

Order Form

This Order is made pursuant to the terms of a Framework Agreement between the Contractor (as defined below) and the Police and Crime Commissioner for Nottinghamshire dated 27th November 2017 ("**Framework Agreement**"). The Customer placing the Order is one of the Contracting Bodies named in the Framework Agreement and it is placing such Order on the basis that the Call-Off Terms set out in Schedule 3 to the Framework Agreement shall apply to the provision of the services detailed in this Order.

Date	5/7/21	Order Reference	701575685
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FROM:

Customer	Ministry of Defence Police (MDP) "Customer"
Account Number	D0790, 72659 Branch 64
Customer's Address for Notices	Crime Command, MDP HQ, Building 1071, Wethersfield, Essex CM7 4AZ
Invoice Address	Name: Address: As above Tel: e-mail: Name: Iain McLean (Comrcl Mgr) Address: Kentigern House, 65 Brown Street, Glasgow, G2 8EX Tel: +44 (0) 141 224 2681 e-mail: iain.mclean118@mod.gov.uk
Principal Contact:	Name

TO:

Contractor	Experian "Contractor"
Contractor's Address for Notices	The Sir John Peace Building Experian Way NG2 Business Park Nottingham NG80 1ZZ
Account Manager	Name: Danny Hudson Address: As above

Tel: 07970 959316

e-mail: Danny.Hudson@experian.com

1. CONTRACT PERIOD

- 1.1 This Call-Off Contract shall take effect on **1st April 2021** (the “Commencement Date”).
- 1.2 The Contract Period shall be: **1st April 2021 – 31st March 2024** (“Contract Period”)

2. SERVICES REQUIREMENTS

2.1 Description of Services

The Contractor agrees to supply the following data services:

Investigator Online

Experian’s Investigator Online service (IOL) provides integrated, real-time access to Experian’s consumer and business information databases using a range of search capabilities.

The product is a web-based service, which will enable authorised court officers to access information about an individual, a limited company or a non-limited company. Subject to compliance with the requirements of data protection legislation, authorised users may input information to receive a report in real-time, which can be viewed immediately or saved for action at a later date.

ForceView

ForceView is a web-based service made available to police forces to assist in relation to the national vetting policy for the police community, set out by the Association of Chief Police Officers Professional Standards Committee.

ForceView provides access to credit report data on an individual - including their financial records - for the purpose of employment vetting of candidates and / or incumbents of certain roles within a qualifying police force. The roles may vary in seniority but the individual will be engaged in activities deemed by the qualifying police force as posing a level of risk such that this level of checking is appropriate.

The subject's consent is obtained by way of his / her signed declaration on the appropriate vetting questionnaire and allows for initial and ongoing checks where they are necessary, proportionate and notified to the subject. Experian records details of the search but these are not available to lenders to assess the subject's ability to obtain credit.

e-Series Business / Business IQ

An integrated, web-based platform, powered by Experian’s business, director, consumer and payment performance information,

Each of the Services will be configured in accordance with Experian’s standard configuration from time to time.

The Customer acknowledges that the Services comprise the provision of data which the Customer

is licensed to use on the terms set out in this Agreement. No Deliverables will be created under this Agreement. As the Services are based on data provided to Experian by third parties, the accuracy of which Experian is not able to guarantee, the Services are not intended to be used as the sole basis of any decision.

2.2 Relevant Convictions

For the purposes of Clause **Error! Reference source not found.** of the Call-Off Terms, a Relevant Conviction is determined by the Contractor in accordance with its employee vetting policies.

3. ADJUSTMENT TO PAYMENT TERMS

As per the terms of the Framework Agreement, the Charges below are based on a license fee that has been calculated using the previous 12 months usage by the Customer. If at the end of the contract term the number of enquiries that has been processed by Experian at the force's request exceeds the forecasted volume by more than 10% then the excess transactions will be charged at the transactional equivalent rate agreed at the commencement date (those set out in the table below).

Report Type	Price	Annual Count	Total Amount
One Stop Search Reports (IOL)			
Business Search Reports			
Forceview (Vetting) Reports			
Trace Type (IOL)			
name and post code trace			
name and address			
name and dob			
directors			
telephone trace			
Bank Trace			
credit card			
address trace			
Additional Services (IOL)			
connections			
add link searches			
super search			
APACs			
DOB retrieval			
Land Registry			
Residency score retrieval			
Non-Financial Report			

Monthly Total			
Total (3 years)			

For reference, the Charges are set out in Schedule 7 of the Framework Agreement.

