

DIGITAL FORENSICS AND PROFICIENCY TEST 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: _____

Authorised Signatory

Agreed on behalf of the Client

Signed by _____

Name: _____

Title: _____

Date: _____

CACI LIMITED ("CACI") - TERMS AND CONDITIONS

DEFINITIONS

"Agreement": these terms and conditions including the Schedules herein, 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.

"Client Data": any data or information that CACI requires the Client to supply to it under a relevant Statement of Work in order to provide the Services and/or supply the Deliverables. The Client Data shall be described in the relevant Statement of Work.

"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.

"DP Legislation" means the Data Protection Act 2018, the UK GDPR, the General Data Protection Regulation (EU) 2016/679 (where relevant) and any successor legislation in force in the UK from time to time.

"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.

"Personal Data": shall have the meaning set out in Schedule B.

"Services": the supply of Deliverables and any other services described in the relevant Statement of Work.

"Schedules": any schedules contained in this Agreement.

"Statement of Work": a statement of work that is entered into by the parties using the template attached at Schedule A.

"Term": the term of each Statement of Work under this Agreement as set out in the relevant Statement of Work.

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.
- 1.2 If required pursuant to a relevant Statement of Work, the Client shall supply Client Data to CACI in a timely manner and acknowledges that a delay in providing the same would cause a delay in CACI providing the Services.

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 In relation to fixed price work, the Client shall pay CACI the fixed Fees for the Services as set out in the relevant Statement of Work.
- 2.3 In relation to time and materials work, the Client shall pay CACI the Fees for the Services at the daily rates and based on the estimated number of days set out in the relevant Statement of Work. Unless otherwise expressly provided in a relevant Statement of Work, the Client shall pay said Fees regardless of whether or not it has actually used the agreed number of days.
- 2.4 If during a relevant Statement of Work it is found that the requirements have changed or differ from the requirements set out in said Statement of Work, then CACI will submit a change request showing, inter alia, any changes to the Fees, the acceptance criteria (if any) and/or the Deliverables. CACI shall start working on the proposed changes once the Client has agreed to said changes in writing (including by email).
- 2.5 All Fees and expenses referred to in the relevant Statement of Work shall (unless otherwise stated) be exclusive of VAT which shall be payable at the applicable rate.
- 2.6 If the Client is in material default of clause 2.1, all of the Fees under a relevant Statement of Work and/or the Agreement shall immediately become payable.
- 2.7 CACI shall not be liable for any administrative charges including, but not limited to, charges relating to the processing of invoices by the Client.
- 2.8 [Not used.] OR [On the first and each subsequent anniversary of the Commencement Date during the term of this Agreement, the Fees may be automatically increased by CACI by no more than the percentage increase in the Retail Price Index 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.]

3. LICENCE GRANTS

- 3.1 CACI hereby grants to the Client a licence for the Term of the relevant 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.
- 3.2 The Client hereby grants to CACI a non-exclusive licence to use the Client Data to provide the Services and/or the Deliverables.

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 (a) provide or market its goods and/or services to its, individual commercial, customers or prospective customers, and/or (b) 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's business 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 3.2 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. To the extent that said reports contain Client Data, the IPR in said reports shall at all times vest in the Client.
- 5.4 The Client agrees to the copyright and flow down terms (if any) in respect of any third party data and/or software contained in the Deliverables as set out in the relevant Statement of Work.

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 AND DATA PROTECTION

- 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.
- 7.8 Where Personal Data is being processed as part of the Services being provided under the terms of this Agreement, the parties agree to be bound by the GDPR Clauses at Schedule B.

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 may (a) be created in whole or part using forecasting or predictive models and/or third party data and are not guaranteed to be error free by CACI, (b) contain data based on estimates derived from samples, and/or (c) be subject to the limits of statistical errors/rounding up or down.
- 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: (i) the Client fails to supply any Client Data that is necessary for CACI to be able to complete the performance of the Services within a reasonable period of time after receiving a request for the same from CACI, and/or (ii) 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 relevant 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 indefinitely unless terminated in accordance with clause 11.4 or clause 11.5.
- 11.2 Any existing 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, 3.1(b), 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.
- 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.

