Drone Flight Logs - Domestic Abuse Log Currently officers populate EOEL 1,3 and 6, we want the ability to have these populated automatically by the system when the officers submit a request. The system will need to understand what EOEL is required and complete it.	
b) How does your solution automatically transfer the information recorded on Road Traffic Offence Reports, HORT1, VDRS, Penalty Notices and Graduated/Roadside Deposit onto PentiP without the need for manual (i.e. back-office) intervention?	
c) How does your solution prevent officers from submitting forms, tickets and warnings where they have, for example:	

• Not completed required data fields. • Have entered incorrect information? • Have entered incomplete information? • Entering duplicate information	
d) North Wales Police require that information which has already been retrieved or recorded by the officer (for example when conducting searches/checks, pocketbook entries) is used to pre-populate tickets and warnings so that there is no 're-keying' of information by the officer. Describe how your solution meets this requirement.	
e) Describe how your solution enables officers to re-use information which has already been retrieved or recorded by the officer (for example when conducting searches/checks, pocketbook entries) to prepare digital case files.	
f) When recording Road Traffic Collisions (RTCs) and other spatially referenced locations, officers are required to record their co-ordinates (NWP use a 12 Figure Easting and Northing EG 436538E/487550N). This is obtained mainly by our officer's radio but can be provided by our control room or when an officer logs into our map system (Fusion Maps). North Wales Police require that where a location is required to be recorded in order to show where the incident occurred (e.g. road traffic accident), the location is automatically populated. The location information presented in the Easting and Northings format (independent of the GPS native location format) should be able to be passed from the device into applications and also be able to be easily	

viewed by users when required. Describe how your solution could meet this requirement.	
g) How could your solution enable officers to search for specific forms against a person/address/occurrence within Niche.	
h) How could your solution enable officers to search for information contained within forms (such as but not limited to Domestic Violence forms) within Niche.	
i) Some forms completed by officers indicate an offence has taken place and the incident will require a review by CDIU to ensure crimes are recorded, these include NRM/Duty to notify MDS referrals and ROL. When these forms are completed and linked to an occurrence CDIU need to be notified. How could your solution enable this?	

6. Remote Tasking, Briefing and Intelligence

6.1 Current Processes
North Wales Police have several different methods of delivering briefings and tasking across the organisation including: - • Sergeants deliver briefings to teams either on site or over the phone • Officers self-brief by reviewing incidents and intelligence that have occurred recently • Tasking's can come through various processes and departments during the shift • NWP operates its tasking processes in line with the National Intelligence Model (NIM), including holding a Daily Management Meeting (DMM), and Tactical and Tasking Coordinating Group (TTCG). • THRIVE (Threat, Harm, Risk, Investigate, Vulnerability, Engagement) is used within the Force Control Room (FCR) using this to risk assess, prioritise and determine most appropriate response to calls

6.2 Expected Benefits
• Increase the amount of time officers spend outside of police stations • Greater community confidence/reassurance due to increased visibility in known hotspot areas • Officers are able to make better informed decisions as intelligence will be available to them quicker • Crime is reduced as officers can undertake proactive and preventative activities based on real-time intelligence which is pushed to them via their mobile device

6.3 NWPs Requirements	Supplier Response
a) North Wales Police are looking at investing in the Dorset Intel Portal now owned by Minerva (All RMS forces group). Describe the tasking and briefing functionality that your solution has and if you have integrated with this system.	

b) Confirm that you will work with the Minerva team to help deliver tasking and briefing functionality via mobile devices.	

7. Officer Experience

7.1 Current Processes	
North Wales Police do not currently have an operational mobile working solution for frontline officers. There is a mixture of levels of experience and competence in relation to users and their ability to use mobile devices and apps. However, the majority of our officers will expect the same level of user experience they have with commercial apps. This will be evaluated party based on the answers provided in this section and from active demonstration of the system.	
7.2 Expected Benefits	
• An increase in the amount of time officers spend outside of the station • An increase in officer productivity as mobile friendly workflows make existing business processes more efficient • Increased in public satisfaction as officers are more accessible • Officers find the solution easy to navigate and see the benefits to their work processes, which in turn sees officers wanting to take up the operational mobile solution • The safety and welfare of officers, victims, witnesses and suspects is safeguarded as the solution reduces the need for officers to input information thereby freeing them up to concentrate on the situation they are dealing with	
7.3 NWPs Requirements	**Supplier Response**
a) North Wales Police consider the quality of the user experience as being fundamental to the how readily officers take to the solution. We require a solution which provides a high-quality user-friendly experience with mobile friendly workflows but within the constraints of holding and transmitting secure data. Describe how your solution meets this requirement.	

b) Describe how your solution will support North Wales Police in reducing the amount of time it takes officers to undertake processes such as completing forms, tickets and warnings.	
c) Officers have described their desired level of interaction with their mobile device as being 'quick, easy and apps to be fluid' so that officers can navigate quickly enabling them to concentrate on the situation they are dealing with rather than working their way through a complex app. This is to ensure that their personal safety and welfare is not jeopardised, and relevant data is captured. How does your solution support officers having minimal interaction with their mobile device within the constraints of dealing with secure data and protected information, when they are, for example, completing a form or conducting a search for a person?	
d) Describe how your solution is designed to be intuitive so that officers require minimal training in order to use it.	
e) It is essential that officers can view information in a way which supports them to make decisions quickly or alerts them immediately to any potential threats to their safety/welfare, or that of the victim/suspect they are engaging with. Describe how your solution presents the information retrieved from checks/searches of local and national systems to the officer to ensure the information they receive is easy to view and interpret quickly.	

f) Describe how your solution uses graphical representations of information (rather than text based) so that officers are able to view information (such as warning markers etc) and make effective decisions quickly with minimum interaction with the device.	

8. Future Proofing and Innovation

8.1 Current Processes

Digitisation of the Criminal Justice Process

The Government's Digital Strategy sets out a clear mandate that public services must move to solutions which exploit technologies in order to provide a better service to the public through digital communication channels. Alongside this, there is reform of the Criminal Justice Sector (CJS) which is outlined in the Government's 'Transforming Criminal Justice Strategy'. Digitisation of the entire CJS process, from the earliest point in the process possible (i.e. the officer dealing with the incident) is critical to transformation of the entire CJS. The vision set out in this strategy clearly articulates how officers will use mobile devices to start capturing evidence including electronic witness statements, pictures, body worn video, audio recordings and Closed-Circuit Television at the earliest opportunity. This will enable officers to begin building case files at the point at which the evidence is initially captured, reducing duplication, improving the quality and integrity of evidence. Ultimately this will enable us to bring more offenders to justice faster, thereby helping victims get their lives back to normal quicker. This will also reduce the administrative burden of back-office staff employed to process case files.