4. SPECIAL TERMS
<p>4.1 Required Insurances</p> <p>None</p> <p>4.2 Additional Terms</p> <p>For the purposes of these Special Terms, “Contractor Data” means any data (including Personal Data) or scores supplied by the Contractor to the Customer in connection with this Agreement; “Crime Prevention Purposes” means the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security; “Data Protection Laws” means the Data Protection Act 1998 (to the extent that it remains in force from time to time) and the General Data Protection Regulation and any other UK data protection law (each with effect from the date on which it comes part of UK law); and “Processor” has the meaning set out in Data Protection Laws.</p> <p>2. General Compliance</p> <p>(a) Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Data Protection Laws which are applicable to that party.</p> <p>(b) The Customer shall use the Services for its own internal purposes only and shall not sell, transfer, sub-license or otherwise make the Services or Contractor Data available to any third party nor use the Services or Contractor Data on behalf of any third party.</p> <p>(c) The Contractor Data is confidential information and the Customer shall not disclose any Contractor Data to any third party unless required by law.</p> <p>3. Terms Relating to the Investigator Online Service</p> <p>The following provisions apply to use of the Investigator Online Service:</p> <p>(a) The Customer’s request for the processing of personal data must be necessary and validly requested in compliance with Data Protection Laws for Crime Prevention Purposes.</p> <p>(b) If requested to do so, the Customer agrees to provide written evidence to the Contractor evidencing the necessity and validity of the Customer’s request for a search and the Authority’s compliance with Data Protection Laws, in connection with that search. If the Customer fails to comply with this clause, without limitation to the Contractor’s other rights and remedies the Contractor can refuse to perform that search and/or suspend and/or terminate the Services (without liability to the Customer).</p> <p>(c) The Customer may only request and use the Services in connection with Crime Prevention Purposes (in each case as applicable to that search). Unless required by</p>

law, the Customer must only give the Contractor Data to its officers or employees (or both) who need to use it for Crime Prevention Purposes (in each case as applicable to that search).

- (d) The Customer will appoint a senior officer (being a person of suitable expertise and seniority) who will have responsibility for ensuring that the Customer complies with these Special Terms and its obligations under Data Protection Laws in respect to its use of the Services ("Senior Officer"). The Customer will provide the Contractor with the name and contact details of the Senior Officer. The Senior Officer will immediately notify the Contractor of any breach of these conditions by the Customer or any irregular activity with regard to the Customer's search requests or use of these Services or otherwise.
- (e) Any request from the Customer with regard to the full electoral roll shall be made in accordance with The Representation of the People Act 2000 and any regulations made thereunder (including without limitation, The Representation of the People Regulations 2002) as amended from time to time ("ROPA Laws");
- (f) Where the Customer appoints the Contractor to provide and/or process the full electoral roll for the Customer, the Contractor shall do so for the purposes of providing the Services to the Customer subject to the Customer's entitlement to request such a Service being permitted in all respects under ROPA Laws;
- (g) The Customer warrants that any such request for the Contractor to process the full electoral roll (whether or not the Contractor provides or only processes the full electoral roll information supplied by the Customer), shall be fully in accordance with the rights and restrictions applicable to the Customer under ROPA Laws;
- (h) If the Customer's entitlement under ROPA Laws to make such a request for the Contractor to process the full electoral roll (whether or not the Contractor provides or only process the full electoral roll information supplied by the Customer) change at any time during the Contractor's execution of the Customer's request, the Customer undertakes to inform the Contractor promptly of such change in entitlement and acknowledges that upon such notice the Contractor may (at the Contractor's sole discretion) not begin or cease processing and/or not supply the full electoral roll information to the Customer; and
- (i) Where the Customer will provide a copy of the Customer's full electoral roll information to the Contractor to process on the Customer's behalf the Contractor shall hold and process such information as data processor on the Customer's behalf for the purposes of providing the Services to the Customer.
- (j) The Contractor may remove access to Google Maps at any time if required to do so by its licensor.

4. Terms Relating to Forceview Service

The following terms apply to use of the Forceview Service:

- (a) The Customer shall ensure it has obtained the consent of each data subject prior to requesting a search.
- (b) The Forceview Service shall be used solely for the purpose of employee vetting where the relevant individual is engaged in activities deemed by the Customer as posing a level of risk such that this level of checking is appropriate.

