

## PFCC Decision Report

Please ensure all sections below are completed

<b>Report reference number: 161/19</b>
<b>Classification</b> Not protectively marked
<b>Title of report:</b> MyRJ case management system renewal
<b>Area of County/Stakeholders affected:</b> Countywide
<b>Report by:</b> Greg Myddelton
<b>Date of report:</b> 25 October 2019
<b>Enquiries to:</b> greg.myddelton@essex.police.uk

### 1. Purpose of report

- 1.1. To seek approval for the allocation of £23,985 in the form of a crime and disorder reduction grant from the victims' commissioning fund to Ivstitia Ltd for the renewal of the myRJ case management system contract for a period of 3 years.

### 2. Recommendations

- 2.1. Approve the allocation of £23,985 to Ivstitia for the provision of the myRJ case management system until December 2022.

### 3. Benefits of Proposal

- 3.1. The Essex Restorative & Mediation Service (ERMS) will continue to use the myRJ case management system to support the efficient and effective operation of the service. The system holds information which can be shared between coordinators and facilitators, and enables cases to be tracked in real time. In addition, the system is designed to produce management information which supports performance monitoring of the service. The system also enables the service to operate within the GDPR and data protection legislative framework as well as complying with the requirements of the Restorative Service Quality Mark (RSQM) accreditation.

### 4. Background and proposal

- 4.1. The ERMS has been using myRJ since 2016. The system is the only specialist CMS designed for the use for restorative justice services. The system was developed with the Ministry of Justice and as a consequence is tailored to the legislative and monitoring requirements of an RJ service.

4.2. This decision sheet covers the provision of the system for a period of 3 years, which is the minimum contracted term.

## **5. Alternative options considered and rejected**

5.1. The PFCC could chose not to renew this system but that would have a significant, disruptive impact on the delivery of the ERMS and would require the team to seek an alternative solution which may prove more costly and less effective than the current option.

## **6. Police and Crime Plan**

6.1. This funding supports the commitments in the Police and Crime Plan to place victims at the heart of what we do, specifically giving victims access to restorative justice. ERMS also uses volunteer facilitators, which fulfils the Police and Crime Plan commitment to enable more people to play an active role in keeping us safe.

## **7. Police Operational Implications**

7.1. No direct operational impact of this funding.

## **8. Financial Implications**

8.1. The PFCC will allocate an annual grant of £7,995, with a total investment of £23,985 over 3 years, from the RJ Victims' Commissioning Fund to Ivstitia Ltd.

## **9. Legal Implications**

9.1. A service level agreement and contract is in place to cover the terms of this agreement.

## **10. Staffing and other resource implications**

10.1. The system provides an effective and efficient process for staff and volunteers to log, monitor and share ERMS case information.

## **11. Equality and Diversity implications**

11.1. There are no direct equality and diversity implications.

## **12. Risks**

12.1. This is a three year agreement. There are early termination fees if a decision is taken to exit the contract before the term concludes.

## **13. Governance Boards**

13.1. This decision has not been subject to discussion at any governance boards.

## **14. Background papers**

Service Level Agreement and Contract



ESEEX SLA 2019  
Version 1.pdf



ESSEX CONTRACT  
2019 Version 1.pdf



**Decision and Final Sign Off**

I agree the recommendations to this report;

**Sign:** .....

**Print:** .....

**PFCC/Deputy PFCC**

**Date signed:** .....

I do not agree the recommendations to this report because;

.....  
.....  
.....

**Sign:** .....

**Print:** .....

**PFCC/Deputy PFCC**

**Date signed:** .....

# Service Level Agreement (SLA)

Between

IVSTITIA Limited

&

Office of the Police, Fire and  
Crime Commissioner for Essex

*(Trading as "Essex Restorative and Mediation Service")*

**Document Owner:** Ivstitia Limited

**Effective Date:** 01/11/2019



## Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between IVSTITIA Limited. and **Office of the Police, Fire and Crime Commissioner for Essex** for the provisioning of IT services required to support and sustain the use of myRJ – Restorative Justice Case Management System.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

### 1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- ✓ Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- ✓ Present a clear, concise and measurable description of service provision to the customer.
- ✓ Match perceptions of expected service provision with actual service support & delivery.