We are currently using developing our ability to create digital case files which will result in officers completing a digital data set which will populate forms for them (scheduled to be delivered in 12-18 months).

Emergency Services Mobile Communications Project

The replacement of the current Airwave solution being delivered under the Emergency Services Mobile Communications Programme presents opportunities in relation to integration of functionality currently delivered via officer's radios into a single device.

Exploiting opportunities with mobile technology

The speed at which mobile hardware and applications are developing in the consumer market far outstrips the speed with which they have been developed for the Police Service. We are keen to engage with innovative suppliers who are able to provide a solution which fully exploits the potential of current and future mobile device technology such as body worn cameras and smart devices.

Future System Integration

There are a number of systems which we may require the mobile working solution to integrate with. These include, but are not limited to PenTip, CRaSH and the single national Automatic Number Plate Recognition data base. In relation to ANPR, North Wales Police are in the process of increasing the number of ANPR fixed site and mobile cameras deployed across the force area and are looking at developing how ANPR intelligence can be rolled out across more officers (rather than limiting it to specialist roles such as Roads Policing and Firearms). We are also constantly developing how we use Niche in order to exploit the full functionality of the system.

Utilisation of mapping functionality

Officers currently use the force mapping products for a range of functionality, including but not limited to:

- Searching for crimes and occurrences by parameters such as time and geography and displaying them on a map.
- Defining areas to be searched and sharing them with other officers by plotting them on a map.

Currently this mapping functionality is only available via desktop computers.

8.2 Expected Benefits

- North Wales Police have a sustainable technology solution which exploits current and emerging technology capabilities
- The quality and integrity of evidence is improved, enabling us to bring more offenders to justice faster
- Victim satisfaction is improved as we are able to bring more offenders to justice faster and therefore help victims to get their lives back to normal quicker

- There is a reduction in demand on back-office functions
- There is less duplication of effort for Police Officers when preparing case files as evidence captured at source can be re-used to build case files without re-keying information
- North Wales Police are able to analyse activity undertaken by officers in order to identify opportunities to re-engineer business processes, enabling officers to be more productive
- North Wales Police are able to quantify the productivity of their officers

8.3 NWPs Requirements	**Supplier Response**
a) Describe your vision for how your solution could enable North Wales Police to deliver a fully digitised criminal justice process as outlined in the 'Transforming Criminal Justice' Strategy.	
b) How could your solution enable officers to capture a range of evidence such as, but not limited to, pictures, video, audio recordings and CCTV?	
c) How could your solution enable officers to build digital case files without them having to re-key information which they have already captured?	
d) How could your solution enable the capture of body worn video so that it can later be used as evidence within a case file?	
e) Detail how you are remaining cognisant of and informed about working towards integration with the new Emergency Services Mobile Communications Project (ESMCP.)	

f) Describe how you are developing your solution so that it fully exploits the features of mobile devices.	
g) Detail how you keep up to date on developments in the mobile technology market and what your vision is for mobile working for operational front-line police officers is in the future.	
h) Detail any relevant standards or accreditation processes that your company follows e.g. a. Server and Hosting b. Software design and management c. Information Security and Data protection	
i) Provide a development road map for your solution, detailing additional functionality which you will be delivering and to what timescales.	
j) Detail how you will share best practice amongst the user community of your product.	
k) Confirm your approach to charging for changes to the solution which are a consequence of a requirement arising from a number of forces using your product.	
l) Confirm your approach to charging for non-mandatory changes to the solution arising from North Wales Police requirements (e.g. local initiatives such as changes to force business processes).	

m) How will you ensure the continuous improvement of your solution throughout the duration of the contract?	
n) Describe your approach to charging for improvements you make to your solution.	
o) North Wales Police require that any standard roll-out of product upgrades (including changes to your product set) are included as part of support and maintenance costs. Confirm how you meet this requirement for: a. New development b. issues identified with releases c. Legislation changes d. Security changes e. Server maintenance and updates to software (Windows Server)	
p) North Wales Police require the solution to provide management information which will enable us to determine the productivity of our officers (e.g. the number of processes they have completed and how long it has taken them to complete the process). Examples of the information required include but are not limited to: • how many times an officer has completed a process (e.g. stop and search) • the length of time it has taken an officer to complete a process (e.g. stop and search) • the volume of processes completed by geographical hierarchy (e.g. team, Neighbourhood Policing Area, Basic Command Unit, Force)	

• the volume of processes completed by organisational hierarchy (e.g. individual, shift, team, department) Describe how your solution could be developed in order to meet this requirement.	
q) There is potential that North Wales Police may choose to implement the national database for collision recording (CRASH). Provide details of whether you are planning to integrate with the CRASH system, so that information recorded by officers on the Road Traffic Collision form is automatically transferred to the CRASH system.	
r) There is potential that North Wales Police may choose to enable the Road Traffic Collision module of NICHE so that officers can enter the details of Road Traffic Collisions directly onto NICHE. Describe how your solution could enable officers to enter details of Road Traffic Collisions directly onto NICHE.	
s) North Wales Police would like to develop our current intelligence process so that officers are able to share intelligence with other officers as quickly as possible. This could involve but will not necessarily be limited to: officers being able to link entities, apply Access Control Levels and disseminate the intelligence to other officers via their mobile device. Describe how you have developed the intelligence submission process in other forces so that it enables officers to share new intel with other officers as quickly as possible (post intelligence review and grading) whilst ensuring the confidentiality/integrity of the report is maintained.	

If this functionality is not currently available, please confirm that you will work with North Wales Police to develop this requirement.	
t) North Wales Police have recently invested in increasing the number of Automatic Number Plate Recognition (ANPR) cameras. Do you have any plans to develop your solution so that officers can receive ANPR intelligence relating to vehicles which are within their geographical proximity? If so, describe what the functionality will deliver and confirm when it will be available.	
u) Officers require the ability to scan a vehicle number plate and for the officer to be alerted to ANPR intelligence held in the national ANPR database and North Wales Police's ANPR database on that vehicle. Describe how your solution could meet this requirement and how it could be developed to include other information being provided to the officer (such as warning markers).	
v) Officers currently use the Beat Maps product (moving to the latest version 10.71) to search for crime and occurrences by parameters such as geography and time and display them on a map. It also allows them to overlay additional information such as CCTV coverage of an area but currently no live feeds. This is currently accessed via the force intranet. Provide details of how your solution could enable officers to utilise the Beat Maps mapping product via their mobile device or through any mapping functionality your solution may have.	
w) When deployed to an incident in order to conduct a search of an area, officers require the ability to plan and record the search. They also	

need to be able to share the geographical parameters of the search area with other officers. The most effective way of doing this is for officers to plot search areas on a map and share these maps with their team. Describe how your solution could be used to enable officers to create search areas on a map and share this with other officers.	