Page Intentionally Blank

SCHEDULE A
STATEMENT OF WORK

This Statement of Work is governed exclusively by and is subject to the Digital Forensics & Proficiency Test Services Agreement signed by CACI Limited ("CACI") and [CLIENT NAME] (the "Client"), dated [Agreement Date] [as amended] (the "Agreement"). Once signed by the Client, this SOW shall commence on the Start Date.

SOW No	[]
Project Name	[]
Term	This Statement of Work shall commence on [insert date] and expire on the earlier of [insert date] or completion of the Services and Deliverables.
Deliverables	Deliverables, along with associated Client dependencies as outlined in the attached Service Description at Schedule C. [Attach PDF Service Description] [For PT INCLUDE THE LATEST SERVICE DESCRIPTION HERE MUST BE INCLUDED TO COMPLY WITH UKAS ACCREDITATION]
Fees	Total <Cost> + VAT [OR FOR PT ONLY] PT Schemes & Fees • 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] The Fees shall be invoiced in advance on execution of this SOW.
Contracting Client Entity	[INSERT]
Participant Department	[INSERT]
Billing Details	• Billing entity / entities • Billing address • Client contact including telephone and email address • Billing currency • EU VAT number (if not in the UK) • Is a PO required or not • Is an e-invoicing portal required or not • Invoice title / wording

Deliverables Below listed PT Schemes with associated requirements and dependencies as listed in the attached Digital Forensic Proficiency Testing Services SOW: [attach SOW]

Total <Cost> + VAT The Fees shall be invoiced in advance on execution of the Agreement.

Contracting Client

Entity

[INSERT]

Participant

Department [INSERT]

Billing Details · 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

SCHEDULE B

DATA PROCESSING SCHEDULE

Definitions:-

The following capitalised terms used in this Data Processing Schedule shall have the meaning set out in DP Legislation (e.g. in Article 4 of UK GDPR) 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).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, 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 this Schedule is incorporated into the Agreement;
- 1.1.2 if there is any conflict or inconsistency between this Schedule and the terms and conditions in the Agreement that relate to the Processing and confidentiality of Personal Data, the provisions of this Schedule shall prevail.
- 1.1.3 this Schedule only applies where CACI is the Processor under the Agreement and the Client is the Controller.

2. Article 28 UK 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 this Schedule. The Processor agrees that it shall be fully liable to the Controller for performance of the sub-processor(s) obligations as required under DP Legislation 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 DP Legislation, 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 DP Legislation (i.e. under UK GDPR 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 show that the Processor has met all of its obligations under this Schedule;

- 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) of UK GDPR immediately inform the Controller if, in its opinion, it has been given an instruction which does not comply with the UK GDPR.

Controller's obligations

- 2.10 The Controller shall comply with its obligations under UK 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 United Kingdom or the European Economic Area without the prior written consent of the Controller.

4. Processor's other obligations

In addition to this Schedule the Processor has direct obligation under UK 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 this Schedule subject to Article 82 of UK GDPR and any limitations in the Agreement. The Processor shall only be liable for any payment to the Controller resulting from its breach of this Schedule 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.

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 UK GDPR and/or in the Agreement.
State the names of any subprocessors and confirm if a GDPR compliant data processing agreement has been entered into with such sub-processor.	

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.

Schedule C

Service Description

1. Service Outline

This services description details the Proficiency Testing Services to be provided by CACI to the client (participants parent organisation), in accordance with the schemes purchased as outlined within the associated Consulting Services Agreement. The Consulting Services Agreement includes general terms and conditions with this document providing specific detail relating to the services to be provided within this service agreement.

The Digital Forensic Proficiency Testing service is designed to provide inter-laboratory comparison between digital forensic laboratories that perform duties relating to the acquisition, processing and analysis of computer and mobile devices. The service is designed to enable participants to gain assurance and seek improvements in their Digital Forensic processes.

