Software Licence and Support Agreement

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By and between

"CACI"	**and**	**"Client"**
CACI Limited CACI House Kensington Village Avonmore Road London W14 8TS		[*insert details*]

Registered in England &
Wales No. 1649776

Commencement Date: the date of signature of this Agreement.

Client acknowledges having read and understood these terms and conditions. The parties agree to abide by the terms and conditions set forth in the following Schedules which are incorporated into this Agreement.

Schedule A	Terms and Conditions
Schedule B	Software, Services and Fees
Schedule C	Support Services
Schedule D	Change Control Procedure
Schedule E	Oracle End User Terms
Schedule F	Oracle Support Terms
Schedule G	Data Protection Obligations

Agreed on behalf of CACI

By _____

Name **RAJ AFGHAN/ANN-GAELLE COX**

Title **AUTHORISED SIGNATORY**

Date _____

Agreed on behalf of the Client

By _____

Name _____

Title _____

Date _____

Schedule A
Terms and Conditions

1 Definitions

1.1 **Annual Support Fee** – "Annual Support Fee" means the sum indicated as such in Schedule B and payable in accordance with Clause 6 below.

1.2 **CACI Software – "**CACI Software" means the software in which the Intellectual Property Rights are owned by CACI including the software specifically developed by CACI for the Client.

1.3 **Client's Service Desk** – "Client's Service Desk" means the designated Client staff responsible for handling front line help calls from within the Client's organisation.

1.4 **Confidential Information – "**Confidential Information" means all information designated as such by either party in writing together with all other information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, customer and suppliers of either party, and all information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature. For the avoidance of doubt, the Documentation shall be deemed to be Confidential Information.

1.5 **Consultants** – "Consultants" mean CACI's specialist information systems consultants.

1.6 **Data**- "Data" means all data provided by the Client and processed or conveyed by CACI on behalf of the Client as part of the Services;

1.7 **Deliverables -** "Deliverables" mean the items listed in Schedule B and all items otherwise delivered pursuant to this Agreement.

1.8 **Documentation** – "Documentation" means the documentation (if any) relating to the Software and provided to the Client by CACI.

1.9 **Equipment** – "Equipment" means the Client's equipment and/or the equipment utilised by a third party providing hosting services direct to the Client and onto which the Software has been installed.

1.10 **Fees** – "Fees" shall mean the Licence Fee, the Annual Support Fee and any other fees as detailed in Schedule B.

1.11 **Intellectual Property Rights –** "Intellectual Property Rights" means patents, trade marks, design rights (where registerable or otherwise), applications for any of these, copyright, Confidential Information, trade or business names and other similar rights or obligations where registerable or not in any country.

1.12 **Licence Fee** – "Licence Fee" means the sum indicated as such in Schedule B and payable in accordance with Clause 6 below.

1.13 **Project Clarification Document –** "Project Clarification Document" or "PCD" means a document mutually agreed by the parties which summarises the Services and Deliverables to be provided hereunder, and any agreed timescales.

1.14 **Services** – "Services" comprise the advice and work product of the Consultants as described in Schedule B. The Services include, without limitation, the implementation and services detailed herein.

1.15 **Site** – "Site" shall mean the location of the Software as detailed in Schedule B.

1.16 **Software –** "Software" comprises the software supplied by CACI including but not limited to the CACI Software and Third Party Software.

1.17 **Support Services –**"Support Services" means the support and maintenance services detailed in Schedule C.

1.18 **System** – "System" means the Software and the Equipment.

1.19 **Technical Commissioning** - "Technical Commissioning" means delivery of the Software and loading of the Software onto the Equipment such that the Software can be accessed from a remote location.

1.20 **Term** – "Term" means the duration of the Agreement set out in Clause 19.1 below.

1.21 **Third Party Software –** "Third Party Software" means the software in which the Intellectual Property Rights are owned by third parties.

1.22 **Web Support System** – "Web Support System" means CACI's web-based support logging system, currently accessed at https://essupport.caci.co.uk.

2 Personnel

CACI will select appropriate Consultants to provide the Services and should any such Consultant cease for any reason to be available, CACI will supply a similarly experienced replacement as soon as reasonably practicable. CACI may withdraw its Consultants for training and vacation as necessary, but it will use all reasonable endeavours to agree any such withdrawal with the Client in advance and, where appropriate, to provide a replacement. CACI may subcontract some or all of the Services to qualified subcontractors (also referred to as "Consultants" in this Agreement).

3 Performance and Delays

3.1 Where CACI has indicated the time and/or resources required for a delivery of the Deliverables including any outline programme of work in the PCD, CACI will use its reasonable endeavours to meet the any agreed milestones set out in the PCD.

3.2 The resource commitment and delivery plan in line with the PCD shall apply. CACI will allocate resources to deliver the Services in line with the PCD. In the event of a delay outside of CACI's control that results in the cancellation or postponement of the said allocated resources, CACI will use reasonable endeavours to re-assign the resources to other project work. If it is not reasonably practicable to re-assign such resources CACI reserves the right to invoice the Client for any cancelled/postponed days in whole or part (the said invoice for the cancelled/postponed days shall be in addition to any charges due for the delivery of the Services). The Client agrees to pay such invoices within thirty (30) days of the invoice date. Any other material changes to the PCD shall require the parties to agree to a Change Control in accordance with the procedure in Schedule D.

3.3 Notwithstanding the above, in order for the Services to be successfully delivered both parties accept that a high level of co-operation and good faith between the parties is required. Both parties shall be under an obligation to act reasonably, in good faith and in a reasonably timely matter (including in responding to the other party) at all times in relation to the Services and in particular when items need to be agreed between the parties in order the make further progress. The parties acknowledge that a delay in reaching agreement on various items contemplated by this Agreement is likely to cause consequential delay to the agreed delivery dates.

4 Facilities

The Client and CACI will work together to ensure that sufficient and suitable facilities are available to meet the PCD. The Client shall provide suitable personnel, facilities, office accommodation, administration, support and services. If CACI is delayed or precluded from starting or continuing to work due to the non-availability the Clients personnel, facilities and/or services or any specific facilities and/or services stipulated in Schedule B, CACI reserves the right to charge for any period of delay**.**

5 Contractual Relationship

CACI furnishes its Services as an independent contractor and nothing shall create any association, partnership, joint venture, employer-employee, or agent-principal relationship.

6 Fees and Expenses

6.1 The Client agrees to pay to CACI:

6.1.1 The Licence Fee 50% upon receipt of order 50 % upon the date of Technical Commissioning; and

6.1.2 Annual Support Fees in respect of Third Party Software upon the date of Technical Commissioning. Annual Support Fees in respect of CACI Software upon the date thirty (30) days following commencement of User Acceptance Tests (as defined in Clause 10.2 below) or upon the date that the Software is loaded into the live environment, whichever is the soonest and thereafter on the first and each subsequent anniversary of the date

of Technical Commissioning during the Term of the Agreement. For the second and each succeeding year of the Term of the Agreement the Annual Support Fee may be increased by no more than the percentage increase in the RPI published by the Office of National Statistics or any successor Ministry or Department for the calendar month preceding the relevant anniversary date of this Agreement. The Annual Support Fees include the cost of any new release of the CACI Software excluding labour to deliver same, together with the cost of the Support Services. Notwithstanding the foregoing, the Client acknowledges that CACI may be required to increase its Annual Support Fees due to circumstances beyond its reasonable control. CACI may apply such increases to the Annual Support Fees provided always: (i) such increases are limited to once during each year of the Agreement; and (ii) CACI provides prior written notice to the Client of such increases, explaining the reasons for increase.

6.1.3 The fees for the Services monthly in arrears at the daily rates set out in Schedule B. Unless otherwise agreed, these fees are based on a seven (7) hour day worked by one Consultant between the hours of 9.30am and 5.30pm Monday to Friday excluding Bank and Public Holidays. Any additional hours may be charged extra.

