

Dated 7 February 2025



Home Office

**(1) THE SECRETARY OF STATE FOR THE HOME
DEPARTMENT**

-and-

(2) KIM SOFTWARE SOLUTIONS LIMITED

AGREEMENT

relating to the supply of

ePMS Configuration and Integration Services

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THIS AGREEMENT is made on this 7th day of February 2025

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** acting through the Home Office whose principal place of business is at 2 Marsham Street, London, SW1P 4DF (the "**Customer**"); and
- (2) **KIM SOFTWARE SOLUTIONS LIMITED (COMPANY NUMBER: 03691242)** whose registered address is at 2 Castle Business Village, Station Road, Hampton, England, TW12 2BX (the "**Supplier**")

The Customer and the Supplier together the "**Parties**".

BACKGROUND

- a. The Parties previously contracted, via the Call-Off Contract, dated 21 April 2021, in accordance with the provisions of the G-Cloud 12 Framework Agreement (RM1557.12) for the provision of the ePMS configuration and integration services.
- b. The Call Off Contract expired on 3 December 2024.
- c. The Parties have now agreed to re-contract for the ePMS configuration and integration services via a direct award on the basis that clause 32 (2)(b)(ii) of the Public Contracts Regulations applies.

IT IS AGREED as follows:

1. Agreement Period

- 1.1 This Agreement shall commence on 10 February 2025 (the "**Agreement Commencement Date**") notwithstanding the date when this Agreement is signed by both Parties.
- 1.2 This Agreement shall start on the Agreement Commencement Date for an initial period of two (2) years until 9 February 2027 inclusive. This Agreement can be extended by the Customer for two (2) periods of up to twelve (12) months each, by giving the Supplier four (4) weeks' written notice before the expiry of the then current term (the "**Term**").

2. Customer Core Service Requirements

2.1 The services required are outlined below and detailed in the Call Off Contract, dated 21 April 2021 (the “**Services**”):

2.1.1 To conduct feasibility/ assessment/ migration, implementation, development, configuration, data import, migration, system integration, training re: the ePMS application.

3. Agreement Terms and Conditions

3.1 The Parties have agreed that the Supplier shall supply the Services to the Customer on the same terms and conditions as set out in the Call Off Contract dated 21 December 2021, unless otherwise amended by this Agreement.

3.2 Words and expressions in this Agreement shall have the meanings given to them in the Call Off Contract and this Agreement.

3.3 Where there is a conflict between the Call Off Contract and this Agreement, this Agreement shall take precedence.

4. Agreement Charges and Payment

4.1 The Agreement Value will be £666,666 (including 20% contingency and excluding VAT).

4.2 The Key Personnel and agreed Rate Card (excluding VAT) are detailed in the tables below.

Table of Key Personnel

Name	Role	SFIA Day Rate	Details
██████████	Project Manager	██████████	FT
██████████	Development Director	██████████	FT
██████████	Developer	██████████	FT

██████	Developer	██████	FT
██████████	Developer	██████	FT

The Supplier's SFIA Day Rate Card:

SFIA Job Area					
SFIA	SFIA Staff Grade	Developers	Configuration Support	Solution Development & Technical Architecture	Testing and QA
1	Follow				
2	Assist				
3	Apply				
4	Enable				
5	Ensure/Advise	██████	██████	██████	██████
6	Initiate/Influence	██████	██████	██████	██████
7	Set Strategy/Inspire	██████	██████	██████	██████

5. The Parties can agree multiple Statement of Works (SOW) provided that the cumulative of which does not exceed the Agreement Value. The Parties intend that this Agreement will not itself oblige the Customer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of a SOW.
6. The Agreement charges will be calculated in accordance with the Rate Card at 4.2. Charges may be mutually agreed on a Time and Materials (T&M) or Firm Price basis from time to time, prior to the commencement of work by the Supplier.
- 6.1 The Supplier shall issue electronic invoices in arrears to the addresses at 4.4.1 and payment shall be made via BACS:

4.4.1 the Home Office Shared Service Centre at:
HOSupplierinvoices@homeoffice.gov.uk; and

[REDACTED]

6.2 If the Supplier has a query regarding an outstanding payment it shall contact the Customer's Accounts Payable section, either: (a) by email to finance-ap@enquiries@homeoffice.gov.uk; or (b) by telephone 0345 010 0125 between 09:00- 17:00 Monday to Friday.

6.3 For the Supplier's information, the Home Office Shared Service Centre's address is: Accounts Payable Home Office HO Box 5015 SSCL Phoenix House Newport NP10 8FZ.

6.4 The Customer will pay the Supplier within thirty (30) days of receipt of a valid invoice submitted in accordance with this Agreement.

7. Formation of the Agreement

7.1 By signing and returning this Agreement (which may be done by electronic means) the Supplier agrees to enter an agreement with the Customer to provide the Services.

7.2 The Parties hereby acknowledge and agree that by signing below they agree to be bound by this Agreement and the Call-Off Contract.



7.3 The Parties hereby acknowledge and agree that this Agreement shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Agreement from the Supplier.

Signed for and on behalf of the Supplier who is an authorised representative of the Supplier:

Name and Job Title:	[REDACTED], Managing Director
Signature:	[REDACTED]

Date:	10/02/2025
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Signed for and on behalf of the Customer who is an authorised representative of the Customer:

Name and Job Title:	 , Associate Commercial Specialist
Signature:	
Date:	07/02/2025