9. Technical Considerations and Infrastructure

9.1 Current Processes
Not applicable
9.2 Expected Benefits
• The chosen supplier must be flexible and will work with the service and other system providers to achieve a fully functioning and integrated Mobile Working solution and implementation • The system is designed and configured to be resilient with maximum up-time in line with the requirements of an emergency service • The system is designed and configured to meet security and compliance requirements for national and local systems

9.3 NWPs Requirements	**Supplier Response**
a) Please provide specific information of how the App will delivered and any specific network requirements for routing the traffic to get	

to any backend applications, please include a topological network/connectivity diagram of how your proposed solution will work, including the use of any Access Points Names (APNs) and integration with firewall systems. In order to connect to on-premises systems we are likely to be using a VPN alongside a global proxy on the Android devices. If the app needs to get to web services outside the on premises data it needs to be able to support a proxy configuration. Please confirm that the App can support a proxy configuration	
b) Specify which operating systems your solution is compatible with for Servers, and client operating systems. If there are specific compatibilities the supplier must specify e.g. we only support the latest and previous version of Windows 10 client OS e.g. 21H1 and previous (20H2) or LTSC versions etc. The application should be designed in such a way that it complies with the NEP blueprint for Android, iOS and Windows 10, without having to make exceptions to this blueprint in order for the application to work correctly. Note that the NEP blueprints for these devices are agreed at a national policing level and are also evergreen, in that they will change over time, so there is a requirement on the successful supplier to maintain this throughout the contract period. Please detail how you will support and manage this requirement as it is critical that the application and overall solution fully conforms to the blueprint specifications and as these change over time – the	

	supplier would be expected to issue a fix for their software in the event of compatibility issues with the blueprint. Please note that the blueprint also extends into O365, Azure AD, and Intune. if the supplier solution integrates or relies on such elements then the same principle applies.	
c)	Describe your approach to ensuring that your solution is compatible with changes made to operating systems (i.e. new versions of operating systems, patches/upgrades etc) The solution must always work with the latest updates to operating systems e.g. Windows Server, Server products e.g. SQL and COTS products. Please specify how the software is tested the latest monthly security update from Microsoft or any other component.	
d)	Provide details of how your solution provides functionality when 'off-line' (i.e. when there is no network coverage).	
e)	Please specify what steps you have currently undertaken with a view to getting the app accredited for use on an ESN device	
f)	North Wales Police require that data inputted by officers in areas where there is no connectivity is automatically (i.e. without the officer having to do anything) uploaded when connectivity with the network is restored. Detail how your solution meets this requirement.	
g)	Specify how regularly your solution synchronises with 'back-end' systems (such as NICHE and ICAD) to ensure information captured	

by officers via their mobile device is instantly transferred to 'back-end' systems, making it available to others.	
h) North Wales Police hold data on people, objects (such as vehicles), locations and events (i.e. crimes, occurrences) across multiple systems. These systems are not necessarily effectively integrated, meaning a single person, object, location and event may exist multiple times across different systems. Officers therefore may have to access multiple systems to retrieve and input information. When changes are made to these systems, or they are replaced, officers require re-training therefore abstracting them from front-line duties. We also have data quality issues whereby, for example, a single person may exist more than once (i.e. a duplicate nominal) within the same system because, for example, they are named slightly differently by users entering data. Describe how your solution: • Deals with instances where there are multiple records of a single nominal, ensuring the information provided to the officer is as accurate and reliable as possible. • Enables officers to input to and retrieve information once without having to access disparate systems • Enables changes to be made to back-end systems (component architecture) without affecting the front-end application	
i) Based on your experience of implementing your solution in other police forces, provide an estimate of the data storage requirements	

for digital media (i.e. photos, audio and video recordings) to support your solution, based on 1,500 to 1,800 users. Please estimate the typical Storage requirements for ePNB data and where this information would be stored. Please note that your response to this will not be scored.	
j) Based on your experience of implementing your solution in other police forces, please provide a recommendation of the internet bandwidth required to support your solution, based on between 1,500 to 1,800 users. Provide this as a minimum and maximum bandwidth. Please note that your response to this will not be scored.	
k) What capacity would you suggest for a private Access Point Name required to support your solution for up to 600 concurrent users? Please note your response to this will not be scored.	
l) Provide details of your preferred database technology and the details of any others that your system supports.	
m) Provide details of your preferred server platform and the details of any others that your system supports. North Wales Police currently	

uses Windows Server 2016 or later running in a virtualised Hyper-V environment	
n) North Wales Police currently use the SRG gateway for PNC. Please provide details of the preferred PNC gateway for your solution.	
o) When officers search for an address or location in Niche they search the corporate address gazetteer database linked with the Niche System. We will also provide you with a an ESRI Locator hub API North Wales Police require that when officers search for and then input an address via their mobile device, the officer is able to search for the address in the corporate address database and link it to the relevant entity in Niche. Describe how your solution meets this requirement.	
p) North Wales Police require the solution is device agnostic (i.e. it is configured to be used on a range of devices including smartphones, phablets, tablets, laptops and desktops). Describe how your solution meets this requirement and allows officer to move between devices whilst completing the same form if required. Please specify any hardware limitations or particular hardware requirements for the use on mobile devices – for example, is the solution only approved for use on particular mobile devices or	

platforms or versions e.g. only works on Android 10 on a Samsung A40 device, or has a minimum screen size. The supplier must be exact with any details which are not support or are required for the solution to work as designed on mobile devices. This is to reliably inform NWPs decision about upcoming handset replacement which is imminent and is required to support the mobile policing application.	
q) North Wales Police wish to consider options for running the application software, either 'in house' or for the supplier to host the solution on our behalf. With regards to hosting please detail type of hosting available (SaaS,PaaS,IaaS) Confirm what options you provide in relation to hosting the application software. Your response will include, but not be limited to: • Provide a Live, Test and Training environments • Whether or not your hosted solution is based in the United Kingdom and full locational details. • The location and names of all subcontractors. • The location of any storage facilities. • A topological diagram of the hosted solution. • Any infrastructure requirements of North Wales Police. • Service Level Agreements regarding availability. • Disaster Recovery Arrangements. Please note that your response to this will not be scored.	

r) Confirm the number of planned software releases per year. The supplier should document the methodology used for release cycles and updates plus specify any requirements for the delivery of these interim test builds specific to the customer. Please note your response to this will not be scored.	
s) Describe your release management process. This will include but will not be limited to, how and when software upgrades and additional modules are made available to clients. Please confirm whether or not we will incur a cost for these upgrades and if so, what your charging structure is.	
t) Provide proposals regarding service level agreements. Proposals will include but will not necessarily be limited to: • Priority P1 Critical: The incident affects the whole organisation, due to complete loss of service. • Priority P2 High: The incident affects a key element or the performance of the complete service, causing impact to a most if not all of the organisation, and despite the overall service being operational. • Priority P3 Medium: The incident affects an element of the service which is impacting a small subset of users.	

