



PROFICIENCY TESTING SERVICES AGREEMENT

PARTIES

- (1) CACI Limited incorporated and registered in England and Wales with company number 01649776 whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS (**CACI**).
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Client**).

RECITAL

- A. Whereas CACI wishes to supply certain Services and/or licence certain Deliverables and the Client wishes to have the right to receive the Services and use the Deliverables in accordance with the terms set forth below.

THE PARTIES AGREE TO THE BELOW TERMS AND CONDITIONS AND ATTACHED STATEMENTS OF WORKS AT SCHEDULE A:-

Agreed on behalf of CACI Limited

Signed by _____

Name: Raj Afghan

Authorised Signatory

Agreed on behalf of the Client

Signed by _____

Name: _____

Title: _____

Date: _____



SCHEDULE A

STATEMENT OF WORKS

This Statement of Works is governed exclusively by and is subject to the Proficiency Testing Services Agreement signed by CACI Limited ("CACI") and <CLIENT NAME> (the "Client"), and of even date (the "Agreement"). Once signed by the Client, this SOW shall commence on the Start Date.

| | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deliverables | Below listed PT Schemes with associated requirements and dependencies as listed in the attached Digital Forensic Proficiency Testing Services SOW: [attach SOW] |
| PT Schemes & Fees | <ul style="list-style-type: none">• Computer acquisition: £2,450 plus VAT x [insert number required] – [insert cycle number(s)]• Computer processing and analysis: £2,450 plus VAT x [insert number required] – [insert cycle number(s)]• Phone acquisition, processing, and analysis: £3,450 plus VAT x [insert number required] – [insert cycle number(s)] [delete as appropriate] Total <Cost> + VAT The Fees shall be invoiced in advance on execution of the Agreement. |
| Contracting Client Entity | [INSERT] |
| Participant Department | [INSERT] |
| Billing Details | <ul style="list-style-type: none">• Billing entity / entities• Billing address• Client contact including telephone and email address• Is a PO required or not• Is an e-invoicing portal required or not• Invoice title / wording |

CACI LIMITED ("CACI") - TERMS AND CONDITIONS

DEFINITIONS

“Agreement”: these terms and conditions and any relevant Statement of Works.

“CACI Data”: data that is owned by CACI or licensed by CACI from third parties and which CACI uses in providing the Services and/or Deliverables.

“Commencement Date”: the date that these terms and conditions are signed by the Client.

“Confidential Information”: all information, data or material of whatsoever nature in any form which is necessary for either party to disclose to the other pursuant to this Agreement and anything the receiving party creates which is derived from or based upon the information data or materials disclosed to it by the disclosing party. It shall not include any information or materials which: (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

“Deliverables”: the results, reports, charts, CACI Data, summaries, comments, analysis or other materials provided by CACI to the Client as detailed in the relevant Statement of Work.

“Fees”: the fees payable by the Client as set out in the relevant Statement of Work (unless otherwise stated the Fees are exclusive of VAT which shall be payable at the applicable rate).

“IPR”: intellectual property rights including copyright, database rights, trademarks, design rights, patents and/or know how.

“Services”: the supply of Deliverables and the digital forensics proficiency testing services described in the relevant Statement of Work.

“Statement of Work”: a statement of work that is entered into by the parties and attached at Schedule A.

“Term”: the term of the Statement of Work made under this Agreement.

Any reference to the singular includes plural and vice versa (unless the context otherwise requires).

1. THE SERVICES

1.1 The Client appoints CACI and CACI accepts such appointment to (a) provide the Services, and/or (b) licence the Deliverables upon these terms and conditions.

2. FEES

2.1 All invoices for the Fees shall be due on the invoice date and shall be paid within 30 days.

2.2 The Client shall pay CACI the fixed Fees for the Services as set out in the Statement of Work.

2.3 All Fees and expenses referred to in the Statement of Work shall (unless otherwise stated) be exclusive of VAT which shall be payable at the applicable rate.

2.4 CACI shall not be liable for any administrative charges including, but not limited to, charges relating to the processing of invoices by the Client.

3. LICENCE GRANTS

3.1 CACI hereby grants to the Client a licence for the Term of the Statement of Work, to use the Deliverables subject to these terms and conditions on a non-exclusive, non-transferable basis for the bona fide and proper purposes of its business.