6.2 The parties agree that in the event CACI provides any updates and/or maintenance releases to the Software which, in CACI's reasonable opinion, contain such significant differences from the previous version as to be generally accepted in the marketplace as constituting a new product, CACI may charge the Client for additional licences to be taken out for the Software.

6.3 Expenses – Unless otherwise agreed in Schedule B, all charges are exclusive of expenses. All reasonably necessary expenses including subsistence and travel expenses incurred by CACI in the performance of its obligations hereunder will be charged to the Client. Petrol costs shall be charged at the rate defined by HMRC from time to time.

6.4 VAT– All fees and expenses are specified exclusive of Value Added Tax which will be added to invoices at the appropriate rate.

6.5 Invoicing – Fees detailed in Schedule B and associated expenses shall be invoiced and due in accordance with the payment provisions of the Schedule B. Invoices are due payable net within thirty (30) days from date of invoice. CACI may charge interest on amounts overdue from the due date until payment both before and after judgement at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time. CACI reserves the right to stop work in the event of non-payment. If the Client is committed to making a number of payments hereunder, and the Client defaults on any one payment, then all payments still to be made at the date of default shall immediately fall due and owing to CACI at that date.

7 Licence Grant

7.1 In consideration of the payment of the Licence Fee by the Client in accordance with the payment terms set out in Schedule B, the Client shall be entitled to a non-exclusive, non-transferable and non-sub licensable licence to use, for its own internal functions, any Deliverable, including but without limitation, the Documentation and the Software specially developed by CACI pursuant to this Agreement, for the Term of this Agreement. However, the Intellectual Property Rights of whatever nature in any Deliverable and in any modifications and copies thereof, shall not become the property of the Client, but shall vest in CACI and/or its third party suppliers except as provided for in Clause 7.2 below.

7.2 All Intellectual Property Rights in the Data, as well as the derived data produced during the provision the Services from the Data, shall belong to and remain vested in the Client.

7.3 Nothing in this Agreement shall be construed to restrain CACI, its employees, agents or subcontractors in the use of the techniques and skills of computer programming and design or in the use of any ideas, concepts, information, or know-how relating to methods or processes of general application which may be acquired in the course of performing this Agreement, or as providing the Client with any rights in any computer programs of CACI or its licensors in which any programs developed hereunder for the Client may be written.

7.4 Where Third Party Software is included as part of the Deliverables, CACI will procure the necessary licences to enable the Client to use the same. Third Party Software will be supplied subject to the applicable third party's licence terms. For the avoidance of doubt, in relation to Software incorporating the Oracle embedded licence, the Oracle product will be a Third Party Software and the Client agrees to comply with the additional restrictions set out at Schedule E in respect of the same.

7.5 The Client may make one copy of any Deliverable for disaster recovery purposes, another copy for the Client's internal testing, training and development use and a reasonable number of backup copies exclusively for inactive archival purposes only. Except as set forth hereinabove, the Client shall not reproduce the Software, in whole or in part. All titles, trademark symbols, copyright symbols and legends and other proprietary markings incorporated in, marked on, or affixed to any Software must be reproduced by the Client on every copy of all or any part of the Software and shall not be altered, removed or obliterated.

7.6 The Client shall not modify the Software. The Client will not reverse engineer, disassemble or decompile the Software except and in so far as is necessary to achieve inter-operability with another independently created computer program and provided that CACI was asked in writing to provide the information necessary to achieve the interoperability of an independently created computer program with the Software and failed to do so within a reasonable period of time.

7.7 During the Term of the Agreement and for a period of seven (7) years following the expiry of the Agreement, the Client shall allow CACI, and any of its auditors, access to the Client's premises (including access to any of the Client's relevant IT systems and equipment) and Client's personnel in order to enable CACI to undertake verifications that the Client is using the Software provided by CACI to the Client under this Agreement (i) subject to the terms and restrictions set out in the Agreement and (ii) in accordance with the licence terms relating to how the IPR is complied with by the Client. To enable CACI to carry out such verifications the Client will also provide CACI with copies of all relevant records, documentation and software as requested by CACI.

8 Services

During the Term of this Agreement and in consideration of payment of the Fees, CACI shall provide the implementation, training and consultancy Services to the Client as more particularly described in Schedule B and the Support Services detailed in Schedule C, subjects always to the provisos and limitations detailed therein.

9 Confidential Information

The receiving party agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as confidential; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession.

10 Acceptance

10.1 Any CACI proposal or quotation not previously accepted by the Client or withdrawn by CACI shall automatically lapse thirty (30) days after its date of issue, unless extended by CACI in writing. The Client shall be deemed to have accepted CACI's proposal or quotation if it permits or agrees to a CACI Consultant commencing work.

10.2 If the Client requires formal objective acceptance tests ("**User Acceptance Tests**"), they will be agreed as part of the PCD and carried out jointly by CACI and the Client within thirty (30) working days after the date on which CACI hands the Deliverables to the Client for customer testing purposes ("**Acceptance Period**"). If no claim is made within this Acceptance Period, the Client shall be deemed to have accepted the Deliverables on the date immediately following the end of this Acceptance Period.

10.3 If no formal objective acceptance tests are agreed as part of the Detailed Implementation Plan, the Deliverables shall be deemed to have been duly delivered thirty (30) days after CACI advises the Client in writing that it regards the Deliverables as having been duly delivered, unless a written claim to the contrary is received by CACI within this thirty (30) day period. In the absence of any prior written notification to the Client the Deliverables and Services have been completed the final invoice in respect of the said work shall constitute CACI's notice to the Client that the Deliverables and Services have been provided in accordance with the terms of this Agreement.

10.4 If the Client puts the Deliverables or any part into live use, the Client shall be deemed to have accepted the Deliverables or that part of those Deliverables.

11 Warranties and Liabilities

11.1 Except as herein provided, CACI gives no warranty, express or implied that the Deliverables will be supplied by a stipulated date or as to the suitability for any particular purpose of any of the Services and Deliverables to be provided by CACI.

11.2 CACI does warrant that:

11.2.1 It will use all reasonable endeavours to provide the Services, including any Deliverables, within the Outline and Detailed Implementation Plans agreed between the parties;

11.2.2 The Services will be performed by appropriately experienced, qualified and trained personnel with all reasonable skill, care and diligence;

11.2.3 CACI will discharge its obligations with all reasonable skill, care and diligence including but not limited to good industry practice.

11.3 Notwithstanding any other term in this Agreement, the Client acknowledges and agrees that:

11.3.1 there will be no updates to the Third Party Software;

11.3.2 the Third Party Software is provided to the Client "as is" and without any warranty as to its accuracy or otherwise; and

11.3.3 CACI shall not be liable to the Client in relation to the Third Party Software.

11.4 CACI does not warrant that any Software or Documentation supplied is free from error. All other express or implied warranties, save for the warranties set out in this Clause 11 are hereby excluded to the fullest extent permitted by law.

11.5 Each party warrants that it has the right to provide any Software, Services or documents it supplies under this Agreement.

11.6 The following provisions set out CACI's entire liability (including any liability for the acts and omissions of its respective employees, agents or sub-contractors) in respect of:

11.6.1 Any breach of its contractual obligations under this Agreement; and

11.6.2 Any representations, statement or tortious act or omission, including negligence, arising under or in connection with this Agreement.

11.7 Any act or omission on the part of CACI or its employees, agents or sub-contractors, falling within sub-Clause 11.6 above or otherwise arising under this Agreement shall, for the purposes of this Clause 11, be known as an "Event of Default".

11.8 CACI will accept unlimited liability for:

11.8.1 Death or personal injury caused by its proven negligence; and

11.8.2 Fraud committed by CACI.

11.9 Except in the case of any liability on the part of CACI referred to in Clause 11.8 above, CACI's aggregate liability for all Events of Default shall not exceed 125% of the fees paid by the Client pursuant to the Schedule B giving rise to the Event of Default in any one (1) year.