All schemes are designed and operated in compliance with ISO17043:2022 and are intended to fulfil the Inter-Laboratory Comparison requirements of forensic laboratories, units or similarly named departments who are attempting to gain or currently hold ISO17025 accreditation and, where applicable, compliance with the Forensic Science Regulator Code of Practice and ILAC G19. CACI reviews these standards when they are updated to ensure that the Proficiency Testing Schemes comply with the updated requirements.

There are three schemes that CACI currently offer as follows:

- Computer Devices – Acquisition
- Computer Devices – Processing & Analysis
- Mobile Devices – Acquisition, Processing & Analysis

CACI shall send the participant (customer) test devices, in relation to the schemes that they wish to participate in. Using these test devices, the participant shall then conduct appropriate examination processes and answer questions supplied by CACI on the test data. The participant shall then return the devices, their responses and produced data to CACI for comparison against known values and other participants results. This includes the answers given to posed questions and the process followed by the participant to produce those results.

These results shall then be provided to the participant within a final report containing their individual performance against known values and anonymised results for all participants within the same cycle which enables comparative assessment and improvements to be identified. Additionally, a cumulative report shall be provided which is updated as new participant results become available throughout the course of the scheme.

All schemes currently offered are designed to replicate, as close to possible within the bounds of technical possibility, typical law enforcement digital forensics submissions. As such, participants should primarily be law enforcement within the United Kingdom (UK). However, participants can also include non-law enforcement agencies which either supply services to law enforcement or carry out similar testing activities. Participants who do not conduct law enforcement work may participate, however, they should be aware of that the scenario provided will mimic a criminal investigation and so may not be suitable for the customers' requirements.

Participants should be aware that dataset specifications are UK centric, and the language utilised in all documentation and on the test items themselves is English (United Kingdom). The scheme is suitable only for laboratories operating within the United Kingdom.

Each scheme includes physical devices which are packaged and presented in a manner consistent with a police digital forensic submission. The laboratory should have appropriate storage, PPE and procedures for handling test items. This includes health and safety processes for handling potentially dangerous aspects of devices, such as batteries and glass where accidental damage is caused to the devices.

CACI does not utilise subcontractors for any aspect of its Proficiency Testing service, apart from UKAS for accreditation assessment-related activities and an approved courier for test material distribution. The CACI Digital Forensic Laboratory does utilise resources provided by CACI's larger organisation, including staff for Impartiality review and auditing.

2. Scheme Outline

Computer Devices - Acquisition

This scheme is designed to satisfy participant requirement for methods that relate to the acquisition and preservation of computer-based devices, both removable and non-removable.

The scheme will provide sufficient test items within each round to ensure that the entire scope of devices present on participant accreditation schedules are provided at least once every 4 years. Therefore, each type of device, outlined below, will be provided to participants at least once in the 4-year schedule.

Participant accreditation schedules for the area of acquisition are categorised by type of device. The following device types are currently present on participant schedules of accreditation and so are the types of devices that will be provided over the 4-year schedule:

- **Removable**
 - Hard Disk Drive (HDD)
 - Solid State Drive (SSD)
 - M.2 (NVMe) Storage Drive
 - M.2 (SATA) Storage Drive
 - USB Flash Drive
 - Memory Card
 - Digital Versatile Disk (DVD)
 - Compact Disk (CD)
 - Digital Cameras
 - MP3/4 Players
 - Floppy Disks
- **Non-Removable**
 - Computer – Windows - Based
 - Computer – Apple Mac

This list of devices may be reviewed and increased where additional participant requirements are identified, with the additional devices being provided in later rounds of the scheme. This will enable CACI to support participant extensions to scope ambitions and provide devices when required ahead of ETS assessments.

This scheme consists of 4 rounds, each round being operated across a single calendar year, consisting of 3-5 devices being provided, per round, to the participants within a set period of the year as agreed with the customer.