4. LICENCE RESTRICTIONS

4.1 The Client shall not be entitled to disclose to any third party the whole or part of the Deliverables provided to the Client except to third parties approved in writing by CACI (such approval not to be unreasonably withheld) to use the same

for analysis, consultancy, processing, evaluation and/or enhancement solely for the benefit of the Client and subject to Client procuring that said third party complies with clauses 3.1, 4 and 7.

4.2 The Client shall ensure that all proprietary notices contained in or on the Deliverables are reproduced on every copy made thereof in whole or part and are not removed, altered or obliterated.

4.3 The Client shall not decompile, recompile, disassemble or reverse engineer the Deliverables.

4.4 Except for backup purposes or as otherwise expressly provided in this Agreement, the Client shall not use, modify, reproduce, sell, licence, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party, the whole or any part of the Deliverables.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All IPR (a) owned or licensed by a party before the Commencement Date and/or (b) created, developed or licensed by that party after the Commencement Date independently of this Agreement, shall continue to vest in that party and/or its licensors.

5.2 Subject to clauses 3.1 and 5.1 above, all IPR in the Deliverables and any modifications and copies thereof, vest in CACI or its licensors at all times.

5.3 The Client has the right to modify and reproduce the Deliverables and/or generate reports using the Deliverables. For the avoidance of doubt, to the extent that the Deliverables and said reports contain CACI Data, the IPR in the Deliverables and said reports shall at all times vest in CACI and/or its third party licensors.

6. PUBLIC STATEMENTS

6.1 The Client shall not disclose the Deliverables and/or any client-generated reports publicly in any manner that is likely to harm CACI's reputation or business. In particular, the Client agrees not to use the Deliverables and/or any client-generated reports in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by CACI.

6.2 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables and/or any client-generated reports shall only be (a) disclosed upon prior written consent of CACI (which consent shall not be unreasonably withheld), and (b) accompanied by an acknowledgement that such material is supplied by CACI.

6.3 The parties shall be entitled to list the other as its service provider or client in marketing/promotional material.

7. CONFIDENTIALITY

7.1 CACI are responsible for the management of all Confidential Information obtained or created during the performance of services and supply of deliverables.

7.2 CACI will inform the Client in advance where reasonably practicable, of any Confidential Information it intends to place in the public domain. Except for any information that the client makes publicly available, or when agreed between CACI and the Client (e.g. for the purpose of promotion of services as a result of positive feedback), all other information provided by either party is considered proprietary information and shall be regarded as Confidential Information.