• Priority P4 Low: The incident affects a single user. Define the scope of your responsibilities within your response. Please note that this section will not be scored.	
u) The solution should be available to users on a 24/7/365 basis. Provide details of targets availability (as a percentage) and where cost-options exist to increase/decrease this detail should be provided. Provide an indication, based on experience with installations in similar organisations, of the percentage up-time experienced.	
v) Suppliers must conform to the Forces Change and Release Management process for any configuration changes to the production systems. Non-emergency changes require 10 working days' notice. In most cases, Emergency changes will only be permitted where there is an operational impact resulting in loss of service. NWP may require changes to be made outside of standard working hours. Please state if this achievable. Emergency changes will only be permitted where there is an operational impact resulting in loss of service	

NWP may require changes to be made outside of standard working hours. Please state if this achievable	

10. Compliance and Management Information

10.1 Current Processes
The ability to monitor the use of the solution Is required to inform North Wales Police as to the success of the project. An audit trail of usage of the device and integrated systems is required so that any misuse of systems can be easily identified.
10.2 Expected Benefits
• North Wales Police are compliant with the Government Public Service Network for Policing Code of Connection Standards • North Wales Police adhere to the Management of Police Information (MoPI) guidelines • North Wales Police adheres to all relevant Her Majesties Guidance security standards and all relevant Communications-Electronic Security Group Good Practice your own Guidance

a) NWP require that any data stored on the device and in transit is encrypted. Please describe how your solution ensures that data held on the device (e.g. data stored when the device is out of connectivity, information captured by officers in their pocket notebook) is secure and to what level of encryption?	

b) North Wales Police require the ability to review the performance of the solution and how our officers are using it. Please detail what your solution can provide.	
c) North Wales Police require the ability to audit all transactional data. Please detail how your system can accommodate this	
d) Describe what management information reports are available from your solution and whether these are configurable?	
e) Describe want access you provide for either data extract, or direct access to an MI reporting database which you can provide to us?	
f) North Wales Police require that there is a full audit trail of use of a device. This could include, but not be limited to: • All transactions performed, including the data viewed/submitted, by a specific Officer ID in a specific period of time. • Details of all the Transactions performed, including the data viewed/submitted, against a specific application in a specific period of time. • Details of the number of Transactions performed, broken down by Transaction. • Details of Type and Officer ID, in a specific period of time. • Access to the audit trail must be controllable by Officer Id down to "row" level. Describe how your solution meets this requirement and any additional storage or servers required if not already specified.	
g) In relation to the Police National Computer (PNC), North Wales Police require there is a full audit trail of officers who have accessed	

	information held within PNC. This will include, but will not be limited to the following: • The solution provides management information showing the level of usage of PNC on a monthly basis by officer. • The solution enables North Wales Police to view the PNC log line data so that they are able to maintain a complete record of PNC usage by officer. Describe how your solution meets this requirement.	
h)	North Wales Police require that our Professional Standards Department (PSD) can view all activity undertaken by the officer on the device remotely, without leaving a visible footprint to officers that records have been accessed and reviewed, however PSD views should be recorded either against each file or as part of an audit tool and only assigned PSD staff can see this. Describe how your solution meets this requirement.	
i)	North Wales Police require that there is an audit trail showing when information has been viewed within or submitted to another system (such as Niche, ICAD) by an officer using a mobile device. Describe how your solution meets this requirement.	
j)	When issuing a ticket, form or warning to a victim or offender they have the right to ask for the language to be in Welsh. Please describe how your system can aid this but upload into RMS in English	

11. Implementation

11.1 Current Processes
North Wales Police have traditionally undertaken a waterfall approach to project delivery, applying the Prince 2 Project Management methodology. Due to the scale of change within North Wales Police and the public sector more generally, there is potential that our requirements may change during the course of the project. We therefore require a supplier who will work with us in an agile way, prioritising the satisfaction of frontline officers at the heart of their delivery and who will deliver functionality early and continuously, accommodating changing requirements.

11.2 Expected Benefits
• Successful delivery of a Mobile Working solution into NWP

11.3 NWPs Requirements	Supplier Response
a) North Wales Police require a supplier who will work with us in an agile way, prioritising the satisfaction of frontline officers at the heart of their delivery and who will deliver functionality early and continuously, accommodating changing requirements. Describe how you meet this requirement.	

b) Detail what resources you would allocate to the project. Please specify: • What roles you will allocate (e.g. Project Manager, Business Analyst) • A summary of the responsibilities of each these roles • The duration of time they will be allocated to the project • The cost per day of each role Please note that your response to this will not be scored.	
c) Confirm your expectations with regards to the resources you consider that North Wales Police should dedicate to the project. Please note that your response to this will not be scored.	
d) Describe your approach to dealing with increases in workload on your project resources who are assigned to delivering the solution to North Wales Police, arising, for example, from acquiring new customers. Please note your response to this will not be scored.	
e) North Wales Police will require the preferred bidder(s) to undertake a Demo of the solution with a selected number of officers (User	

	Group). Functionality we require to be tested during this trial will include: • NICHE integration – specifically, the processes of 'crime reporting' • Access to forms for officers to test Our preference would be that this trial would be conducted by North Wales Police Officers within a secure external infrastructure. This trial will enable North Wales Police to determine whether or not the solution will enable officers to complete an end-to-end process, from initial data entry through to integration with key North Wales Police systems e.g. Niche Describe how you will meet this requirement.	
f)	Provide a detailed plan of activities based on your experience of other implementations. Provision of a detailed implementation and transition plan will be a requirement to work with North Wales Police.	
g)	Detail your expected time scales for an implementation in North Wales Police and provide a plan in Microsoft Project based on the	

requirements detailed in this document.	
h) Detail how you would achieve a skill's transfer to North Wales Police staff working in our Information Communication Technologies department, in being able to support your system – what level of formal training would be required?	
i) Based on your experience from implementing your solution in other Police forces, please detail your approach to delivering training to users of your solution. Include in your response an estimate of the amount of training required per officer (e.g. 1 day, 2 days) for each process you deliver (i.e. crime reporting, stop and search). Please note that your response to this section will not be scored.	
j) Based on the information provided suppliers are required to provide a benefits profile and approach of how and what North Wales Police could potentially achieve through cashable and operational efficiencies were you to be the successful bidder. This will take the form of examples of savings and benefits achieved in other police forces. Please note that your response to this section will not be scored.	
k) Provide details of which forces are using your solution in an operationally live environment (i.e. the solution has been through User Acceptance Testing and has been rolled out to Police Officers	

in a live environment) and what functionality is currently live. Please note that your response to this section will not be scored.	
Describe what arrangements you provide for ongoing technical support and maintenance of your solution. Technical Support process currently in operation at NWP • 1st line support provided by our 4100 number and triaged by CGI which may change from April 2022, we expect the supplier to integrate with the NWP service desk, please advise how this integration would work e.g. secure email, SNMP, web portal, telephone – the supplier must accept the outsourced NWP service desk acting on behalf. • 2nd line support provided by an Internal System Administration (depending on nature of fault) • 3rd line support passed to supplier Maintenance Support • Server Support (operating system and any components not specific to the solution) is usually managed by CGI (preferred option) please comment if the supplier prefers to manage all server elements in the context of an on-prem solution Please note that this section will not be scored.	