During each round, the Proficiency Testing Batch will consist of the PT test items and a storage drive on which the participant will place acquisition data and contemporaneous notes. Participants shall acquire the test items, returning the acquisition data, contemporaneous notes and a report to CACI for assessment. There is no processing or analysis requirement.

The scheme suitable for Digital Forensics Laboratories or similarly named forensic units undertaking Digital Forensic Examination of computer devices. The laboratory must operate methods for the acquisition of computer-based devices, using industry tools such as FTK Imager, Tableau Imager, X-Ways Forensics, Tableau TX1 and EnCase Forensic Imager.

Computer Devices - Processing & Analysis

This scheme is designed to satisfy participant requirements for methods that relate to the processing and analysis of computer-based devices.

To achieve consistency and minimise the resource requirement for participants, this scheme will provide forensic acquisitions that have been pre-captured.

Participant accreditation schedules within the area of processing and analysis of computer-based devices are categorised depending on the test item operating system. The following operating systems are present on participant accreditation schedules:

- Microsoft Windows
- Apple MacOS
- Linux/Unix

The list of operating systems may be reviewed and increased where additional participant requirements are identified with the additional data being provided in later rounds of the scheme.

These operating systems are utilised to formulate scenario-based test data which will then be provided to participants for processing and analysis. The participant shall answer questions relating to the dataset and record responses within a provided workbook. There is no cloud examination requirement.

The Proficiency Test Batch will consist of a storage device containing the test data and a CACI storage device containing a workbook in which questions are asked of the participants. The participant will place processing / analysis files, workbook responses and contemporaneous notes onto the CACI storage device for return to CACI.

This scheme comprises of 3 rounds, each being operated across a single calendar year, consisting of a single test Batch provided per round to the participants, within a set period of the year as agreed with the customer.

In each round, test data will be provided to the participants containing a single operating system, and associated scenario-based content, so that over a 3-year period each operating system will have been provided to the participants.

The scheme suitable for Digital Forensics Laboratories or similarly named forensic units undertaking Digital Forensic Examination of computer devices. The laboratory must operate methods for the processing and analysis of computer-based devices, using industry tools such as Griffeye Analyze DI, Magnet Axiom, MD5 VFC, X-Ways Forensics etc.

Mobile Devices – Acquisition, Processing & Analysis

This scheme is designed to fulfil participant requirements for methods that relate to the acquisition, processing, and analysis of mobile-based devices.

Participant accreditation schedules within this area are based on the operating system of the mobile device as follows:

- Google Android
- Apple iOS
- Non-smartphone proprietary device
- SIM card
- Memory Card

Due to the number of participants currently attempting to gain accreditation in this area, this scheme will be provided to include all the operating systems mentioned above for each round. Device acquisition support is very varied within mobile device forensic tools, with some makes / models / operating system version of devices being supported by some forensic tools, while some are only supported by other forensic tools. An example of this would be some devices are only supported for acquisition by Cellebrite Premium, while others are able to be acquired using Cellebrite UFED 4PC.

To ensure all laboratories, including those who do not have access to certain forensic tools, are able to test their documented methods and forensic tools, sufficient test items shall be provided over a four-year period to cover known forensic tool support. For example, one year may include a proprietary device which is able to be examined using MSAB XRY, while the next year may include a device which is only acquirable via MSAB XRY Pro. CACI will aim to provide at least one recently released device which may only be supported by advanced acquisition tools and one older device which is compatible with standard forensic tools. CACI will continually review the support situation of mobile devices to identify suitable devices to cover known device support.

During each round (1-year), the Proficiency Test Batch will consist of three PT test items, a USB Flash Drive containing an acquisition file on which most analysis questions are asked, a workbook in which questions are asked of the participants and a storage drive on which the participant will place acquisition note files, workbook responses and contemporaneous notes. CACI may provide test data separately to the test devices to ensure acquisition challenges do not affect analysis results.