## 2. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

### IT Service Provider(s):

IVSTITIA Limited *(Trading as myRJ)*  
Allet Barns Business Centre  
Truro  
Cornwall  
TR4 9DL  
United Kingdom

Company Number: 8350348  
(the “**Provider**”)

### IT Customer(s):

OPFCC,  
Kelvedon Park,  
Rivenhall,  
Essex,  
CM8 3HB  
(the “**Customer**”)

## Periodic Review

This Agreement is valid from the **Effective Date** outlined at the beginning of this Agreement and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** IVSTITIA Limited

**Review Period:** Yearly (12 months)

**Previous Review Date:** 01-10-2019

**Following Review Date:** 01-12-2020

01-12-2021

01-10-2022





### 3. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

#### 3.1. Service Scope

The following services are covered by this Agreement (the “Services”);

- ✓ Full data backup service
- ✓ Online technical support
- ✓ Telephone support
- ✓ Planned or emergency assistance (extra costs apply)
- ✓ Monthly system health check
- ✓ Training
- ✓ User numbers
- ✓ Agency numbers
- ✓ Disaster recovery

#### Full data backup service

The Provider shall backup the databases every 24 hours at 00:01hrs to ensure data integrity the backups are cycled and tested for anomalies and destroyed after 30 days.

#### Online technical support

A full online technical support ticket system is provided via the secure system login and via the myRJ Website. <https://www.myRJ.co.uk/support/>

Help videos and downloadable manuals are available under the training section of the myRJ Secure system. <https://secure.rjcms.co.uk/>

## Telephone support

Telephone support is provided as part of the License Cost (as set out on page 10 of this Agreement) and as such will be available should online technical support fail to solve your issue.

## Planned or emergency assistance (extra costs apply)

A planned event such as a bespoke report generation or emergency assistance with matters arising from human error by the Customer shall be charged at the following rates:

### Working Hours \*

£80.00 Per hour

*\* All prices are excluding VAT*

### Out of Hours \*

£150.00 Per hour

## Weekly system health check

The myRJ system is checked by the core developers and technical director on a weekly basis, the review covers upgrades to software version, security patching and intrusion detection to ensure we are OWASP compliant.

A weekly security meeting brief is also sent to the Managing Director and held on file to give a full audit trail of patching and updates.

## Training

The training provided as part of the License Cost shall be delivered by means of myRJ's bespoke e-learning system.

Onsite face to face training can be provided at the following rates:

### 1<sup>st</sup> Full Day 20 Delegates <sup>[1]</sup>

£660.00

*[1] This price excludes VAT*

*[2] 20 Delegates per day max*

### Extra Days <sup>[2]</sup>

£490.00

## **User numbers**

We will have no restrictions on the number of users who have access to the system, within your license.

## **Agency numbers**

The Provider will have no restrictions on the number of agencies who have access to the system, within the Customer's license.

## **Disaster recovery**

The Provider has two secure data centre's based in Reading, UK and Dunsford, UK.

Should any issues arise the system will revert to the redundant backup and offer a seamless transfer of data allowing the Customer the least possible downtime.

All data is secured and the two key directors (Mark Grice – Technical Director & Andrew Robbins – Managing Director) have access should one of them become uncontactable.

## **Insurance**

The Provider shall effect and maintain, with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Agreement. Such policies shall include cyber essential insurance, public liability and professional indemnity.

- ✓ Professional Indemnity Insurance of not less than £5,000,000.00 for each and every claim, act or occurrence or series of claims, acts or occurrences;
- ✓ E-Risk / Cyber Insurance of not less than £1,000,000.00 for each and every claim, act or occurrence or series of claims, acts or occurrences
- ✓ Public Liability of not less than £1,000,000.00 for each and every claim, act or occurrence or series of claims, acts or occurrences
- ✓ Employees Liability of not less than £1,000,000.00 for each and every claim, act or occurrence, or series of claims, acts or occurrences.

In respect of professional indemnity insurance, insurance policies shall be maintained and in place for a minimum period of 6 years following expiry of this Agreement.

This above shall insure the Provider against cyber threats, hack and data breaches. The Provider's insurers details are: Hiscox Insurance Limited, Hiscox House, Sheepen Place, Colchester, Essex , CO3 3XL

### **Customer Requirements**

Customer responsibilities and/or requirements in support of this Agreement include:

- ✓ Payment for all additional costs at the agreed intervals.
- ✓ Reasonable availability of customer representative(s) when resolving a service related incident or request.