11.10 Subject to Clause 11.8 above, CACI shall not be liable for loss of profits, loss of revenues, loss of anticipated profit, loss of goodwill, loss of use, loss of data,-ex-gratia payments, or any type of special, indirect or consequential loss.

11.11 CACI shall not be liable to the Client for any loss arising out of any failure by the Client to keep full and up-to-date security/back-up copies of the Deliverables in accordance with best computing practice.

11.12 The limitations of liability in the Agreement have been considered by both parties in the light of availability of insurance and both parties agree that they are fair and reasonable.

12 Intellectual Property Rights Indemnity

12.1 CACI shall indemnify the Client against all damages awarded against the Client and against direct costs, charges and expenses (but excluding any consequential damages, special damages or loss of profit) incurred by the Client arising from or incurred by reason of any infringement or alleged infringement of copyright in the United Kingdom in consequence of the authorised use or possession of the CACI Software supplied by CACI under licence, subject to the following:

12.2 The Client shall promptly notify CACI in writing of any alleged infringement of which it has notice; and

12.3 The Client must make no admissions without CACI's prior written consent and do nothing which may prejudice CACI's defence of such claim; and

12.4 The Client, at CACI's request and expense, shall allow CACI to conduct any negotiations or litigation and/or settle any claim. The Client shall give CACI all reasonable assistance. The reasonable costs incurred or recovered in such negotiations or settled claim shall be for CACI's account.

12.5 If at any time an allegation of infringement of copyright is made in respect of CACI Software, or if in the reasonable opinion of CACI such allegations are likely to be made, CACI may at its own expense and its sole discretion (i) modify or replace the CACI Software so as to avoid the infringement, without detracting from the overall performance so that materially the same standard as that claimed for the CACI Software is achieved, CACI making good to the Client any loss of use during modification or replacement, or (ii) if such modification or replacement is not commercially feasible, refund to the Client an amount equal to a three year straight line depreciation of the charges paid for the CACI Software.

12.6 CACI shall have no obligations under this Clause 12 with respect to any allegation of infringement of intellectual property rights with respect to the Software to the extent it is based upon (i) the combination, operation or use of the Software with software, hardware or other materials other than as specified by CACI; (ii) use of technology, technological information, designs, plans or specifications furnished by the Client; or (iii) use of the Software for a purpose other than that for which it was designed or contemplated as evidenced by the written documentation agreed between the parties. This Clause 12 states the entire liability of CACI with respect to the infringement of the intellectual property rights of third parties.

13 CACI's Personnel

The Client reserves the right to refuse to admit to any of its premises any person employed or engaged by CACI, or by a sub-contractor, whose admission would be, in the opinion of the Client, undesirable.

14 Security

14.1 CACI shall comply with the Client's health, safety and security procedures, communicated to it from time to time. CACI will implement and maintain such security standards and procedures to comply with the Client's security procedures insofar as they apply to the provision of services by CACI.

14.2 Where changes to the Client's security procedures result in a material change in CACI's costs in complying with the modified security procedures, they shall be dealt with in accordance with the Change Control Procedures set out in Schedule D.

15 Data Protection

15.1 Each party will comply with its obligations set out in Schedule G to this Agreement. Defined terms in this Clause 15 shall have the same meaning as set out in this Schedule G.

15.2 The parties agree that for the purposes of this Agreement CACI is the "Processor" and the Client is the "Controller."

15.3 Where the Client discloses Personal Data to CACI under this Agreement, the Client warrants that it has obtained all the necessary consents from all of the individuals that said Personal Data relates to and/or is otherwise lawfully permitted to disclose such Personal Data to CACI for processing pursuant to this Agreement.

15.4 The Client acknowledges that CACI is reliant on the Client for direction as to the extent to which CACI is entitled to use and process any Personal Data that is disclosed to it by the Client. Consequently, CACI will not be liable for any claim brought by a Data Subject arising from any action or omission by CACI, to the extent that such action or omission results from the Client's instructions.

16 Force Majeure

Neither party shall be responsible or liable for any damage, delay or failure in the performance of this Agreement (except failure to pay any sums due and payable at the time of the event giving rise to the Force Majeure) caused by strike, fire, storm, flood, explosion, power failure, war, riot, act of government or of any cause beyond its reasonable control.

17 Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement

18 Employment of Personnel

For the duration of this Agreement and a period of twelve (12) months thereafter, if the Client should, without the specific written approval of CACI, employ, whether as employee, agent, or consultant any Relevant Employee of CACI, the Client shall pay to CACI an amount equal to the fees for that employee for a period of 120 days at the most recent fee rate under which that employee performed work for the Client. For this purpose a "Relevant Employee" of CACI means any individual employed by or who acted as Consultant for CACI and who during the 12 month period prior to any such employment by the Client performed any work carried out by CACI for the Client. The provisions of this Clause shall, for the avoidance of doubt, not apply to the recruitment of a Relevant Employee who responds to a bona fide public advertisement for a vacancy.

19 Term and Termination

19.1 This Agreement shall commence on the Commencement Date and continue, unless terminated earlier in accordance with the terms set down below, until terminated by either party giving not less than six (6) months' notice in writing to the other, such notice period to expire on the [fifth] anniversary or any subsequent anniversary of the Commencement Date (the "**Term**").

19.2 Without prejudice to its rights either party may give notice to terminate this Agreement forthwith if any payment from the other is overdue, or if the other party is in material breach of any of its obligations, which if remediable has not been remedied within thirty (30) days of receipt of written notice of the breach, or shall become insolvent, have a receiver, manager or administrator appointed of the whole or any part of its assets or business, or make any arrangement or composition with its creditors or if any petition is presented which is not discharged within fourteen (14) days or resolution passed for its winding-up other than for the purpose of reconstruction or amalgamation.

19.3 CACI may terminate the Support Services by giving not less than six (6) months' written notice in the event that CACI determines (acting reasonably) that the CACI Software is at the "end-of-life" and that is no longer commercially and/or technically viable for CACI to provide the Support Services.

19.4 The parties' rights and obligations under Clauses 1, 7, 9, 11, 18 and 27 shall survive termination of this Agreement. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it nor shall termination relieve the Client of its obligations to pay all charges that accrued prior to such termination.

19.5 CACI shall provide the Client with any reasonable assistance extracting and/ or recovering Data at the end of the Term of this Agreement. However, any such assistance will be subject to additional charges as set out in Schedule B which the Client agrees to promptly pay.

20. Freedom of Information (FOIA)

20.1 CACI acknowledges that the Client may be subject to the requirements of the FOIA and shall assist and cooperate with the Client to enable the Client to comply with its Information disclosure obligations.

20.2 CACI shall and shall procure that any sub-contractors shall transfer to the Client all Requests for Information that CACI receives as soon as practicable and in any event within 2 (two) Working Days of receiving a Request for Information;

(a) provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within 5 (five) Working Days (or such other period as the Client may specify) of the Client requests; and

(b) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA.

20.3 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information identified by CACI is commercially sensitive information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA.

20.4 In no event shall CACI respond directly to a Request for Information unless expressly authorised to do so by the Client.

20.5 CACI acknowledges that (notwithstanding the provisions of Clause 20) the Client may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA to disclose information concerning CACI or the Service sin certain circumstances:

(a) without consulting CACI; or

(b) following consultation with CACI and having taken their views into account;

provided always that where Clause 20.5(a) applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give CACI advanced notice, or failing that, to draw the disclosure to our attention after any such disclosure.

20.6 CACI shall ensure that all Information is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

20.7 Subject to the Client complying with its obligations under this Clause 20, the Client shall not be liable for loss, damage, harm or other detriment suffered by CACI or any sub-contractor arising from the disclosure of any Information, whether or not such Information is Confidential Information, falling within the scope of the FOIA or other relevant legislation.