5. Terms Relating to Business Information Services

The following terms apply to use of Business Information Services:

- (a) The Customer acknowledges that the Contractor may cease to provide Business Information Services via any particular platform during the Term and agrees to Business Information Services being supplied via a replacement platform with comparable functionality. Where the Contractor intends to migrate Business Information Services to the replacement platform, it shall provide not less than 30 days' prior written notice and the Customer shall provide such co-operation as the Contractor reasonably requires to complete the migration.
- (b) The Customer acknowledges that the Contractor Data may contain data licensed to the Contractor by third parties. Certain of those third parties require Experian to identify them as a source of data, as set out at www.experian.co.uk/attributionstatements

6. Security Terms

- (a) The Authority must follow any rules and guidelines notified to it by the Contractor that apply to the way in which the Customer uses the Services.
- (b) Access to the Services is granted only through digital certificates provided by the Contractor or a suitable replacement provided by the Contractor (including "2-factor authentication"). The Customer agrees that it will follow any reasonable instructions the Contractor may issue with regard to the use of these certificates or replacement
- (c) The Contractor refers to account numbers, identification codes and passwords used to access the Services as 'Authority ID'. The Customer is responsible for making sure that it keeps the Authority ID secure. The Contractor will not be responsible for any losses arising from anyone using the Authority ID, whether authorised by the Customer or not. The Customer also agrees that it will:
 - maintain appropriate technical and organisational security measures and procedures to prevent the Authority ID being accidentally given to or used by unauthorised people;
 - tell the Contractor as soon as the Customer becomes aware that anyone has found out or used the Authority ID without the Customer's permission, or if any equipment the Customer uses to access the Services is stolen; and
 - be responsible for all charges connected to the Authority ID, whether or not the Customer authorises these charges.
- (d) The Contractor may cancel or suspend the use of the Authority ID if:
 - The Customer breaches any of its obligations under these Special Terms; or
 - The Contractor is told about, or becomes aware of, any unauthorised or improper use of the Authority ID (either by the Customer or by someone else), or that any equipment the Customer uses to access the Services has been stolen.

7. Data Processor Terms

- (a) Each party warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the Personal Data of the other party appropriate to the risk presented by its processing.
- (b) The Customer instructs the Contractor to, and agrees that Contractor may, process any Personal Data supplied to the Contractor for the purposes of the Contractor providing the Services as contemplated by this Agreement, and for such other purposes as the parties may agree from time to time (the "Agreement Purposes").
- (c) The Contractor agrees that when, and to the extent that from time to time, it is a Processor of Personal Data on behalf of the Customer it shall:
 - (i) process such Personal Data only in accordance with the Customer's instructions referred to in (b) above, and any other instructions agreed by the parties from time to time;
 - (ii) not transfer such Personal Data outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to the Contractor in order to support and maintain the Services, or as otherwise agreed by the parties from time to time, (provided that this shall not limit any transfers which the Contractor makes as a data controller);
 - (iii) ensure that persons authorised to process such Personal Data have committed themselves to confidentiality;
 - (iv) not appoint any other Processor, other than as agreed by the parties from time to time (but the Contractor shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific processing activities on behalf of the Contractor);
 - (v) ensure that where the Contractor appoints another Processor, that Processor is subject to contract obligations as required by Data Protection Laws;
 - (vi) taking into account the nature of the processing the Contractor carries out as a Processor under this Agreement, assist the Customer by appropriate technical and organisational measures, insofar as this possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject rights under Data Protection Laws;
 - (vii) (at the request of the Customer) comply with its obligations relating to:
 - the return or destruction of data on termination of this Agreement or the Agreement Purposes, and
 - any audit rights under this Agreement;
 - (viii) notify the Customer without undue delay after becoming aware of a personal data breach (as defined in GDPR) relating to the Customer's Personal Data.




BY SIGNING THIS ORDER FORM THE PARTIES AGREE to enter a legally binding contract on the terms set out in this Order, which incorporates the Call Off Terms set out in Schedule 3 of the Framework Agreement.

For and on behalf of the Contractor:

Name and Title	Adam Bibby
Position	Head of Sales
Signature	
Date	14 July 2021

For and on behalf of the Customer:

Name and Title	Iain McLean – Def Com-HO BP3-2b
Position	Commercial Officer
Signature	
Date	5 July 2021