### **3.2. Provider Requirements**

Provider responsibilities and/or requirements in support of this Agreement include:

- ✓ Meeting response times associated with service related incidents.
- ✓ Appropriate notification to Customer for all scheduled maintenance.

### **3.3. Service Assumptions**

Assumptions related to in-scope services and/or components include:

- ✓ Changes to services will be communicated and documented to all stakeholders.



## 4. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

### 4.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

**Telephone support:** 8:00 A.M. to 5:00 P.M. Monday – Saturday,  
Calls received out of office hours will be automatically forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service.

**Email support:** Monitored 7:00 A.M. to 9:00 P.M. Monday – Saturday  
Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

**Emergency Support:** All phones automatically divert to an emergency number when the correct option is pressed when dialling in on our main contact number on 0845 868 4932

### 4.2. Service Requests

In support of services outlined in this Agreement, the Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- ✓ 0-8 hours (during business hours) for issues classified as High priority.
- ✓ Within 48 hours for issues classified as Medium priority.
- ✓ Within 5 working days for issues classified as Low priority.
- ✓ Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

## 5. Costs & Termination Fee

Full access to the myRJ system is calculated for a twelve (12) month period with a billing cycle that is billed on the eleven (11) month mark.

Our price is then locked for three (3) years from the date of this signed agreement to ensure you have the best possible price for the full three (3) year term.

Should you wish to terminate this Agreement before the end of the three (3) year agreement a one-off fee, as set out below, will be applicable.

This above mentioned termination fee covers the export / extract of data in CSV Format.

Period	Description	Invoiced Date	Cost [1]
Jan 20 to Dec 20	Year 1 Access to myRJ System (2020)	01/11/2019	£7995.00
Jan 21 to Dec 21	Year 2 Access to myRJ System (2021)	01/11/2020	£7995.00
Jan 22 to Dec 22	Year 3 Access to myRJ System (2022)	01/11/2021	£7995.00
<b>Extras</b>			
	Training (1 Day Excluding expenses)		£660.00
	Early Termination Fee (2020)		£7995.00
	Early Termination Fee (2021)		£3997.50
	Early Termination Fee (2022)		£1998.75

[1] All price are excluding VAT

### Approval

*(By signing below all approvers consent to all Terms and Conditions, Pricing and Service Levels outlined in this Agreement, this conjoined with the signed contract form the complete agreement.)*

Role	Signed	Name	Position	Date
Provider		Andrew Robbins	Director	01/11/19
Provider		Mark Grice	Director	01/11/19
Customer		Emma Goddard	Service Manager	01/11/19

Online Systems

**Licensing Agreement**

Between:

**"The Office of the Police, Fire and Crime Commissioner for Essex"**  
*(trading as Essex Restorative and Mediation Service)*

and

**IVSTITIA LIMITED**  
*(trading as myRJ)*

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THIS AGREEMENT is made on 1<sup>st</sup> November 2019

BETWEEN:

- (1) **The Office of the Police, Fire and Crime Commissioner for Essex**, OPFCC, Kelvedon Park, Riverhall, Essex, CM8 3HB (hereinafter called the "**Authority**"); and
- (2) **Ivstitia Limited** a company registered in England and Wales under company number 0835 0348 and whose registered office is at Allet Barns Business Centre, Allet, Truro, Cornwall, TR4 9DL (the "**Supplier**").

NOW IT IS HEREBY AGREED as follows:

LA-1 TERM OF LICENSING AGREEMENT

LA-2 This Licensing Agreement shall take effect on 1<sup>st</sup> November 2019 (the "**Commencement Date**") and its term ("**Term**") shall expire Thirty Six (36) Months after the Commencement Date, unless it is extended by the Authority at its sole discretion by giving 30 days written notice to the Supplier by one further period of twelve (12) Months and in either case unless it is terminated earlier in accordance with the terms of this Agreement or otherwise by operation of Law.