20.8 CACI shall ensure that the terms of any sub-contract which CACI enters into with a sub-contractor replicate the provisions of this Clause 20 such that the Client have the same rights against a sub-contractor as the Client does against CACI under this Clause 20.

20.9 The provisions of this Clause 20 shall apply during the Term of the Agreement and indefinitely after its expiry or termination.

21. Prevention of Corruption and Fraud

21.1 CACI shall not offer or give, or agree to give, to the Client, or any other public body or any person employed by or on behalf of the Client or any other public body 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 Client or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract.

21.2 CACI shall not commit any offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

21.3 CACI warrant that CACI has not paid commission or agreed to pay commission to the Client or any other public body or any person employed by or on behalf of the Client, or any other public body in connection with the Agreement.

21.4 If CACI, its Personnel or anyone acting on its behalf, (with or without its knowledge) engage in conduct prohibited by Clauses 21.1, 21.2 or 21.3, the Client may:

(a) terminate the Agreement and recover from CACI the amount of any direct loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Agreement term; or

(b) recover in full from CACI any other direct loss sustained by the Client in consequence of any breach of those Clauses.

21.5 CACI shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its Personnel and CACI (including our shareholders, members, directors) in connection with the receipt of monies from the Client.

21.6 CACI shall notify the Client immediately if CACI has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

22 **Third Party Rights –** The provisions of the Contracts (Right of Third Parties) Act 1999 are hereby expressly excluded and no third party may make any claim under the terms of this Agreement.

23 **Purchase Orders/Invoices –** In the event of the Client issuing a purchase order or CACI issuing an invoice or either party issuing a memorandum or instrument covering this Agreement, it is specifically agreed that such purchase order or invoice, memorandum or instrument is for the issuing party's internal purposes only and any or all terms and conditions therein whether printed or written shall have no force or effect.

24 **Publicity –** CACI shall not, without the prior written consent of the Client (such consent not to be unreasonably withheld, delayed or conditioned), advertise, or publicly announce that it is providing services to the Client.

25 **Assignment –** Neither party may assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, CACI may assign its obligations to another company within the CACI group of companies subject to giving notice of such assignment to the Client.

26 **Entire Agreement–**These conditions supersede any previous understandings, proposals, purchase orders, correspondence, undertakings or other communications, whether written or oral, between the parties relating to the subject matter of this Agreement and constitute the entire understanding between CACI and the Client on all matters contained or referred to herein. However, this provision shall not operate to limit or exclude any liability for fraud. No additional term or variation shall be valid unless in writing signed by each party's authorised representatives. Any terms and conditions in the Client's purchase order are explicitly excluded from this Agreement. In the event of there being any inconsistency between this Schedule A and Schedules B, C, D, the terms of Schedule A shall take precedence.

27 **Law and Interpretation –** These conditions shall be governed and construed in accordance with English Law and both parties accept the exclusive jurisdiction of the English Courts. Headings of conditions shall be disregarded and should any provision be held unenforceable or contrary to law, the remaining provisions shall remain in full force and effect.

28 **Notices –** Any notice to be given under the Agreement shall be in writing, faxed to, delivered at or posted to the other party's address or fax number as set out in the Agreement or such other address or fax number as either party may designate by notice to the other. Notice sent by post shall be deemed to be delivered three (3) working days after posting.

29 **General –** Headings of Clauses herein are for ease of reference only, and shall be disregarded for the purpose of interpretation of this Agreement.

Schedule A
Terms and Conditions

Schedule B
Software, Services and Fees

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1. Software and Deliverables

2. Fees:

Licence Fee

Annual Support Fees

[DN:INSERT DETAILS OF ANNUAL SUPPORT FEES]

3. Additional Licences

Additional user licences and functionality can be purchased and added to this agreement at any time during the contract period.

4. Consultancy Rates for Additional Services or Time and Materials Services:

Consultant (by type)	Daily Fee Rates (excluding VAT)
1. ***[DN: TO BE POPULATED]***	
2. ***[DN: TO BE POPULATED]***	

These rates are subject to change upon thirty days prior written notice from CACI.

5. Expenses:

Expenses will be charged to the Client in accordance with Clause 6.3 of the Agreement.

Schedule C
Support Services

1 Services

1.1 Subject to the Client agreeing to personnel being fully trained in the use of the Software and to having nominated people attending the training courses recommended by CACI and subject to the Client complying with its duties and obligations under this Agreement and in particular as to payment of the Fees and other payments due to CACI shall with effect from the date of live operational use of the Software and for the duration of this Agreement, provide the following Services:

1.2 Upon request by the Client, the diagnosis and rectification of faults in the Software (remotely or by attendance on site, or otherwise, as deemed appropriate by CACI) by the issue of fixes in respect of the Software and the making of all necessary consequential amendments (if any) to the Documentation provided that such fault or other defect in the Software prevents it from processing data on the Equipment in accordance with the specification (such support to be free of charge).

1.3 Minor enhancements to the Software necessary to meet the requirements of future and generic changes in legislation will be included as part of the Services. Legislative changes resulting in a substantial change or industry specific will be subject to negotiation between the parties hereto and are not included in the Services.

1.4 CACI hereby agrees that the Support Services shall be provided by:

1.5 Help desk facilities between 0900 and 1730 hours Monday to Friday (excluding Public Holidays), to provide assistance to aid with operations, correct errors capable of being so done, or to log errors. Such facility shall only be available to the nominated people who have been fully trained as recommended by CACI.

1.6 Correction of critical errors or assistance to overcome problems. CACI may correct errors by 'patch' or by new version giving due regard to the impact on the business of the Client.

1.7 The Client agrees to provide a remote access connection to allow CACI to remotely access the Software for the purposes of implementation, analysis and remedy. Any other method must be agreed in writing between CACI and the Client and may be subject to additional charges payable by the Client. The Client further acknowledges and accepts that in order for CACI to provide secure enhancements and/or updates to the Software, the server on which the Software is hosted must have access to https://cacixfer.caci.co.uk. In the event the remote access connection provided is, in CACI's reasonable opinion, not acceptable for use, CACI reserves the right to suspend Support Services and place projects on hold and charge the Client accordingly for delays in the rectification of the remote access connection, such charges to be applied in accordance with Clause 3.2 of Schedule A.

2. Support Limitation

2.1 The Support Services shall not include the diagnosis and rectification of any fault resulting from:

2.1.1 The improper use, operation or neglect of either the Software or the Equipment.

2.1.2 The modification of the Software or their merger (in whole or in part) with any other software, except where such merger or other linkage is defined in the Client's specification and this has been agreed with CACI in writing.

2.1.3 The failure by the Client to implement reasonable recommendations previously advised by CACI in respect of or solutions to faults. Any such recommendations shall be made, taking due consideration of cost to the Client.

2.1.4 Any repair, adjustment, alteration or modification of the Software by any person other than CACI without CACI's prior written consent.

2.1.5 The use of the Software for a purpose for which they were not designed (including but without limitation a use which varies from that detailed in the Documentation).

2.1.6 Data corruption caused by any reason other than the failure of the Software to operate in accordance with the agreed specification.

2.1.7 Requests by the Client for Data amendments, deletions, insertions or changes in any way.

2.1.8 Failure by the Client to take back-ups of Data and programmes on a daily basis.

2.1.9 Modifications by the Client to the Equipment or set up thereof.

2.1.10 Where the Client requests or CACI recommends that archiving of Data is required.

2.2 The Client acknowledges and accepts that CACI cannot guarantee Support Services for Software that is two versions or more older than the current release.

2.3 CACI shall be entitled to levy additional charges if Support Services are provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Client's request to have been unnecessary and in diagnosing or rectifying any matter described in Clauses 2.1.1 to 2.1.10.