Section 3 – Management & Security and Compliance

Items 1 – 5 are the scored elements of the specification. Suppliers are requested to review and respond to each section detailing how they would provide the appropriate functionality and enable the realisation of expected benefits.

12. Managing the Service

12.1 Current Processes	
North Wales Police currently have an internal Information Communications Technology department providing 1st, 2nd and 3rd line support to the organisation. North Wales Police require an application that can be managed and pushed out to officers' devices using Intune Mobile Device Management.	
12.2 Expected Benefits	
• North Wales Police have a robust and reliable mobile technology solution which is available to users 24 hours a day, 7 days a week, 365 days a year • North Wales Police have a robust Mobile Device Management Solution, enabling security risks to be successfully mitigated in the event of misuse or misappropriation of the solution or it's component parts	
12.3 NWPs Requirements	**Supplier Response**
a) North Wales Police require a support service, based in the United Kingdom, providing a 3rd line service desk to respond to and resolve end user issues. Provide details of your service desk facility	

options with costs including, but not limited to the following scenarios: • 24/7/365 availability • Standard office hours Mon – Fri 08:00 – 17:00 • Service level agreements in relation to issue resolution This system will be a Tier 1 system to officers. Please note that this section will not be scored.	
b) North Wales Police require that the supplier to proactively identifies and resolves issues with the solution before they become a problem to the end-user. Provide details of how you meet this requirement. Please can the supplier advise if they will need remote access into NWP devices e.g. laptops/servers/mobile devices, and if so which, in order to provide their support services and why this level of access is needed	
c) North Wales Police will be using Microsoft Intune for our Mobile Device Management (MDM) solution. The chosen Mobile application system must be compatible with this solution but also compatible with possible future alternatives.	

We would expect any chosen mobile application system to integrate with the following requirements: • The deployment and control of fully managed, corporate-owned mobile devices (COBO), with potential compatibility for COPE (Corporately-Owned, Personally-Enabled) devices into the future. • The deployment of primarily Android devices. • Applications are deployed to devices through a Managed Google Play environment, integrated with the MDM. • Devices may be running a mixture of OS versions simultaneously, from Android 9.0 and above. The chosen Mobile application system, and associated updates, should have cross-compatibility with current and future OS versions and full functionality will need to work with the previous OS release. On release of a future OS version, the mobile application would be expected to function in a timely manner following that release. • App updates are delivered over-the-air via Managed Google Play and pushed on to the mobile devices • The MDM has the ability to oversee third-party applications through the use of compliance policies. The chosen Mobile application system may make use of MDM app configuration policies, application configuration may be controlled locally on the device, or configuration of the app may be controlled at a separate bespoke server level. Please provide details of how your Mobile application system makes use of such policies if applicable and how any configurations are maintained. The preferred method of managing application configuration is via the use of	

application configuration policies via Intune and associated JSON configurations – supplier to confirm that this is supported. • Whilst deployment of primarily Android devices, please comment on the availability on iOS devices. • Integration with Azure Active Directory for user assignment/registration of mobile devices. The MDM makes use of AD groups to deploy bespoke policies for specific organisational roles and control access to both third-party applications and access to policing systems. Provide details of how your Mobile application system would integrate with this. • The preferred method of managing application configuration is via the use of application configuration policies via Intune and associated JSON configurations – supplier to confirm that this is supported. Also that whilst deployment of primarily Android devices, comment should be made against availability on iOS devices. d) Please provide an overview of how you would approach continual development of the application for local requirements (i.e. changes in source system integration or new functionality requests i.e. forms) and then nationally mandated changes i.e. changes requested by a National Police User Group	

13. Security and Compliance

13.1 Current Processes

NWP ensures compliance with Data Protection Act 2018, General Data Protection Regulation (GDPR), National Policing CSP requirements, Government information security standards, national Systems' Codes of Connection etc:

13.2 Expected Benefits

1. North Wales Police are compliant with the Data Protection Act 2018, GDPR and the Data Protection Principles
2. North Wales Police adhere to the Management of Police Information (MoPI) guidelines
3. North Wales Police ensures confidentiality, availability and integrity of personal and operational data

13.3 NWPs Requirements	Supplier Response
a) Agreement to NWP Data Processing Agreement (Schedule 15) and Baseline Security Questionnaire. Please complete the attached forms	Baseline%20Security%20Requirements(I
b) NWP require that all systems will be subject to an annual ITHC (IT Health Check), carried out by an approved UK penetration testing company. We require that the supplier mitigate any remedial issues which the testing may find. Please confirm your approach to resolving issues with your solution which may arise from the ITHC.	
c) The suppliers application, should in general, function correctly when all solution components are configured as per the respective vendors best practise guidance e.g. Microsoft security baselines,	

hardening guidelines for Java etc. Please confirm that this is a principle of the App deployment	
d) How is your solution configured so that it is compliant? Please confirm the information security framework is in place, defining how information is managed to lower risk and vulnerability. Please supply copies of any supporting information security documentation and certification (for example, how the 14 cloud security principles have been implemented).	
e) The full end-to-end solution must be accredited to hold/transmit/receive data to IL3 (OFFICIAL-SENSITIVE) based on the current Her Majesties Government security classifications. Suppliers are required to detail how their proposed solution will be compliant with relevant IL compliance standards so that the full end to end solution can be IL3 accredited**.**	
f) Detail your patch management policy for the proposed solution (at a hardware/software level), including critical/standard patches, and your approach for keeping abreast of vulnerabilities that may put the solution at risk.	
• North Wales Police require that the supplier has documented and tested Business Continuity Plans and Disaster Recovery Plans. This will cover but will not be limited to unplanned and planned events such as: • Loss of network • Software upgrades • Loss of APNs	