LA-3 Subject to any Supplemental Terms which may apply for Specific content, the Authority is granted a non-exclusive, non-transferable, licence to access and use the System and Content made available to the Authority for the purposes only of providing professional services to the Authority's clients, and external agencies within the Authority's restorative justice network This licence is subject to the following limitations:

- (a) The right to electronically display Content retrieved from the System is limited to the display of such content to Authorised Users. For the purpose of clarity multiple Authorised Users can access the System at the same point in time but each Username can only be used by a single individual.
- (b) The right to obtain a printout of the Content is limited to a printout of a reasonable portion of the Content obtained using the printing commands of the System or the Authority's web browser software and the creation of a single printout of a reasonable portion of the Materials downloaded via downloading commands of the System or the Authority's web browser software (collectively, "**Authorised Printouts**"); and kept for some legal, regulatory or evidential requirement. This clause is subject to the overriding obligation upon the Authority not to create the Authority's own independently searchable database of the Content. This clause is also restricted to the extent the storage of that Content is not further limited or prohibited by the Supplemental Terms for Specific content; All access to and use of the System via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the System is strictly

prohibited. Use of the System is permitted only via manually conducted, discrete, individual search and retrieval activities.

LA-4 All rights, title, and interest (including all copyrights and other intellectual property rights) in the System belong to the Supplier, or their third party suppliers. The Authority acquires no ownership of copyright or other intellectual property rights or proprietary interest in the System or copies thereof.

LA-5 All rights, title, and interest in the Content belong to the Authority. The Supplier acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Content or copies thereof.

LA-6 The Supplier shall have no control of the Content, which the Authority populate onto the System, and Authority shall assume all data control and legal rights of the data controller.

LA-7 The Authority may not remove or obscure the Supplier's copyright notice or other notices contained in content retrieved from the System.

LA-8 The Authority's authorised employees and support personnel shall be entitled to access and use the System and Content ("**Authorised Users**"). The Authority shall not allow anyone outside of the Authorised Users to access the System and Content.

LA-9 Except for use incidental to occasional, short-term travel, the Authority may not use an identification number to access the System and Content from outside the country for which it was issued.

LA-10 The Authority's identification ID ("**Usernames**") may be restricted from accessing certain content otherwise available on the System.

LA-11 Other than as provided for in clause LA- 1.12 the Supplier will provide the Authority with 14 days notice of any changes, upgrades or planned maintenance to the System. The Supplier shall provide the Authority with full details in writing of any changes or upgrades to the System

LA-12 LA- 1.12 The Supplier may withdraw access to the System without notice if such is required to address any emergency security breaches and or to install any upgrades or patches to address emergency security matters. Where such action is required the Supplier will endeavour to notify the Customer in advance and then following any such event will document to the Authority the background and remedies taken to such event.

LA- 1.13 The Authority shall ensure that each person having access to the System and Content is:

- (a) an Authorised User; and
- (b) using the System and Content only in accordance with the Terms of this Licensing Agreement.

LA-13 SCOPE OF LICENSING AGREEMENT

LA-14 This Licensing Agreement governs the overall relationship between the Authority and the Supplier in respect of the provision of the said Software Services by the Supplier to the Authority and to Other Contracting Bodies.

LA-15 The Authority and Other Contracting Bodies may, at their absolute discretion and from time to time during the Term, order Software Services from the Supplier in accordance with the Ordering Procedures.

## PART TWO: SUPPLIER'S GENERAL LICENSING OBLIGATIONS

### LA-16 WARRANTIES AND REPRESENTATIONS

LA-17 The Supplier warrants represents and undertakes to the Authority that:

LA-18 it has used and shall continue to use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems providing services to data, software or Authority Confidential Information held in electronic form (owned by or under the control of, or used by the Authority or any other Contracting Body); and

LA-19 in entering into this Licensing Agreement, it has not committed any Fraud; and

LA-20 it owns, has obtained, (or has made reasonable endeavours to do so) or shall obtain (or shall make reasonable endeavours to obtain) valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this licensing Agreement which may be entered into with the Authority or Other Contracting Bodies and shall maintain the same in full force and effect for the duration of the Term.

LA-21 For the avoidance of doubt, the fact that any provision within this Licensing Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier.



PART THREE: SUPPLIER'S OBLIGATIONS

LA-22 TERMINATION AND SUSPENSION OF SUPPLIER'S APPOINTMENT

LA-23 Any Supplier failure to comply with the obligations of this Agreement, may lead to this Agreement being terminated or suspended at the Authority's absolute discretion.

LA-24 The Authority may terminate or suspend this Agreement at will by serving notice on the Supplier in writing with effect from the date specified in such notice.