2.4 CACI shall levy additional charges in relation to Support Services provided to the Client which shall be levied by CACI monthly in arrears and shall be payable by the Client (together with Value Added Tax thereon) within thirty (30) days of receipt of an invoice.

2.5 For the purposes of this Clause, CACI shall have received a request from the Client if the Client shall have supplied to CACI a detailed description of any fault requiring Services and the circumstances in which it arose. Such details to be given forthwith upon the Client becoming aware of the same and in accordance with the support call procedures issued by CACI and varied from time to time.

2.6 Notwithstanding any other term in this Agreement, the Client acknowledges and agrees that only the most recent version of the Software will be supported. CACI shall notify the Client as soon as is reasonably practicable any versions of the Software it will no longer support.

3. Client Obligations

3.1 During the continuance of this Agreement the Client shall:

3.1.1 Provide and maintain a fully operative internal Service Desk facility. CACI will only respond to calls received from the Client's named representatives;

3.1.2 Allow CACI such access to the Software and any other equipment, machinery, communication facilities and features in so far as they are able to by law as may reasonably be necessary at no charge to CACI in order to perform the Services and its obligations hereunder;

3.1.3 Arrange for a technically qualified member of the Client's staff to be available on the Client's premises during the time CACI performs any Support Services;

3.1.4 Where the Software is hosted by the Client, maintain the Software on the Client's computer at any revision levels prescribed by CACI from time to time;

3.1.5 Ensure that any revisions and/or updates supplied by CACI to the Client under this Agreement are installed on the Client's system within ninety (90) days of delivery in accordance with a timetable to be agreed with the Client;

3.1.6 Where the Software is hosted by the Client, maintain a current back up copy of all programs (including the Software) and Data used on the Client's system;

3.1.7 Ensure that the Software is used in a proper manner by competent and adequately trained employees only;

3.1.8 Not alter or modify the Software or the Documentation in any way other than with CACI's written approval;

3.1.9 Not use the Documentation in any other format except as provided by CACI; and

3.1.10 Use the Documentation for internal purposes only and in any event only for the purposes of this Agreement. The Client further agrees not to misuse the Documentation (and for the purposes of this Agreement, "misuse" includes, without limitation, disclosing the Documentation to third parties not agreed by CACI, or publishing and/or reproducing the Documentation in the public domain).

4. CACI Service Desk Facility Description

4.1 The Service Desk will provide the service described below between the hours set out in Clause 1.5 above. CACI will maintain a telephone line Web Support System and resources to receive and handle Client incidents. CACI and the Client will agree a shortlist of individuals from whom CACI will receive calls.

4.2 CACI will establish appropriate communications links and operating procedures with the Client. Access to this will be organised by the Client via a VPN facility or other appropriate link as detailed in Clause 1.7 above. These links and procedures will be thoroughly tested by both parties during the transition period to ensure smooth operation from the commencement of the Services. The equipment costs associated with establishing and operating all the communications links will be met by the Client.

4.3 The Service Desk will only accept requests for support from the Client via the Web Support System (except in the case of a Showstopper (P0) where, after the request is logged, the Client undertakes to contact the CACI Service Desk by telephone to confirm the status of the logged call). The Client is responsible for systems administration and database administration.

4.4 The Service Desk will arrange for appropriate expert advice to be given to the Client on issues relating to the Software consistent with the timescales and practices specified in the next section. If the fault is in the Third Party Software, CACI will immediately refer the issue to the appropriate supplier for resolution.

4.5 The Service Desk will allocate each incident, in consultation with the Client, a call priority level having consulted if appropriate with the Third Party supplier. If the status subsequently changes from that originally given by the Service Desk, the Client will be informed of the new schedule.

4.6 All Service Desk incidents will be recorded and allocated a unique reference number which will be given to the Client at the time of raising the incident. This reference number will be used to identify the incident through all stages to completion and subsequent reporting. It will be quoted on all verbal and written communication relating to an incident.

4.7 Following the logging and recording of an incident CACI will take “ownership” of each incident and responsibility for the problem management process until successful recovery/resolution of the incident. This will include the following activities:

- Re-assigning problems which cannot be resolved by the Service Desk to the appropriate CACI area or Third Party Software supplier.
- Monitoring and chasing progress on all outstanding problems assigned to other responsible areas.
- Searching the problem database at regular intervals and then taking appropriate action.
- Following agreed escalation procedures.
- Closing all incidents with the Client.

4.8 The Service Desk will maintain a complete and accurate record of each incident. CACI will use all reasonable efforts to ensure the completeness of all records and actions associated with each incident reported. Records of all reported incidents will be maintained within the Web Support System.

4.9 The Client will agree with CACI how to report incidents and what information will be provided when logging a request for support to the CACI Service Desk. The Client will document and distribute guidelines to the users. The information to be supplied by the Client to the CACI Service Desk will include (as a minimum):

- User’s name
- User’s telephone number
- Item identification number
- Detailed analysis of incident, including triaging notes e.g. what is happening, what is expected to happen, confirmation of same issue in Client ‘test’ environment including screen shot, recordings where appropriate and full completion of the support template.
- CACI call reference number (if referring to a current or past incident).

4.10 Incidents which require the support of the Third Party suppliers will be reported by CACI to the appropriate Third Party supplier. CACI will maintain a record of each incident and the follow-on communication with Third Party suppliers.

4.11 If either the Client or CACI's Service Desk are in any doubt as to the authority of a caller then they will endeavour to validate that authority by one or more of the following methods:

- Dialling back
- Cross check with the Service Control Team or Application Owners
- Questioning
- Transfer to supervisor/manager for validation
- Visit and ID confirmation (if practical)

4.12 CACI will always ensure that the Client is informed when the incident on the Service Desk is being closed and it shall only be closed once the fix has been tested and approved by the Client, or when the fix is incorporated into a Release which has been supplied to the Client (if the fault persists the Client can request the call to be re-opened).

4.13 Incoming calls from the Client which by-pass the Service Desk fall outside the scope of this Agreement unless such by-pass is due to the fault of CACI, save and except for follow-up calls to a particular technician and diverted calls when the Service Desk is engaged or unmanned.

5. Definitions:

Showstopper (P 0)

A core Application Service Failure of the Client's 'Live' environment which, in the reasonable opinion of the Client, constitutes a loss of the Service and which prevents all End Users from working and has no workaround.

Non- exhaustive examples:

This is normally the situation following a serious hardware fault but can be the result of a major software problem or severe data corruption caused by the core Application.

Please note that in the event of a Showstopper CACI require a phone call immediately after a new support case has been logged. Response times will not be recorded until this phone call is received.

Priority 1 (N)

A 'nominated' Priority 1 call where a low/normal priority issue has been escalated by request by the Client. These calls take a slightly higher priority than P1.

Priority 1

A core Application Service Failure which has a major (but not critical) adverse impact on the activities of the Client's End Users and no work around is available.

Non-exhaustive examples:

Corruption of organisational database tables caused by the core Application;
Loss of ability to update Client's Data caused by the core Application.

Priority 2

A core Application Service Failure which, in the reasonable opinion of the Client, has the potential to:

have a major adverse impact on the activities of the Client which can be reduced to a moderate adverse impact due to the availability of a work around;
have a moderate adverse impact on the activities of the Client.

Non-exhaustive examples:

Inability to input data or to access reporting services, caused by the core Application.

Priority 3

A core Application Service Failure which, in the reasonable opinion of the Client has the potential to have a minor adverse impact on the provision of the Service to End Users. Or;

A core Application Service Failure comprising a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the information being displayed.

Non-exhaustive examples:

Spelling error;
Misalignment of data on screen display.

6. CACI Service Desk Service Delivery and Performance

The CACI Service Desk will be the point of measurement of the Services.

7. Service Hours

A fully managed Service Desk will be available during the following hours (excluding Bank and Public holidays) ("Service Hours" or "Working Day"):

Mon-Fri 9.00am to 5.30pm

For all the hours outside the Service Hours an e-mail and Web Support Logging System service will be available to record messages to the Service Desk.