• Loss of Service Desk • All other areas of business • Total solution failure • Software upgrades	
g) North Wales Police require any Disaster Recovery solutions you have to operate between two sites so that one site is always available. Describe the disaster recovery arrangements you have in place.	
h) Are back-ups of essential information and software performed? If so, are they tested to ensure they work, thus ensuring the integrity of data?	
i) Are back-ups performed on a regular basis according to a defined cycle? If so, what is the cycle?	
j) In the event of an emergency, can essential information or software be restored within a critical timescale? If so, has this been tested?	
k) North Wales Police require that devices are securely provisioned and configured 'over the air'. Describe how you securely provision and configure devices.	
l) What processes does the supplier follow to ensure that the actual coding of their application is secure e.g. does not inherently contain insecurities in the way it is coded, source code susceptive to modification prior to release etc. Please comment in relation to the below https://www.ncsc.gov.uk/collection/developers-collection	
m) Is there a comprehensive, documented information security policy in place? Does such policy or a separate policy cover information	

risk and, are regular risk assessments carried out? **(Under Home Office Mandatory Data Handling Requirements for Suppliers a risk assessment of the confidentiality, integrity and availability of information must be carried out at least quarterly).**	
n) Do you have a documented process for Information Security Incident Management? And what level of detail do you capture? a. Incident b. Mitigation c. Resolution Please describe your escalation process to.	
o) Please describe your information training processes/requirements	
p) As you'll have access to police data which contains personal data and sensitive personal data. It may be essential for certain members of staff to be Security Cleared for example NPPV3, SC. Please describe your vetting process and certification	

14. Organisational Questions

14.1 Welsh Language

Please describe what impact, if any, the Welsh Language Standards may have upon the performance of the contract.

Your answer should include:

- How you will manage and monitor compliance with the Standards (including ensuring that all relevant communications, written and verbal, will be available in both Welsh and English).
- How will you a fully Bilingual service to service users

14.2 Social Value

In context of the NWP and OPCC Social Value Policy and the Public Services (Social Value) Act 2012, Please describe how you will ensure wider social, economic, environmental and cultural benefits on behalf of the Office of the Police and Crime Commissioner during the performance of the contract.

Your answer should include:

- Non-paid work placements opportunities
- Local supply chain developments
-

14.2 Modern Slavery

- What steps will you take to tackle modern slavery and human rights within your organisation and supply chain? Please include details of how you will ensure that workers are aware of their rights as well as the training you will provide for staff working in supply chain management in relation to slavery and human rights.

- Please provide details of the way in which you will ensure that your workers, including agency workers and sub-contracted workers will be subject to fair working practices. Please include details related to fair pay, the opportunities provided to develop skills as well as details of your whistleblowing policy and grievance mechanism.

- What processes will you put in place to ensure that details about your workers are protected to ensure they will not be included on prohibited lists (blacklisting). Please include what steps you will take to ensure your subcontractors / employment agencies will not be involved in the practice of blacklisting.

HEDDLU GOGLEDD CYMRU
NORTH WALES POLICE

SWYDDFA COMISIYNYDD HEDDLU A THROSEDD GOGLEDD CYMRU

OFFICE OF THE POLICE & CRIME COMMISSIONER NORTH WALES

COMMERCIAL

TENDER RESPONSE DOCUMENT

FOR THE SUPPLY AND DELIVERY OF A

Mobile Policing Application

TO

THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES

CONTRACT REFERENCE: NWP44016

Contract Date: For a initial period of 3 years with the option to extend for a furher 3 years

SECTION 3

Please note that this document and all your responses are subject to Freedom of Information disclosure.

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<u>CONTACT DETAILS</u>

Contact details for enquiries about this tender submission	
Name	
Address	
Post Code	
Phone	
Mobile	
Email	
Company Registration Number	

VALUE OF CONTRACT FOR YEAR ONE (Excluding VAT): **£**
TOTAL VALUE OF CONTRACT (Excluding VAT): **£**

IF YOUR TENDER IS SUCCESSFUL THIS APPLICATION WILL BE INCORPORATED INTO THE CONTRACT AWARDED TO YOU.

1. FORM OF TENDER

1.1. I/We have received the following documents (strike out any that are not applicable) and have included in the Schedule of Prices for all requirements contained within them:-

Section 1A

1. Introduction
2. Instructions to Tenderer
3. Communication and Enquiries
4. Instructions for Completion and Submission
5. Contract Award Criteria and Evaluation Guidance
6. Confidentiality and Information Handling
7. Security Aspects for External Contactors
8. Data Protection
9. Contractors and Subcontractors approval to work on this Contract
10. Standards of Professional Behaviour Expected.

Section 1B Terms and Conditions of Contract

1. General Terms and Conditions of Contract
2. Special Terms and Conditions of Contract
3. Definitions

Section Two – Specification and Method Statements

1. Specification
2. Method Statements

Section Three – Completed and returned this document

1. Form Of Tender
2. Undertaking
3. Schedule of Prices
4. Company Information Questionnaire - To be completed online
5. Confidentiality Declaration

1.2. **NOW THEREFORE** it is agreed that:-

1.2.1. I/We agree that the aforementioned documents together with our submission documents and our acceptance will form part of the tender and any contract agreement.

1.2.2. I/We undertake to execute (if so required) a formal agreement in a form to be prepared by the PCC;

1.2.3. And, if so required, to provide satisfactory sureties for the due performance of the same.

1.2.4. I/We understand and accept that the quantities used in the Schedule of Prices are indicative only and that NO VOLUME

OR VALUE of orders will be guaranteed in respect of this contract.

1.2.5. I/We understand that the PCC is not bound to accept the lowest or any tender that may be received.

1.2.6. I/We do certify that this is a bona fide tender and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreements with any other person(s).

1.2.7. I/We agree to comply with the Confidentiality and Non-Disclosure Agreement.

1.2.8. I/We agree to comply with the Freedom of Information Act 2000 and agree that if successful the final contract will be published without redaction and all documents submitted during the tendering process will be disclosed.

1.2.9. I/We agree to comply with the Government's instructions' on Data Transparency and agree that if successful the PCC will publish a month on month spend profile for this contract.

1.2.10. I/We agree to comply with the Bribery Act 2010 and confirm we have no convictions or ongoing investigations.

1.2.11. I/We agree to comply with the Public Audit (Wales) Act 2013.

1.2.12. I/We agree to comply with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679 and where applicable Law Enforcement Directive (Directive (EU) 2016/680) and the Force's Information and Security Policy.

1.2.13. I/We agree to comply with the current North Wales Police and Police PCC Welsh Language Scheme produced in accordance with the Welsh Language Act 1993 and Welsh Language Measure 2011.

1.2.14. I/We agree to comply with the Well-being of Future Generations (Wales) Act 2015, the Public Services (Social Value) Act 2012 and the Modern Slavery Act 2015

1.2.15. I/We agree that this tender shall be open for acceptance for a period of 6 months from the last date quoted for submission of tenders.

1.2.16. I/We are satisfied with the level of information provided within this tender document

1.2.17. I/We have not corrupted/amended any text whatsoever in this tender document.

1.2.18. Any agreement entered into with the PCC is subject to the overriding presumption that the terms and conditions herein will prevail and that any conflicting terms in subsequent documents will have no legal effect.