LA-25 CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

LA-26 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either the Authority or the Supplier accrued under this Licensing Agreement prior to its termination or expiry.

PART FIVE: GENERAL PROVISIONS

LA-27 DISPUTE RESOLUTION

LA-28 The Authority and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Authority Representative and the Supplier Representative.

LA-29 If the dispute cannot be resolved by the Parties, the Parties shall refer it to mediation unless the Authority considers that the dispute is not suitable for resolution by mediation.

LA-30 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

LA-31 The obligations of the Parties under this Licensing Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Licensing Agreement at all times.

LA-32 LAW AND JURISDICTION

LA-33 This Licensing Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

LA-34 SEVERABILITY

LA-35 If any provision of this Licensing Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force without affecting the remaining provisions of this Agreement.

LA-36 If any provision of this Licensing Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

LA-37 WAIVER AND CUMULATIVE REMEDIES

LA-38 The rights and remedies provided by this Licensing Agreement may be waived only in writing by the Authority Representative or the Supplier Representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

LA-39 Unless a right or remedy of the Authority is expressed to be an exclusive right or remedy, the exercise of it by the Authority is without prejudice to the Authority's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

LA-40 The rights and remedies provided by this Licensing Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Licensing Agreement.

LA-41 RELATIONSHIP OF THE PARTIES

LA-42 Nothing in this Licensing Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

LA-43 LIABILITY

LA-44 Neither Party excludes or limits its liability for:

LA-45 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

LA-46 bribery, Fraud or fraudulent misrepresentation by it or its employees; or

LA-47 breach of any obligations implied by section 2 of the Supply of Goods & Services Act 1982.

LA-48 the Supplier shall not limit or exclude liability in respect of IPR or Schedule 1(Data Protection)

LA-49 The Supplier's liability in relation to the obligation to pay any Management Charges which are properly due and payable to the Authority shall not be limited.

LA-50 Subject to this Agreement in no event shall either Party be liable to the other for any:



LA-51 loss of profits;

LA-52 loss of business;

LA-53 loss of revenue;

LA-54 loss of or damage to goodwill;

LA-55 loss of savings (whether anticipated or otherwise); and/or

LA-56 any indirect, special or consequential loss or damage.

LA-57 The Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Authority) be recoverable by the Authority:

LA-58 any regulatory losses or fines arising directly from a breach by the Supplier of any Laws; and

LA-59 any additional operational and/or administrative costs and expenses arising from any Material Breach.

LA-60 ENTIRE AGREEMENT

LA-61 Without prejudice to the foregoing, this Licensing Agreement, together other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

LA-62 Each of the Parties acknowledges and agrees that in entering into this Licensing Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Licensing Agreement.

LA-63 Nothing in this Clause shall operate to exclude liability or remedy for Fraud or fraudulent misrepresentation.

LA-64 NOTICES

LA-65 Any notices given under or in relation to this Licensing Agreement shall be in writing by letter, or by email, signed by or on behalf of the Party giving it. If sent by letter, it shall be sent by recorded delivery service and for the attention of the relevant Party or to such other address as that Party may have stipulated.

LA-66 A notice shall be deemed to have been received two (2) Working Days from the date of posting.

LA-67 Either Party may change its address for service by serving notice on the other Party.



LA-68 PREVENTION OF BRIBERY AND CORRUPTION

LA-69 If the Supplier breaches the Bribery Act 2010 in relation to this Agreement, the Authority may terminate this Licensing Agreement.

LA-70 SAFEGUARDING AGAINST FRAUD

LA-71 The Supplier shall notify the Authority immediately and in writing if it has reasons to suspect that any Fraud has occurred, is occurring or is likely to occur save where complying with this provision would cause the Supplier or its employees to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

LA-72 DATA PROTECTION AND DISCLOSURE

LA-73 The provisions shall apply during the Term and for such time as the Supplier holds the Authority Personal Data.

LA-74 The Supplier shall (and shall procure that Supplier's Staff) comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with this Agreement.

LA-75 Where the Supplier is Processing Authority Personal Data for the Authority the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority Personal Data (and to guard against unauthorised or unlawful Processing of the Authority Personal Data and against accidental loss or destruction of, or damage to, the Authority Personal Data) and:

LA-76 provide the Authority with such information as the Authority may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

LA-77 promptly notify the Authority of any breach of the security measures to be put in place pursuant to this Clause; and

LA-78 ensure that it does not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA.