8. Estimated Response Targets

With regard to the initial call from the Client, the CACI Service Desk will offer informed advice for up to 15 minutes relating to the application.

The Service Desk Response Times are on an individual support case basis, measured from the logged date/time of the primary inbound communication from the Client, to the recorded date/time of the primary outbound response communication from CACI. In the case of Priority Level 0 incidents, it is agreed that the Client must telephone the CACI Service Desk and the Target Response Time shall commence from the end of the telephone call.

The following estimated target Service Desk Response Times will apply: Please note that these Target Fix times do NOT apply to requests for Information (INFO calls) or calls classified as Research and Development (RAND calls).

Priority Level	**Target Response (Core Hours)**	**Target Fix Time**
Priority 0	30 minutes	24 hours
Priority 1	4 hours	Future Release or Service Pack date
Priority 2	48 hours	Future Release or Service Pack date
Priority 3	30 days	Future Release or Service Pack date

Notes:

The following definitions apply:

Release: A baseline software release incorporating major functional changes

Service Pack: A software release incorporating enhancements and fixes to customer issues. Should the Client not be on a current release such that it renders it difficult for CACI to resolve issues which have been addressed in a later release, CACI reserve the right to only resolve such issues by provision of a release and the labour to deliver same will be chargeable.

In advance of a Service Pack or full Release, CACI will notify the Client of its planned release date and provisional contents. On the release date, CACI will notify the Client that the Release/Service Pack is available and confirm its contents. At the client's discretion, the Release/Service Pack can be loaded to the Client's TEST environment on a date agreed with CACI. Subject to completion of User Acceptance Testing, the Release/Service Pack can be loaded to the Client's LIVE environment on a date agreed with CACI.

A Service Pack includes all previous Service Packs. A Release includes all previous Releases. All changes in a Release or Service Pack must be taken. Once notification of a new Release or Service Pack has been circulated, it is not possible to take earlier Service Packs.

P1: Before a call is designated a P1 both parties should agree it is as such. Where a P1 resolution is included in the next service pack, but the service pack delivery date is considered to be not appropriate, the Customer Care team will investigate if it is possible/practical to load the change in advance of the next service pack.

If it is technically possible to do so, the impact on the business must be clearly stated on the support call by the Client and the case will be escalated to the Product Release Department for assessment. The Product Release Department will review the request to confirm if it is possible for the software to be made available to the Client early.

If the Product Release Department agree that this can be provided in advance of the service pack, the case is escalated to P0 and the resolution will be provided at an agreed time.

In this scenario, CACI still expects the software to be thoroughly tested in the Client TEST environment before signing off for loading to LIVE.

9. Exclusions

If CACI determines that the cause of a reported incident is a problem with the Client's original interfaces, these target fix times will not apply. If it is agreed that CACI replaces any interface at separate cost and subject to separate agreement, then future calls to the Service Desk relating to a replacement interface will be subject to the target fix time.

All additional support work would be provided in addition to the Services subject to CACI's chargeable work procedures, set out below.

The Client acknowledges and agrees that on older versions of the Software CACI may not be able to add additional functionality in accordance with the terms of this Agreement. Accordingly, the Client accepts that CACI:

(a) may be able to add functionality on a version of the Software that is one version old; and

(b) will use its reasonable endeavours to add functionality on a version of the Software that is two versions old; and

(c) will be under no obligation to add functionality on a version of the Software that is three or more versions old.

10. CACI Service Desk Chargeable Work Procedures

10.1 Introduction

This section describes the procedure that will be used by CACI's Service Desk personnel when dealing with a Client request which does not appear to fall within the support afforded by this Agreement. Such a call will be chargeable and will be subject to the following procedure.

Its objective is to ensure that the Clients and CACI Service Desk personnel are familiar with both the details of the procedure and their individual obligations when it is used.

10.2 The Procedure

This section details the various steps involved in the procedure. Basically, the administration of a chargeable call involves the following stages:-

The initial classification of a call as chargeable.
Agreeing the course of action with the Client concerned.
Monitoring the activity on the call.
Bringing the call to a satisfactory conclusion and presenting costs incurred.

The following sections deal with each of these steps in turn.

10.3 Identifying that a Call is Chargeable

During the life cycle of any call, the Service Desk person responsible for it will attempt to make a decision on the most likely cause of the problem based upon the evidence available. Broadly speaking, the cause will either be within the area covered by the Support Agreement or external to it. If the cause appears to be external, (e.g. problems with the operating system, hardware, user error or misuse, or any network required to operate the system or related Device), the call will be dealt with on a chargeable basis. In relation to Software incorporating Oracle embedded licence, the terms of Schedule F shall apply. However, the default position for all calls reported to the Service Desk will be that they shall be considered as emanating from within the areas covered by the existing Agreement until there are reasonable grounds to suspect otherwise.

CACI support work will also be chargeable where the call relates to a request by the Client to change the way in which a currently working process operates. Where the software works in a particular way to achieve a given result but the Client wishes the software to work in an alternative way to achieve the same result, this is not deemed an error in the software. Such changes are deemed by CACI to be Client requested enhancements and as such are chargeable.

10.4 Agreement with the Client Contact

As soon as it appears that a call is to be dealt with on a chargeable basis, the contact at the Client site will be informed by adding a communication to the call. Other issues to be discussed and decided upon are how the Service Desk should proceed with the call. These are:-

Whether work on the call should cease pending written authority from the Client to continue on a chargeable basis (STOP).

Or whether work on the call should continue on a chargeable basis pending written instructions from the Client to stop (GO).

In either event, the Client may nominate a cost level that they are prepared to incur. When this level is reached, the Service Desk would seek new authority from the Client to proceed.

10.5 Estimate

Having agreed a course of action with the Client, the relevant account manager will issue the Client with an estimate of cost (the "**Estimate**"). The Estimate will show (see Appendix 1):-

- The Client, date, Incident Report (call) number.
- The suspected cause of the problem.
- The time and costs so far incurred.
- Whether the call is complete or not.
- The terms that were agreed at Clause 10.4 above as to which of the STOP/GO scenarios were agreed upon, and the nominated cost level if any.
- Any new software or services required.

The next stage will depend upon the STOP/GO action agreed at Clause 10.4.

10.6 STOP - No Action Until Authorised

No further time will be expended on the call until suitable authorisation is given by the user. As soon as that authorisation is received, CACI will continue as per Clause 10.7.

If no authorisation is given, agreement will be sought with the Client to close the call and continue as per Clause 10.9.

10.7 GO - Continue with the Call

When authorisation is received or the 'GO' scenario was agreed upon at Clause 10.4, then work on the call will continue. All time spent will be recorded and the Client will be informed of progress during the normal Client contact. Costs will be monitored to see if the nominated cost level is reached, otherwise this stage will continue until the call is resolved.

As part of the work on the call, Service Desk personnel will continually reassess the evidence as to the cause of the problem. If such reassessment means that the call is not chargeable, the Client shall be informed and no costs will be incurred by the Client for this call.

10.8 Nominated Cost Level Reached

Work on the call will stop. The agreement reached at Clause 10.4 will be considered as expired, and a new verbal agreement embarked upon. This will then be documented by a second Estimate issued for the call and the loop implied by steps by Clauses 10.5 to 10.8 will be repeated.

10.9 Call Resolved

When the call has been resolved, or agreement reached with the Client to close the call, all time incurred on the call will be considered and a cost determined. An appropriate invoice will then be issued to the Client.