The scheme suitable for Digital Forensics Laboratories or similarly named forensic units undertaking Digital Forensic Examination of mobile devices. The laboratory must operate methods for the acquisition, processing and analysis of mobile based devices, using industry tools such as Cellebrite UFED, MSAB XRY, Oxygen, BelkaSoft etc.

The scheme involves physical devices for acquisition, processing and analysis, plus an acquisition file from an Android device for further analysis. There is no cloud examination requirement.

This scheme is not intended for frontline officers (kiosk examiners) due to the complexity of the analysis. It is intended for participants with heightened knowledge and expertise in the field of Mobile Digital Forensics.

1. Participant Accreditation Status

Where the customer holds accreditation, the UKAS website will be used to access and download certificate of accreditation. The Customer may be asked to provide the following key information before participating in a proficiency testing scheme:

- Scope of Test activities conducted.
- Any extension to scope ("ETS") plans and associated dates.
- Any key dates e.g. UKAS visits/ETS plans etc.
- Any additional information reasonably requested to enable the performance of the services and comparison of participant methods utilised to achieve requested results. Such information to be provided in a timely manner.

CACI collects this information to plan which devices to provide within cycles and also identify additional schemes it may wish to introduce depending on the demand for particular test devices or examination methods.

4. Scheme Operation

Each scheme is operated in annual rounds, split into cycles, spread out throughout each calendar year. Each cycle includes two months of participant activities and two months of CACI activities as follows:

Cycle	Start Date	Delivery Date	Return Date	Report Published
24C2	1 st April 2024	12 th April 2024	31 st May 2024	31 st July 2024
24C3	1 st July 2024	12 th July 2024	30 th August 2024	31 st October 2024
24C4	1 st October 2024	11 th October 2024	29 th November 2024	31 st January 2025
25C1	1 st January 2025	10 th January 2025	29 th February 2025	30 th April 2025
25C2	1 st April 2025	11 th April 2025	31 st May 2025	31 st July 2025
25C3	1 st July 2025	11 th July 2025	31 st August 2025	31 st October 2025
25C4	1 st October 2025	10 th October 2025	31 st November 2025	30 th January 2026

The dates identified within the above table refer to the following:

- **Start date** - Cycle start date. CACI Digital Forensic Portal access shall be granted, and schemes added. Instructions shall be provided within each PT case on the portal.
- **Delivery Date** - CACI will provide test items that are part of the Proficiency Test by this date. Encryption codes for storage devices and further instructions shall be provided once all participants have received their test materials.
- **Return Date** - Participants must return all PT materials and responses back to CACI by this date.
- **Report Published** - The final report will be published by the Report Published date outlined.

Cumulative reports shall be produced throughout the year until all cycles for the scheme have been operated.

Any dates as described above shall be subject to agreement by CACI. Where the Customer fails to adhere to agreed dates, CACI reserves the right to charge reasonable additional Fees.

The minimum number of participants in each period required to satisfy ILC requirements is 2. Where the minimum participant number is not reached for a period, CACI reserve the right to move participants into the next available successive period. CACI will contact the customer at least 30 days prior to the start of the associated period should the minimum participant number not be achieved.

It is the Customer's responsibility to ensure that they have appropriate resource to complete the proficiency test during the allotted timescale. Where delays are incurred by the Customer, CACI may offer an extension subject to an assessment as to whether the delay would cause a risk to integrity of the scheme. No extension provided by CACI shall exceed 7 days, to prevent participants from being provided an unfair advantage over other participants.

The participant may be asked to provide unfinished results where the participant is not able to complete the test within the extended deadline.

CACI reserves the right to suspend assessment of participant results where excessive delay is incurred by the participant, in the interest of preventing the delays from delaying other participants results being provided or to prevent delays from impacting on later Proficiency Test cycles.

Participants shall be advised promptly by CACI of any changes in proficiency testing scheme design or operation. Any changes to this document shall be agreed with the customer in writing.