LA-79 The Supplier shall:

LA-80 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the European Economic Area any Authority Personal Data supplied to it by the Authority without the prior Approval of the Authority and, where the Authority consents to such processing, storing, accessing or transfer outside the European Economic Area, to comply with:

LA-81 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Authority Personal Data that is so Processed, stored, accessed or transferred;

LA-82 any reasonable instructions notified to it by the Authority or Contracting Body concerned; or,

LA-83 either incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

LA-84 FREEDOM OF INFORMATION

LA-85 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with its Information disclosure obligations.

LA-86 The Supplier shall:

LA-87 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information; and

LA-88 provide all necessary assistance reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

LA-89 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

LA-90 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

LA-91 The Supplier acknowledges that the Authority may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier:

LA-92 in certain circumstances without consulting the Supplier; or

LA-93 following consultation with the Supplier and having taken its views into account;

provided always that the Authority shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

LA-94 The Supplier acknowledges that the description of information as Commercially Sensitive Information is of an indicative nature only and that the Authority may be obliged to disclose it in.

LA-95 CONFIDENTIALITY



LA-96 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:

LA-97 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

LA-98 not disclose any Confidential Information belonging to the other Party to any other person without the prior written approval of the other Party, except to such persons and to such extent as may be necessary for the performance of this Agreement or is a requirement of Law.

LA-99 The Supplier shall take all necessary precautions to ensure that all Authority Confidential Information obtained under or in connection with this Agreement:

LA-100 is given only to the Supplier Staff engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement; and

LA-101 is treated as confidential and not disclosed (without Approval) or used by any Supplier Staff otherwise than for the purposes of and in accordance with this Agreement.

LA-102 The Supplier shall ensure that the Supplier Staff are aware of the Supplier's confidentiality obligations under this Agreement and shall use its best endeavours to ensure that the Supplier Staff comply with the Supplier's confidentiality obligations under this Agreement.

LA-103 And shall not apply to any Confidential Information received by one Party from the other which:

LA-104 is or becomes public knowledge;

LA-105 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

LA-106 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

LA-107 is information independently developed without access to the Confidential Information;

LA-108 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, and/or the FOIA, or the Environmental Information Regulations; or

LA-109 is used for the purpose of obtaining professional advice.

LA-110 Nothing in this Agreement shall prevent the Authority from disclosing the Supplier's Confidential Information:

LA-111 for the purpose of the examination and certification of the Authority's accounts;

LA-112 for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

LA-113 to any government department or any Other Contracting Body and the Supplier hereby acknowledges that all government departments or Contracting Bodies receiving such Supplier's Confidential Information may further disclose the Supplier's Confidential Information to other government departments or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body; or

LA-114 for the purpose of disseminating knowledge of the Software Services and their respective performance to Other Contracting Bodies.

LA-115 The Supplier acknowledges and agrees that for the purpose of ensuring consistent behaviour between the Customers and Suppliers to this agreement, information relating to Orders placed by a Contracting Body, including pricing information.

LA-116 may be published by the Authority; and

LA-117 may be shared with Other Contracting Bodies from time to time. Where such information is shared with Other Contracting Bodies, the Authority shall notify the recipient of such information that its contents are confidential.

LA-118 In the event that the Supplier fails to comply, the Authority reserves the right to terminate this Agreement with immediate effect by notice in writing.

LA-119 The Supplier will immediately notify the Authority of any breach of security in relation to Authority Confidential Information obtained in the performance of this Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Authority Confidential Information however it may be recorded. The Supplier will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Authority Confidential Information.

#### LA-120 TRANSPARENCY

LA-121 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

LA-122 Notwithstanding any other term of this Licensing Agreement, the Supplier hereby gives his consent for the Authority to publish this Licensing Agreement in its entirety, (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.

LA-123 The Authority may consult with the Supplier to inform its decision regarding any FOIA exemptions but the Authority shall have the final decision in its absolute discretion.

LA-124 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement. It is not the Authority's intention to publish Supplier designs or processes, Supplier IPR or the details from accreditation supporting documentation.