1.2.19. I/We also understand that it is a criminal offence, punishable by imprisonment or fine, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the PCC to cancel any contract currently in force and may result in my/our exclusion from the PCC's Approved List of Firms to be invited to tender.

1.2.20. I/We agree to accept the terms and conditions set out this tender document including all Schedules

1.2.21. I/We agree that the PCC may request post tender clarifications.

1.2.22. I/We agree that the PCC may in some circumstances request best and final offers (BAFO) from shortlisted Tenderers.

1.2.23. The submission of a tender for the supply and delivery of any Item set out in the Tender Schedule and/or Specifications shall be made only in accordance with the Tender Documents and the PCC shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except as shall have been specifically agreed between the PCC and the Contractor in writing and signed on behalf of the PCC by an Authorised Representative.

1.2.24. Any clauses in the Contractor's own Conditions of Sale or Contract or any supplementary Condition or Letter which are at variance with the PCC's Tender Documents shall be overridden by the Tender Documents unless specifically agreed to in writing in accordance with paragraph 1.2.1 above.

1.2.25. Tenders will only be accepted if submitted on the Form of Tender herewith.

1.2.26. The Form of Tender must be signed:

1.2.26.1. In the case of a Partnership by a person duly authorised to sign and bind the Tenderer or, if no person has such authority, by all Partners;

1.2.26.2. in the case of a limited company and in any other case by a person duly authorised to sign and bind the Tenderer:

1.2.26.3. and all information given in the Tender Documents to be completed by the Tenderer must be given by a person duly authorised to sign and bind the Tenderer. The PCC shall be under no obligation to check that persons purporting to have authority to sign and bind any Tender have such authority and the PCC shall be entitled to assume that all Forms of Tender are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.

1.2.27. All Tenders/Quotations must be submitted to the PCC in accordance with instructions contained in the Form of Tender.

1.2.28. All Tenders/Quotations will be subject to the PCC's Standing Orders and will be accepted in accordance with the said Standing Orders.

1.2.29. The PCC does not bind itself to accept the lowest or any tender.

1.2.30. The PCC will consider Tenders for any or all of the Items set forth in the Tender Schedule and/or Specification and reserves the right to divide any Item for which bona fide Tenders are received between two or more Tenderers.

1.2.31. The Tender or any part thereof shall remain open for acceptance by the PCC for a period of six months from the closing date for submission of tenders.

1.2.32. Subject to the Standing Orders of the PCC, no tender received after the time or the date stated in the Tender Documents will be considered and incomplete tenders may be rejected except where the Tenderer is tendering for only part of the business for which Tenders have been invited.

1.2.33. The Tenderer shall not at any time after submitting a tender cause the offer thereby made to be withdrawn or revoked.

1.2.34. In the event of any person or firm withdrawing a tender or declining to sign the contract upon being called upon to do so after his or their tender has been accepted, or if the PCC are satisfied that the Contractor has not carried out that Contract in a satisfactory manner, the person or firm or Contractor shall not be allowed to tender or shall be removed from the approved lists (where these exist) thereafter for a period of three years, or such other period as may be agreed by the PCC in individual cases.

1.2.35. The Contractor shall be deemed to have examined the requirements specified, any premises and these tender documents. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in these tender documents on which the Contractor could reasonably have satisfied itself beforehand.

1.2.36. The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rate and prices stated by it in its tender which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

1.2.37. Tender Documents shall be completed exactly as indicated therein and any Tenderer submitting a separate general 'Price List' or stating that a list price less a discount shall apply or such other similar practice will result in the Tender being disregarded.

1.2.38. All prices quoted in the Tender must be in Sterling, unless agreed prior to the Contract award.

1.2.39. The PCC may require samples of any item for which a Tender has been submitted and Tenderers shall provide these samples free of charge. Such samples shall be readily available and may be subjected to any test which the PCC considers necessary in order to evaluate Tenders properly. In the event that such samples meet with the approval of the PCC they shall become standard samples for the purpose of the Contract hereinafter referred to and all items supplied or to be supplied under any Contract made and for which a sample has been approved shall be equal in all respects to such sample. The PCC will make random checks or tests to ensure that this and any other specified requirements are met and if there is any deficiency whatsoever in any item so checked or tested the costs incurred by the PCC carrying out such check or test shall be borne by the Tenderer. The PCC may also seek from the Tenderer a refund, by means of a credit note, compensation or replacement of any item which was the subject of random sampling but which proved to be deficient.

1.2.40. It is essential that Risk Assessments and Method Statements are available not only for the initial contract bid purposes, but are also developed and applied on all future work on the PCC's premises. To this end, the Contractor is required to submit a generic Risk Assessment/Method Statement, together with one site-specific Risk Assessment/Method Statement with this contact. The Contractor will be required to provide a site-specific Risk Assessment/Method Statement prior to any work commencing at that individual site. Contractors that require access to the PCC's premises to fulfil their contractual obligations must ensure that copies of any risk assessments/method statements are carried in their vehicles, and that drivers can produce them if requested in line with our Health and Safety duty of care obligations.

1.2.41. I/We the undersigned do hereby agree to carry out the fulfilment of the contract on being notified of the acceptance there of in whole or in part in accordance with the PCC's conditions of contract and all other documents attached which have been examined and understood.

1.2.42. Unless a formal contract is prepared and executed this tender together with the PCC's written acceptance of, the general and special conditions of contract, the schedule of prices and the specification shall constitute a binding contract.

1.2.43. The prices included in the schedule are fixed for the first 12 months of the contract as a minimum; thereafter the price variation clause set out in the Conditions of Contract shall apply unless otherwise agreed.

2. UNDERTAKING

2.1. I/We declare that to the best of my knowledge the answers submitted in this tender are correct. I understand that the information will be used in the process to assess my organisation's suitability to meet the PCC's requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this tender if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

2.2. I/We agree to all the terms and conditions, data processing agreement and to this From of Tender in its entirety.

2.3. I/We understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the authority to cancel any contract currently in force and may result in my/our exclusion from the PCC's Approved List of Firms to be invited to tender.

2.4. ***Electronic submission instructions: As this document is being submitted electronically by upload via www.bluelight.gov.uk the name of the Director or other senior representative should be typed in the signature block and will be accepted as their authorised signature in submitting this tender.***

2.5. This Document shall be signed by a Director or other senior representative

Signed	
Print Name Position	
Date	
For and on behalf of (name and address of Organisation)	
Email:	
Telephone No	

3. SCHEDULE OF PRICES

3.1. The Tenderer shall comply with all the terms and conditions contained herein relating to Pricing.

3.2. This Schedule shall include all costs related to delivering the goods or services detailed in the specification, including all correspondence, reports to be submitted, attendance at Court, administrative costs, taxes, insurance, travel or accommodation and any other disbursements or charges to which the Supplier may be put.