11. Escalation Procedure

In all matters concerning the reporting and handling of calls, the Service Desk shall act in good faith in assessing and prioritising the calls reported to them. The Service Desk will endeavour to act in a timely manner and to inform Clients of developments at appropriate times. However, should any dispute arise between the Service Desk and the Client concerning any matter regarding any call logged with the desk (including the classification of a call as chargeable), then the matter should be reported by the Client up through the current CACI management structure as follows:-

1) Customer Care Manager
2) Account Manager
3) Associate Director
4) Business Unit Director

Appendix 1

Estimate

Client: _____ Date: _____

For the attention of: **_____**

Dear _____,

CACI Service Desk Call Log Number _____

We have recently been investigating the above call. It has come to light that the cause of the problem appears to be due to:-

- ☐ RDBMS
- ☐ Operating system/ other 3rd party software
- ☐ Hardware
- ☐ Error or misuse by user
- ☐ System size adversely affecting response/throughput
- ☐ Other _____

As the root cause of the problem is external to your annual support agreement, all effort expended in investigating, identifying and resolving this call is chargeable.

The time accrued to the call so far is **_____** man hours and therefore the total amount chargeable to date is **£_____.**

- ☐ This call is now complete.
- ☐ We anticipate that further effort will be required to resolve this call
- ☐ We shall now stop work on this call until we receive your written consent to proceed on a chargeable basis.
- ☐ We shall continue to work on this call on a chargeable basis. If you do not wish us to do so, you must inform the Service Desk immediately in writing.
- ☐ As agreed, we shall seek new authority from you as soon as the costs incurred for this call exceed £_____.

Should subsequent investigation show that the root cause was not one of the above and emanated from an area that is covered by your existing support agreement, then no charges will be incurred.

Yours sincerely,

CACI Service Desk

Schedule D
Change Control Procedure

1. Principles

1.1 Where the Client or the CACI, during the Term of the Agreement, wish to implement a change or request further services or software, the Client and the Contractor may at any time request such change only in accordance with the Change Control Procedure as set out at Clause 2 below.

1.2 Neither the Client nor CACI shall unreasonably withhold or delay its agreement to any change.

1.3 Until such time as a change is made in accordance with the Change Control Procedure, CACI shall, unless otherwise agreed in writing by the authorised representatives of both parties, continue to supply the Services as if the request or recommendation had not been made.

1.4 The Client and CACI shall duly consider any proposed change in accordance with the Change Control Procedure specified below.

1.5 Any discussions which may take place between the Client and CACI in connection with a request or recommendation before the authorisation of a resultant change shall be without prejudice to the rights of either party.

1.6 Any work undertaken by CACI, its sub-contractors or agents which has not been authorised in advance in accordance with the provisions of Clause 1.3 shall be undertaken entirely at the expense and liability of CACI.

2. Procedures

2.1 The Client and CACI shall discuss proposed changes as part of their liaison activities. Such discussion between the Client and CACI, which shall be formally documented, concerning a change shall result in one of the following:

2.1.1 No further action being taken;

2.1.2 A request to change the Services by an authorised representative of the Client; or

2.1.3 A recommendation to change the services by CACI.

2.2 For each written request for change received from the Client, the Client shall prepare a Change Control Request (CCR) within five (5) Working Days of the date of the Client's request or such other period as may be agreed.

2.3 A recommendation to change by CACI shall be submitted as a CCR direct to the Client at the time of such recommendation. If CACI reasonably considers that the recommendation is urgent, then it may mark the CCR as "URGENT". Each CCR shall be materially in the form set out in the Change Request form attached hereto.

2.4 For each CCR submitted the Client shall, within five (5) Working Days of receipt of the CCR:

2.4.1 evaluate the CCR and, as appropriate;

2.4.2 request further information;

2.4.3 approve the CCR;

2.4.4 defer the CCR and require CACI to resubmit the CCR at a later date; or

2.4.5 notify CACI of the rejection of the CCR; or

2.4.6 arrange for two copies of an approved CCR to be signed by the authorised representatives of the Client and CACI.

2.5 The time scale and priority for the implementation of each change shall be agreed, in writing, between CACI and the Client.

3. Costs of Change Control and Estimating

3.1 CACI shall not be entitled to any charges for the initial time spent in considering the impact assessment of each change, such non chargeable initial time not to exceed one man day's effort on any one change request and in total not to exceed 7 man days effort. Thereafter, CACI shall only be entitled to charge for further considering a change request if it has first provided the Client with an estimate of the likely charges and obtained Client approval for such charges.

3.2 CACI shall produce estimates for all proposed changes as part of the impact analysis of a CCR unless otherwise agreed with the Client in writing.

CACI CHANGE REQUEST

Project Name	**Project Number**
Project Manager	**Contract Number**
Account Manager	**Date**
CCR No	

To be completed by the Client

Change Raised By : Date :

Signature :

Reason for Change
1.

Description of Change
1.

Changes in Contractual Terms
1.

To be completed by the Client and CACI Ltd on agreement of estimate

Client : Name : …… Signature :…… Date :……

CACI : Name : …… Signature :…… Date : ……

The Client agrees:

1. To limit the use of the Oracle program to the Client only;

2. To use of the Oracle program for internal business operations only. The Client may allow contractors agents to use the Oracle program on the Client's behalf provided such use is for the Client's internal business operations;

3. That Oracle or its licensor retains all ownership and intellectual property rights to the Oracle program contained in the Software;

4. To prohibit the transfer of the Oracle program except for temporary transfer in the event of computer malfunction;

5. Not to assign, give or transfer the Oracle program and/or any services ordered or an interest in them to another individual or entity;

6. Not use the Oracle program for rental, timesharing, subscription service, hosting, or outsourcing;

7. Not to remove or modify any Oracle program markings or any notice of Oracle's or its licensor's proprietary rights;

8. Not to make the Oracle program available in any manner to any third party for use in that third party's business operations;

9. Not to allow title in the Oracle program from passing to another party;

10. Not to reverse engineer, disassemble or decompile the Oracle program (including, without limitation, data structures or similar materials produced by the Oracle program) and shall not duplicate the Oracle program;

11. That Oracle will not be liable for any (a) damages, whether direct, indirect, incidental, special, punitive or consequential; and (b) loss of profits, revenue, data or data use, arising from the use of the Oracle program;

12. That on termination of the Agreement, it will discontinue use of the Oracle program and destroy or return to CACI all copies of the Oracle program and any documentation;

13. Not to publish any results of benchmark tests run on the Oracle program;

14. Comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle program, nor any direct product thereof, are exported directly or indirectly, in violation of applicable laws.

15. To use the Oracle program only in conjunction with the Software and to not modify the Oracle program or the Software in any way.

16. To not require Oracle to perform any obligations or incur any liability not previously agreed between CACI and Oracle.

17. To allow CACI to audit the Client's use of the Software to ensure compliance with the terms of this Agreement and the additional terms in this Schedule E. The Client shall provide reasonable assistance and access to information in the course of such audit and permit CACI to report the audit results to Oracle or to assign its right to audit to Oracle. Where the audit right is assigned to Oracle, Oracle shall not be responsible for any of CACI's or the Client's costs incurred in cooperating with the audit.

18. Allow Oracle to be a third party beneficiary to this Agreement.

19. The Oracle program may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this Agreement.

20. Any third party technology which is appropriate or necessary for use with the Oracle program will be notified to the Client by CACI and such third party technology is licensed to the Client only for use with the Software and Oracle program under such terms as notified to the Client by CACI in writing

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Support for Oracle Embedded Licences

CACI Support for the Embedded License is currently only offered for Windows Servers

1. Client Responsibilities:

1.1 The Client is responsible for the hardware, networking and operating system of the server upon which the application resides

1.2 The Client will provide remote VPN access to allow CACI to provide reactive application support. This VPN access can be turned off outside of CACI's Support Desk hours i.e. 9-5.30pm Mon-Fri if required. Please note that should a Client require 24hrs notice of intent to use this VPN connection or an extended remote access procedure, then CACI will not be able to provide the required support until the VPN access is available. Thus target response times will be calculated from the time that the access is available.