7.3 When CACI is required by law or authorized by contractual arrangements with the Client to release Confidential

- Information, the Client shall, unless prohibited by law, be notified of the Confidential Information provided.
- 7.4 As a requirement of CACI's application for accreditation to ISO/IEC 17025, with compliance to Forensic Science Regulator Code of Practice and ILAC G19, CACI has agreed and signed a waiver of confidentiality to allow UKAS (United Kingdom Accreditation Service) to share performance information with the Forensic Science Regulator. In addition, the Forensic Science Regulator may share any concerns or information related to CACI with UKAS, or other appropriate accreditation body or bodies. As such, CACI may be required to share Confidential Information of the Client relating to the services and/or deliverables with UKAS and/or the FSR.
- 7.5 Information about the Client obtained from sources other than the Client (e.g. complainant, regulators) shall be confidential between the Client and CACI. The provider (source) of this information shall be confidential to CACI and shall not be shared with the Client, unless agreed by the source.
- 7.6 All CACI personnel, contractors, personnel of external bodies, or individuals acting on CACI's behalf, and under CACI's control, shall keep confidential all Confidential Information obtained or created during the performance of the services and/or supply of the deliverables, except as required by law.
- 7.7 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.
- 8. CACI'S OBLIGATIONS**
- 8.1 CACI shall use reasonable skill and care in providing the Services. However, the Client acknowledges and accepts that the Deliverables are not guaranteed to be error free by CACI.
- 8.2 CACI shall use its reasonable endeavours to meet any timescales for delivery of the Services and/or Deliverables as set out in the relevant Statement of Work. The parties acknowledge and agree that any such timescales are estimates only and time for delivery of such Services and/or Deliverables shall not be of the essence of this Agreement. CACI shall use its reasonable endeavours to inform the Client of any changes to said timescales.
- 8.3 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose.
- 9. CLIENT'S OBLIGATIONS**
- 9.1 The Client shall be liable for any part of the Fees that has not already been invoiced if the Client otherwise prevents CACI from completing the performance of the Services and/or delivering the Deliverables to the Client by not complying with the Client dependencies set out in the Statement of Work.
- 9.2 Within 14 days of delivery or as specified in the relevant Statement of Work, the Client shall notify CACI in writing of its acceptance of the Deliverables or, if the Deliverables do not meet the acceptance criteria set out in the relevant Statement of Work, its rejection of said Deliverables (or part thereof). The Deliverables shall be deemed to have been accepted by the Client if the Client does not notify CACI of its rejection of the Deliverables within said time period or if the Client uses the Deliverables or any part thereof, whichever is the earlier.
- 10. LIABILITY**
- 10.1 CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of this Agreement shall not exceed an amount equal to 125% of the total Fees paid or payable in respect of the relevant Statement of Work that is the subject of a claim.
- 10.2 Neither party shall be liable for any loss of revenues, loss of profits, business interruption, ex gratia payments, or indirect loss. Liability is not excluded for (a) fraud or fraudulent misrepresentations, and/or (b) death or personal injury caused by the negligence of either party. CACI shall not be liable for any loss howsoever arising from or in connection with any third party data or software or the Client's interpretation of the Deliverables.
- 11. TERM AND TERMINATION**
- 11.1 Subject to clause 11.2, this Agreement shall commence on the Commencement Date and shall continue for the Term unless terminated in accordance with clause 11.4 or clause 11.5.
- 11.2 The Statements of Work in place at the time of termination or notice of termination shall continue for the full Term as set out in the relevant Statement of Work. For the avoidance of doubt, the relevant Statement of Work shall terminate upon the termination date specified in the Statement of Work itself.
- 11.3 The Term of any Statement of Work may be extended by mutual agreement of the parties by signing a written amendment to the relevant Statement of Work.
- 11.4 The non-defaulting party may terminate this Agreement or any Statement of Work immediately for a material breach by the other party, which is incapable of remedy or, if capable of remedy, is not remedied within 30 days of notification being given to the defaulting party. This termination right shall be without prejudice to CACI's right to promptly receive all payments under this Agreement and any Statements of Work, such payments to become immediately payable should a material breach not be remedied or capable of remedy by the Client in accordance with this clause 11.4.
- 11.5 Either party may terminate this Agreement or any Statement of Work with immediate effect by notice in writing to the other party if that party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of the other party, or an administrative order is made in relation to that party or an administrative receiver is appointed, or the other party makes an arrangement or composition with its creditors generally, or suffers any other act of insolvency.
- 12. MISCELLANEOUS**
- 12.1 The obligations set out in clauses 2, 4-9, 11.4 and 12 inclusive shall survive termination.
- 12.2 Both parties have the rights to grant the licences referred to in clause 3 and shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

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- 12.3 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. In the event of conflict, ambiguity and/or inconsistency, these terms and conditions shall prevail over the relevant Statement of Work and over any quotation or specifications for the Deliverables or Services. Any legal terms and conditions being included in any relevant Statement of Work shall be binding on CACI upon the Statement of Work being executed by the Chief Legal Officer.
- 12.4 This Agreement shall supersede any terms and conditions referenced or stated in any purchase order issued in respect of the goods or services to be supplied under this Agreement, unless the parties sign a written amendment to this Agreement.
- 12.5 Any notice given hereunder shall be by post or facsimile. In the case of a notice to CACI, it shall also be copied to the Chief Legal Officer. Any notice shall be effective 48 hours after being sent.
- 12.6 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 12.7 Neither party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, changes in English law that render the provision of the then-current Services and/or Deliverables unlawful, or Governmental restriction.
- 12.8 No term of this Agreement shall be enforceable by a third party.
- 12.9 English law applies and in the event of a dispute the parties agree to submit to the exclusive jurisdiction of the English courts.

CACI