LA-125 EQUALITY AND DIVERSITY

LA-126 The Supplier shall:

LA-127 perform its obligations under this Licensing Agreement in accordance with:

FW-28.1.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

FW-28.1.1.2 any other requirements and instructions which the Authority and/or the Contracting Body reasonably imposes in connection with any equality obligations imposed on the Authority and/or the Contracting Body at any time under applicable equality Law.

LA-128 OFFICIAL SECRETS ACTS

LA-129 The Supplier shall (where applicable) comply with and shall ensure that the Supplier Staff comply with, the provisions of:

LA-130 the Official Secrets Act 1911 to 1989; and

LA-131 Section 182 of the Finance Act 1989.

LA-132 In the event that the Supplier or the Supplier Staff fail to comply with this Clause, the Authority reserves the right to terminate this Licensing Agreement with immediate effect by giving notice in writing to the Supplier.

LA-133 LA-137 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

LA-134 LA-138 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.



BY SIGNING AND RETURNING THIS LICENSING AGREEMENT ALL PARTIES AGREES to comply with all the terms of this Licensing Agreement.

The Parties hereby acknowledge and agree that they have read the terms of this Licensing Agreement and its Schedules and by signing below agree to be bound by the terms.

Signed as a DEED for and on behalf of IVSTITIA LIMITED

Company Name:

Signature: 

Name: Andrew Robbins

Position: Managing Director

Date: 1<sup>st</sup> November 2019

Signed as a DEED for and on behalf of The Office of the Police, Fire and Crime Commissioner for Essex.

Signature:

Name:

Position:

Date:

**Schedule 1 Definitions and Interpretation**

**S1-1 INTERPRETATION**

S1-2 In this Agreement the following expressions have the following meaning:

<b>Adequate</b>	means that the relevant contractual clauses provide sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights as required by Article 26 (2) Directive 95/46/EC and the DPA;
<b>Agreement</b>	Means this contract, and all it's Schedules
<b>Approval</b>	means the prior written consent of the Authority and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>Authorised Users</b>	Users who have been granted access to use the online system.
<b>Authority Representative</b>	means the representative appointed by the Authority from time to time in relation to this Agreement;
<b>Authority's Confidential Information</b>	means all Authority's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
<b>Authority Personal Data</b>	means the personal data supplied by the Authority to the Supplier and for the purposes of or in connection with this Framework Agreement " <b>Personal Data</b> " shall have the same meaning as set out in the Data Protection Act 1998;
<b>Commercially Sensitive Information</b>	means information provided by the Supplier to the Authority or to the Customer which is a trade secret but this definition does not include the material proposed to be published by the Authority under Clause FW-27 (Transparency)of this Framework Agreement;
<b>Confidential Information</b>	means the Authority's Confidential Information and/or the Supplier's Confidential Information;
<b>Content</b>	means information entered into the systems that is controlled and managed by the individual entering that information
<b>Contracting Bodies</b>	means the Authority and any other person as listed in the OJEU Notice or Regulation 3 of the Public Contracts Regulations 2006, as amended from time to time;

<b>Customer</b>	means the customer as identified in the Order Form;
<b>Customer's Confidential Information</b>	means all Customer Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
<b>Customer Data</b>	means data that is owned or managed by the Customer;
<b>Customer Personal Data</b>	means the Order Personal Data and / or Service Personal Data;
<b>Customer Representative</b>	means the representative appointed by the Customer from time to time in relation to this Call-Off Agreement;
<b>Data Controller</b>	shall have the same meaning as set out in the Data Protection Act 1998 and the GDPR as applicable, as amended from time to time;
<b>Data Processor</b>	shall have the same meaning as set out in the Data Protection Act 1998, and the GDPR, as applicable and as amended from time to time;
<b>Data Protection Legislation or DPA</b>	means <ul style="list-style-type: none"> <li>i) the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner;</li> <li>ii) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;</li> <li>iii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and</li> <li>iv) all applicable Law about the processing of personal data and privacy</li> </ul>
<b>Data Subject</b>	shall have the same meaning as set out in the Data Protection Act 1998, and the GDPR as applicable, as amended from time to time;
<b>Default</b>	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier in connection with or in relation to this Framework Agreement or the Call-off