3.3. The Tenderer shall ensure that they have read all the Tender Documents in conjunction with this Schedule and in particular Pricing, Service Charges and Price Variation of the conditions of contract.

3.4. All costs associated with the provision of the Goods and Service are deemed to be included in the charge. Including Delivery and Installation and Contract Management.

3.5. All costs associated with vetting are to be covered by the contractor. No additional payments will be considered by the PCC for complying with vetting.

3.6. The Tenderer shall price each item in this Schedule. The Contractor without additional payment shall undertake un-priced items.

3.7. The acceptance of a Tender by the PCC will not imply or guarantee that the CONTRACTOR will be awarded any quantities of work detailed in the Pricing Schedule.

3.8. All costs shown are to be exclusive of VAT (which will be added at the prescribed rate) and fixed for a period to be stated by the Tenderer but not less than twelve months from the closing date for receipt of Tenders.

3.9. Contract Prices will be fixed for the initial period of the contact. No price variation will be considered otherwise than in accordance with the General Terms and Conditions clause Price (11) and Price Adjustment on Extension (15)

3.10. The totals for each schedule shall be carried forward to the Summary schedule, where appropriate.

3.11. The Tenderer shall expand these pricing schedules to include all associated services proposed to meet the requirements defined herein.

3.12. Pricing Schedules shall be completed and provided in Excel or Word format (PDF will not be accepted) with the Tenderers response in accordance with the Instruction to Tenderers.

3.13. Tenderers shall provide supporting summary notes for all priced elements to identify all assumptions and constraints against their proposed service offering.

3.14. The Tenderer may submit any proposals for discount to be given for volume of business awarded schemes and such schemes may be on a retrospective basis.

3.15. All prices quoted in the Tender must be in Sterling.

3.16. Tenderers must provide details of charges for all or any labour elements listed.

3.17. Labour will be paid at National Living Wage

3.18. No additional charges will be paid for the provision of this contract throughout the night, at weekends or during public holidays, unless listed here.

3.19. No additional charges will be paid for expenses in the provision of this contract unless listed here. We will not pay first class travel, mileage will be clearly defined and we reserve the right not to pay excessive or unsubstantiated claims.

3.20. It is understood and accepted that costs for non-labour elements can vary from time to time. However, excessive overcharging beyond a reasonable level could result in cancellation of this contract.

3.21. Costs incurred by the Contractor in complying with Contract Monitoring and Management must be included as part of the rates stated in the Price Schedule. No additional payment will be considered by the PCC for complying with this activity.

Costings

All costing must be supported with full breakdowns in excel format.

If these transactions are not offered or currently available as part of the solution then please provide example costings based on estimated developer days and costs against low, medium and high complexity processes and estimate the cost for each of the phases.

Phases 1, 2, & 3

Item	Description	Total
Set up and Implementation - to be the full cost of set-up and implementation		
Phase One Critical Areas of functionality		
P1.1	TOR/VDRS	
P1.2	EOEL 1 and EOEL6 – Turning into the CID16 and 27 Dash Questions	
P1.3	Community Resolutions	
P1.4	Stop/Search	
P1.5	S165 - Vehicle seizures	
P1.6	HORT 1	
P1.7	Victim Contract	
P1.8	Sudden Death Streamline	
P1.9	Seized property	
P1.10	Witness Statement	
P1.11	Traffic Accident	
P1.12	VA Attendance form	
P1.13	Young offending form 'YOF8'	
	Total Costs for Phase one	
Phase 2 Application Requirements		
P2.1	Incident checks and Searches	
P2.2	Officer Collaboration	
P2.3	Crime Reporting, intelligence submissions and the Occurrence Enquiry Log	
P2.4	Digital Images and Electronic Pocket Books	
P2.5	Forms Ticket and Warnings	
P2.6	Response Officer Log for Amethyst and CID	
P2.7	Intelligence	
P2.8	Section 59 Anti-social driving	
P2.9	Chronicle Form	
P2.10	Medical Release form	
P2.11	Crime Scene Examination Form	
	Total Costs for Phase Two	
Phase Three – Future Options		
P3.1	Premises Search Book	
P3.2	Attendance Scene Log	
P3.3	Per (Prisoner Escort Record)	
P3.4	CID94	
P3.5	Drone Flight Logs	
P3.6	Domestic Abuse Log	
P3.7	Risk based Decision Sheet – Firearms registry	
P3.8	Remote Tasking, Briefing and Intelligence	
	Total Costs for Phase Three	
	Total Costs for all three Phase	

Training and Documentation

Item	Description	Total
Please detail all training and Documentation and associated costs		
T1		
T2		
T3		

LICECNES

Item	Description	Total
Please detail all License requirements and associated costs		
L1		
L2		
L3		

INTERFACES

Item	Description	Total
Please detail all costs associated with any interfaces, including any ongoing costs.		
I1		
I2		
13		

ANNUAL MAINTERNACE AND SUPPORT

Item	Description	Total
Please detail all costs associated with Software Updates and Annual support.		
M1		
M2		
M3		

SOFTWARE DEVELOPMENT

Item	Description	Total
Please outline costs associated with Software Development for future North Wales Police business requirements (i.e. new processes or customisation). This may consist of either development packages offered with a defined number of updates for the year or itemised development day costings and recommendations as to how many days should be provisioned.		
S1		
S2		
S3		

Summary of all Costs

Item	Description	Total
P1	Phase One	
P2	Phase Two	
P3	Phase Three	
T	Training and Documentation	
L	Licences (annually)	
I	Interfaces	
S	Software developments	
M	Maintenance and Support (annually)	
	Total Project Costs	

4. COMPANY INFORMATION QUESTIONNAIRE - TO BE COMPLETED ONLINE

5 CONFIDENTIALITY DECLARATIONS

1. All the information that the Authority supplies as part of this procurement shall be treated as confidential information.

2. The Bidder considers that the type of information listed in Table 1 below contained in its response to the procurement is ‘confidential information’.

3. The Bidder considers that the type of information listed in Table 2 below contained in its response to the procurement is not confidential information but is 'commercially sensitive' information.

4. The Bidder must complete each Table fully and give full, valid and justifiable reasons for including any information in the Tables below. The Authority cannot accept any broad attempt to class all, or any broad categories of, information as either ‘confidential information’ or ‘commercially sensitive’ information and may discard a Bidder’s attempts to classify information in this way.

6. Bidders are reminded that notwithstanding the inclusion of any information in the Table below, the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with Freedom of Information Act (FoIA).

Confidential Information:

Information considered confidential information Reason for FoIA exemption (include paragraph reference) Period exemption is sought (months)

Type of Information	Document Reference	Held By	Period (Months)	Reason for FoIA exemption