1.3 All Client Users and IT services must enter the software application via the Web Portal. Connections made in any other way e.g. via SQL+ will be in violation of the 3rd party licencing agreement of this Software. Any contravention of this clause by the Client may lead to legal action being taken by the Third Party against the Client.

1.4 The Client will perform server backups of the Software in accordance with such instructions as notified by CACI to the Client from time to time.

2. CACI Responsibilities:

2.1 CACI will be responsible for 1st line Oracle support of the Software.

2.2 CACI will provide such advice as is reasonably necessary in relation to the backing up of the Software.

2.3 In the event of a database failure CACI will provide data restoration using the Client's backup at paragraph 1.4 above, as required.

Note: Replication of a Software system/database to replace any other installed Test Software system/database is not covered under 2.3 and is a chargeable task.

Schedule G
Data Protection Obligations

GDPR CLAUSES TO THE AGREEMENT BETWEEN CACI LIMITED AND THE CLIENT.

These GDPR Clauses shall apply from 25 May 2018 between CACI Limited (CACI) and the Client.

Recitals

(A) The GDPR Clauses are intended to cover all of the minimum requirements under GDPR and some additional clauses (i.e. clauses 3 – 5 below), but otherwise do not alter any other agreed terms.

Definitions:-

The following capitalised terms used in these GDPR Clauses shall have the meaning set out in GDPR (e.g. in Article 4) as applicable; Controller, Data Subject, Processor, Processing (and Process and Processed shall be construed according to this definition of Processing), Personal Data, Personal Data Breach, Supervisory Authority (e.g. The Information Commissioner).

Data Protection Officer: means Raj Afghan, at CACI Limited, CACI House, Kensington Village, Avonmore Road, London W14 8TS (email: DPO@caci.co.uk) or such other persons as notified to the Controller from time to time.

GDPR: means the General Data Protection Regulation (EU) 2016/679), or any successor legislation enforce in the UK and in either case as amended and/or updated from time to time.

Law: means the laws of England and Wales.

1. General

1.1 The parties agree that:

1.1.1 the GDPR Clauses are incorporated into the Agreement and shall replace the data protection clauses entered into between the parties that relate to the Data Protection Act 1998 and/or do not comply with GDPR;

1.1.2 if there is any conflict or inconsistency between the GDPR Clauses and the terms and conditions in the Agreement that relate to the Processing and confidentiality of Personal Data, the provisions of the GDPR Clauses shall prevail.

1.1.3 these GDPR clauses only apply where CACI is the Processor under the Agreement and the Client is the Controller.

2. Article 28 GDPR compliant clauses

Details about the processing

2.1 The parties agree that Annex 1 is completed and accurate under this Agreement.

Written Instructions

2.2 The Processor will only Process Personal Data in accordance with the Controller's written instructions unless the Processor is required to act without such written instructions by Law.

Confidentiality

2.3 The Processor will ensure that only the Processor's employees, consultants, directors and officers who need to Process the Personal Data under the Agreement shall have access to it and provided that in each case they have prior entered into a written agreement with the Processor that contains an obligation that such employees, consultants, directors and officers are obligated to keep information (including Personal Data) made available to them confidential.

Security

2.4 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks relating to its Processing of the Personal Data and in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data transmitted, stored or otherwise Processed. The Processor agrees to use the appropriate technical and organisational measures set out in the Agreement or where these are inadequate to use those set out in Annex 2.

Using sub-processors

2.5 The Processor shall not employ any sub-processor(s) without the prior specific or general written authorisation of the Controller. The Processor must notify the Controller of any changes it intends to make to the agreed sub-processor(s) and give the Controller a reasonable opportunity to object to such changes. The Processor shall enter into a written contract with each sub-processor which contains the same or substantially the same data protection obligations on the sub-processor as set out in these GDPR Clauses. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under GDPR and the contract entered into between the Processor and sub-processor.

Data Subjects' rights

2.6 The Processor shall, subject to taking into account the nature of the Processing it carries out and by having appropriate technical and organisational measures in place, assist the Controller upon request to fulfil its obligations that relate to enabling Data Subjects to exercise their rights under GDPR, such as subject access requests, requests for rectification or erasure of Personal Data and making objections to Processing,

Assisting the Controller

2.7 The Processor shall, subject to taking into account the nature of the Processing it carries out and the information available to it, assist the Controller upon request in meeting its obligations under GDPR (i.e. under Articles 32 to 36) relating to:

2.7.1 keeping the Personal Data secure;

2.7.2 notifying Personal Data Breaches to the Supervisory Authority (in particular the Processor agrees to notify Controller as soon as reasonably practicable upon receipt of any communication, notice, request or complaint from a Data Subject; and notifying the Controller of any Personal Data Breach without undue delay once the Processor becomes aware of the breach and providing the Controller with such reasonable assistance and information in relation to such Personal Data Breach as the Controller requests);

2.7.3 advising the Data Subjects when there has been a Personal Data Breach;

2.7.4 carrying out data protection impact assessments ("DPIA"); and

2.7.5 consulting with the Supervisory Authority where the DPIA indicates there is an unmitigated high risk to the processing.

Return/deletion of Personal Data at the end of the Agreement

2.8 Unless required by Law to retain the Personal Data, the Processor shall upon termination or expiry of the Agreement, at the Controller's choice, either delete or return to the Controller all of the Personal Data it has been Processing for the Controller.

Audits and Inspections

2.9 The Processor shall in relation to the Processing it carries out:

2.9.1 provide the Controller with all the information that is needed to show that the Processor has met all of its obligations under these GDPR Clauses;

2.9.2 at the Controller's request submit and contribute to audits and inspections that the Controller or the Controller's appointed auditor carries out;

2.9.3 pursuant to Article 28.3(h) immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the GDPR.

Controller's obligations

2.10 The Controller shall comply with its obligations under GDPR including in relation to its collection, processing and provision of Personal Data to the Processor in connection with the Agreement.

Additional Clauses

3. Overseas transfers

The Processor shall not transfer the Personal Data to any country or international organisation located outside the European Economic Area ("EEA") or, in the event the UK ceases to be a member of the EEA, outside the UK without the prior written consent of the Controller.

4. Processor's other obligations

In addition to these GDPR Clauses the Processor has direct obligation under GDPR which the Processor agrees to comply with to the extent applicable (i.e. those obligations set out in Articles 27, 29, 30.2, 31, 32, 33 and 37). The Processor agrees that it has appointed a Data Protection Officer.

5. Liability

The Processor shall be liable to the Controller for any losses, damages and costs (including reasonable legal costs) arising from the Processor's breach of GDPR Clauses subject to Article 82 of GDPR and any limitations in the Agreement. The Processor shall only be liable for any payment to the Controller resulting from its breach of these GDPR Clauses to the extent that such payment has been ordered by a competent court in the UK, a legally binding decision of the Supervisory Authority or other regulatory body in the UK, or by way of a written agreement between the Controller and Processor after the breach arises.

Schedule G
Data Protection Obligations

Annex 1

Details relating to the Personal Data and Processing pursuant the Agreement.

The subject matter and duration of the processing of the Personal Data.	
The nature and purpose of the processing of the Personal Data.	
The types of Personal Data to be processed.	
The categories of Data Subjects to whom the Personal Data relates.	
The obligations and rights of the Controller.	**As set out in GDPR, above and/or in the Agreement.**
State the names of any sub processors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.	

Schedule G
Data Protection Obligations

Annex 2

Details of technical and organisational security measures to protect the Personal Data and the Processing of such data.

CACI shall use the technical and organisational security measures required under its ISO27001 accreditation.
In particular, as part of CACI's ISO27001 accreditation CACI maintains internal policies and procedures which are designed to:

(a) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(b) has back-up, archive and/or disaster recovery processes which are capable of restoring the availability and access; to Personal Data in a timely manner in the event of a physical or technical incident; and

(c) minimise security risks, including through regular security risk assessment, evaluation and testing.