5. Delivery & Returns

"Streetwise Couriers" who operate under the "APC Overnight" framework are utilised for the delivery and collection of PT Test Batches and results between CACI and the Customer. Registered delivery, requiring Customer signature will be utilised with tracking information provided to the customer for deliveries.

The Customer shall be responsible for tracking delivery and receipt of Proficiency Test Batches and shall notify CACI within 5 working days if any issues with courier-based delivery is experienced. CACI will also track delivery and notify the customer by email when delivery has been confirmed on courier portal.

CACI shall pay courier related costs and organise all delivery activities. CACI shall also provide adequate packaging for returning of materials. The customer shall be responsible for packaging of test items securely when returning those materials to CACI to preserve the integrity of the test item whilst also ensuring its safety. This shall be achieved by using packaging provided by CACI or supplemented by their laboratory exhibit packaging procedures.

The customer shall be responsible for responding to any requests made by the courier in relation to the delivery of CACI products. The customer agrees that any failure to respond to courier requests could lead to delays and/or return of CACI products. CACI shall not be held liable for delay/loss incurred by any courier or delay/loss by the Customer.

CACI will clearly label all PT Test Batch packaging and individual items within. CACI shall not be held responsible for any loss due to misidentification of the PT Test Batch or items within.

Where it is found that the items with the PT Test Batch have been damaged during transport by courier (that is not intentional as part of the proficiency test scheme) then CACI will replace damaged items. CACI reserves the right to inspect any Proficiency Test Items provided to participants. The Customer shall not dispose of any items provided by CACI without written permission.

CACI will only mark one test and produce one associated report per fee paid.

CACI shall not schedule a participant for undertaking of a proficiency testing scheme until a signed Consulting Services Agreement. Payment T&Cs are listed in the Consulting Services Agreement.

6. Participant Obligations & Confidentiality

Important

To maintain the integrity of the PT test, the customer shall take all possible precautions as to not disclose to internal units, who may participate in the PT, or external organisations, information regarding the question sets, test data or the process undertaken, apart from for the purpose of internal quality improvement or for accreditation assessment. Any breach of the integrity of PT tests will be investigated by CACI to assess for evidence of intentional disclosure of details regarding PT i.e., collusion.

Collusion in any form is not allowed and will not be tolerated. Collusion will directly affect all participants in your cycle and could jeopardise the integrity of the whole scheme. It is the responsibility of the participating organisation, Department, Quality and Technical Managers to ensure that collusion in any form does not occur. A reminder to participants regarding collusion is also contained within the scheme workbook.

Upon return of participant responses, CACI will actively assess for collusion during the participant evaluation and reporting processes. Where collusion is suspected or otherwise known, the issue will be logged in CACI's QMS and the participating Unit's Manager will be contacted by CACI as part of CACI's investigation process. CACI would expect full cooperation from the participating Unit's Manager with all investigation processes relating to collusion. Where collusion investigation processes result in definitive evidence being identified, CACI will raise a formal complaint with the participating organisation, notifying UKAS and providing details of the investigation. The participating organisation will not be allowed to participate in CACI's PT schemes until the outcome of the participating organisation's complaint process has been resolved satisfactorily by both CACI and UKAS. Additional sanctions could be pursued which include financial penalties to recover costs to both CACI and affected participants.

The Customer shall test PT Items as per their standard laboratory testing procedures. The Customer undertakes to follow all instructions provided by CACI and provide all information and requested data or other reasonable material associated with the PT test. Should any additional information be required, this can be requested by contacting PT@CACI.co.uk.

The Customer shall not reproduce test devices or materials, nor retain permanently for any reason. Test devices must be used only by the participant department specified within the CONSULTING SERVICES AGREEMENT for the sole purpose of proficiency testing. The test devices must not be shared internally with other business units, or externally with third parties, unless explicit permission is granted by CACI.

All deliverables, including but not limited to test reports, are confidential and must not be shared with any other internal participants or third parties.