	Agreement and in respect of which the Supplier is liable to the Authority and in relation to the Call-Off Agreement, the Supplier is liable to the Customer;
<b>DPA 2018</b>	Data Protection Act 2018
<b>Environmental Information Regulations</b>	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure</b>	<p>means any event, occurrence or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party;</li> <li>b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>c) acts of government, local government or Regulatory Bodies;</li> <li>d) fire, flood, any disaster and any failure or shortage of power or fuel;</li> <li>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available;</li> </ul> <p>provided always that:</p> <ul style="list-style-type: none"> <li>i. any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Sub-Contractor's supply chain; and</li> <li>ii. any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;</li> </ul> <p>shall not constitute a Force Majeure;</p>
<b>Fraud</b>	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;
<b>GDPR</b>	The General Data Protection regulation *Regulation (EU) 2016/679)
<b>Good Industry Practice</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000, as amended from time to time;
<b>Intellectual Property Rights or IPR</b>	means:  a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and all other rights having equivalent or similar effect in any country or jurisdiction;
<b>Law</b>	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;
<b>Licencing Agreement</b>	Refers to this document and the Service Level Agreement combined.
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>Materials</b>	This defines reports, documents and images stored on the online system.
<b>Material Breach</b>	means:  a) a material breach of the Framework Agreement Clause FW-19 and/or breach by the Supplier of the following Clauses in the Framework Agreement: Clause FW-7 (Warranties and Representations), Clause FW-8 (Provision of Management Information), Clause FW-9 (Management Charge), Clause FW-22 (Prevention of Bribery & Corruption), Clause FW-23 (Safeguarding against Fraud), Clause FW-24 (Data Protection & Disclosure), Clause FW-28 (Equality & Diversity), Clause FW-29 (Official Secrets Acts), Schedule 5 (Records and Audits Access); and/or b) a material breach of the Call-Off Agreement and/or breach by the Supplier of any of the following Clauses in the Call-Off Agreement: Clause CO-3 (Protection of Information), CO-4 (Confidentiality), Clause CO-5 (Customer Data), Clause CO-8 (Official Secrets Acts 1911 to 1989);
<b>Management Changes</b>	Once service provision and documents have been agreed and approved by both parties, all changes in the scope or work will have to be approved and financial impact assessed.



<b>Ministry of Justice Code</b>	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000;
<b>Month</b>	means a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
<b>Other Contracting Bodies</b>	means all Contracting Bodies except the Authority (such as the service provider, their subcontractors and any referring partner agencies);
<b>Online System</b>	myRJ – Restorative Justice Case Management System.
<b>Ordering Procedure</b>	The process of the supplier making contact to seek updates, paid support and / or bespoke reporting.
<b>Party</b>	means:  a) for the purposes of the Agreement, the Authority or the Supplier; " <b>Parties</b> " shall be interpreted accordingly;
<b>Personal Data</b>	shall have the same meaning as set out in the Data Protection Act 1998, and the GDPR as appropriate;
<b>Processing</b>	has the meaning given to it under the Data Protection Act 1998 as amended from time to time but, for the purposes of this Framework Agreement and Call-Off Agreement, it shall include both manual and automatic processing. " <b>Process</b> " and " <b>Processed</b> " shall be interpreted accordingly;
<b>Regulations</b>	means the Public Contracts Regulations 2006, as amended from time to time;
<b>Regulatory Bodies</b>	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority or Other Contracting Body or the Supplier or its Parent Company;
<b>Relevant Person</b>	means any employee, agent, servant, or representative of the Authority, any other public body or person employed by or on behalf of the Authority, or any other public body;
<b>Request(s) for Information</b>	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b>Service Personal Data</b>	means the personal data supplied by the Customer to the Supplier in the course of the use of the Software Services for purposes of or in connection with this Agreement. " <b>Personal Data</b> " shall have the same meaning as set out in the Data Protection Act 1998;
<b>Software Services</b>	Means the System and Content



<b>Supplier's Confidential Information</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information (whether or not it is marked as "confidential");
<b>Supplemental Terms</b>	Refers to additional terms outlined in conceding documents such as the Service Level Agreement.
<b>Supplier Representative</b>	means the representative appointed by the Supplier from time to time in relation to this Agreement;
<b>Supplier Staff</b>	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement ;
<b>System</b>	means the online case management software under the name of myRJ, myVCU or myDV
<b>Term</b>	means the term of this Agreement
<b>Username</b>	The unique name used to log into the online system.
<b>Working Days</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales; and