CACI shall not be liable for injuries or damage caused by misuse of the test devices by the customer. The Customer shall have appropriate storage, PPE and procedures for handling test items. This includes health and safety processes for handling potentially dangerous aspects of devices, such as batteries and glass where accidental damage is caused to the devices.

Where PT Test Devices or other materials supplied by CACI are lost or damaged by the customer then CACI reserves the right to recharge replacement and device setup fees to the customer up to price of participation in the related PT scheme.

The participant shall not alter the data or test items provided in any way, apart from alterations made necessary by forensic tool acquisition techniques and examination processes.

Test results provided by CACI are to be used for internal quality control processes and participants shall not share results with any internal individual unless for the purpose of performance evaluation. The participant shall not represent proficiency test results as proof of accreditation or utilise the results within marketing materials. Any misrepresentation of proficiency testing results provided by CACI may cause removal from CACI's PT schemes.

7. Data Sharing / Retention

CACI will anonymise customer data and will not disclose the identity or details of the customer unless required by UKAS for purposes of assessment or where permission is granted in writing by the customer. This includes any data provided by the customer in the undertaking of the Proficiency Test.

CACI will retain data provided by the customer for a period of six (6) months after the completion of the last cycle of the scheme to which the data pertains. This is so that participant disputes and quality issues can be effectively investigated. CACI will retain participant final, cumulative reports and associated records for a minimum of 4 years. This is so that they are available for CACI's own accreditation and any participants during the 4-year accreditation cycle. CACI will retain data produced by CACI, not including participant results, indefinitely to support its accreditation, quality control and future proficiency test development.

8. Appeals

Where a participant does not agree with a result provided by CACI, an appeal can be raised by the participant by raising a ticket on the CACI Digital Forensics Portal or by sending an email to pt@caci.co.uk. Participants should provide sufficient information, including the PT case reference, the question / challenge number to which the appeal applies and sufficient technical detail for CACI to determine the basis for the appeal.

Participants may query a result provided by CACI without raising an appeal via the methods above, but CACI may raise the query to an appeal where it is identified that there is sufficient doubt regarding a results validity. In this case the participant will be notified that CACI has raised their query to an appeal.

The appeal is raised as a non-conformance within CACI's Quality Management System which prompts an internal investigation of the issue. Information shall be gathered as to the specific circumstances surrounding the result that has led to the appeal, including examination of technical logs, meeting minutes, contemporaneous notes, assessment documents and the result of digital forensic processes undertaken by CACI that lead to the release of the result that is being appealed.

The decision to reject or uphold the appeal, including any investigations undertaken and proposed amendments to results are reviewed by an independent decision maker within CACI. The individual undertaking this independent review shall be selected such that they have played no role in the creation of the result that is being appealed.

CACI conducts similar independent reviews when releasing the results of proficiency testing schemes which, among other checks, ensures that the results if appeal processes have had no impact on the results provided by CACI, other than the changes agreed between CACI and the appealing participant.

9. Feedback and Complaints

CACI's DFL welcomes positive and negative feedback from customers as it is used to identify improvements to both CACI's laboratory services and quality management system. Feedback therefore plays a key role in the continual development of CACI's services to customers.

Where a customer wishes to provide feedback or complain about the service they have received or the result of any they can do so by emailing PT@caci.co.uk, or by following instructions within the CACI Digital Forensics Portal to raise a support ticket. It is requested that customers clearly state the reason for their communication, for example, clearly stating that they wish to raise a "complaint" as opposed to providing "feedback" where a complaint is required.

All issues or feedback are raised on the CACI Digital Forensic Unit Quality Management System so that it may be investigated, and a resolution identified. CACI take complaints seriously and try to resolve the complaint as efficiently and satisfactorily as possible for both the complainant and for CACI. CACI have documented procedures for resolving complaints which include processes for escalation of complaints where the complainant is not satisfied with the proposed resolution.

Customers shall be updated regarding their complaint or appeal regularly and the issue shall not be closed on the DFL's QMS without agreement from the customer.

----- End of document -----