



WORK ORDER

This document is a Work Order according to the definitions contained within the provisions of the Call Off Agreement between MATRIX SCM LTD and Hertfordshire Constabulary ("Contracting Authority"). The terms and conditions included in this Work Order shall have the meanings ascribed to them respectively in the Supplier Agreement with the SPS Supplier and/or the Call Off Agreement and as may be appropriate according to their usage in this Work Order.

We are delighted to advise that MATRIX SCM LTD have been authorised to obtain the following services from Agilisys Limited (Supplier).

Project Title	Contact Centre Automation– Soroco Scout
Project Number:	1779
Supplier:	Agilisys Limited
For the attention of:	Hertfordshire Constabulary
Address:	Stanborough Road, Welwyn Garden City , AL8 6XF,

Category	ICT
Sub-Category	Application Delivery & Services
Project Description / Summary	<p>A contractor is sought to deploy scirocco scout software into the FCR to help identify duplication of input or processes within the FCR call handling and deployment cycle to increase capacity through automation of processes.</p> <p>The FCR has been understaffed for the last 2 years which in conjunction with an increase in demand both nationally and locally has impacted on performance.</p> <p>This work aims to support of the force priority of preventing harm by increasing the capacity within the FCR to provide a more efficient service with a focus on those that need the most support.</p> <p>The Services provided under this Work Order will be as described in the Project Specification provided by the Contracting Authority and available at Matrixprism.com, or such</p>

	other address as shall be notified from time to time, together with any additional requirements agreed between the Parties and included in this Work Order.
--	---

Additional or Special Clauses									
Project Commencement Date	Jan 30, 2024								
Project Completion Date	Apr 30, 2024								
Total price payable	76000.00								
Insurance	<p>1 During the term of this Agreement the SPS Provider shall at its own cost, effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover, in relation to any one claim or series of claims:</p> <table><thead><tr><th></th><th>Amount (£)</th></tr></thead><tbody><tr><td>Public Liability</td><td>2000000.00</td></tr><tr><td>Employers Liability</td><td>2000000.00</td></tr><tr><td>Professional Indemnity</td><td>2000000.00</td></tr></tbody></table> <p>2 The SPS Provider shall produce to Matrix on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance policy or policies of insurance providing as a minimum levels of cover set out above.</p> <p>3 Matrix may from time to time specify additional requirements. Such additional requirements shall be acceptable to this Work Order only.</p>		Amount (£)	Public Liability	2000000.00	Employers Liability	2000000.00	Professional Indemnity	2000000.00
	Amount (£)								
Public Liability	2000000.00								
Employers Liability	2000000.00								
Professional Indemnity	2000000.00								
Purchase Order Number	HAN27790								

Milestone reporting and Payment (Subject to agreed 'Milestone Payment Reports')

Milestone	Milestone End Date	
Consulting services end Month 1 Automation Business Analysis (10 days) Project Management and Oversight (3 days)	29/02/2024	

Consulting services end Month 2 Automation Business Analysis (8 days) Project Management and Oversight (3.5 days)	31/03/2024		
Consulting services end Month 3 Automation Business Analysis (8 days) Project Management and Oversight (3 days)	30/04/2024		
Soroco Scout License Soroco Scout Licenses (8 week PoV term) with: Process Discovery, Task Discovery, Work Insights, Studio - 5 Processes - 30 Scout Users - 1 studio User	31/01/2024		

Work order terms:

TERMINATION

- 1 The SPS Provider acknowledges that a Relevant Authority may, pursuant to a Relevant Call-Off Contract, terminate any Work Order arising under this Agreement where, in the reasonable opinion of the Relevant Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Matrix, Matrix Personnel or the SPS Provider and the duties owed to the Relevant Authority under the provisions of the Call-Off Contract or the relevant Work Order (as the case may be) which is not immaterial and which if capable of remedy is not remedied within eighteen (18) Business Days of the day of receipt of notice from the Relevant Authority giving details of the breach and requiring its remedy.

RELEVANT AUTHORITY PREMISES

- 2 The Parties intend that each Relevant Authority shall provide the SPS Provider with access to such parts that Relevant Authority's premises as the SPS Provider reasonably requires for the purposes only of properly providing the Specialist Professional Services.
- 3 The Parties intend that each Relevant Authority shall provide the SPS Provider with such accommodation and facilities in that Relevant Authority's premises as is agreed by Matrix and the Relevant Authority from time to time.

PAYMENT AND CHARGES

- 4 Should the Work Order require, payment to the SPS Provider will be made on delivery of Milestones. Once a Milestone is reached, the SPS Provider will complete a Milestone Payment Report on the Matrix MM portal, for the approval of the Contracting Authority which demonstrates that the Milestone has been successfully reached.

- 5 In consideration of the provision by the SPS Provider of the Specialist Professional Services pursuant to this Work Order, Matrix shall pay the Charges to the SPS Provider in accordance with this clause 9 of the Supplier Agreement and the details included within this Work Order.
- 6 In consideration of the provision of any Additional Services by the SPS Provider in, Matrix shall pay the Additional Charges to the SPS Provider in accordance with clause 9 of the Supplier Agreement and the details included within this Work Order.
- 7 Matrix may at any time require the SPS Provider by an express written request or via the online platform to perform any Additional Services and the SPS Provider agrees to use its reasonable endeavours to provide such Additional Services. Prior to performing any Additional Services, the Parties shall agree on the Additional Charges and the Milestones for payment of the Additional Charges unless provided in the relevant Work Order. For the avoidance of doubt, if any Additional Services arise from or in connection with any act, omission, negligence or default of the SPS Provider, the SPS Provider shall not be entitled to any Additional Charges and/or any additional fees, costs and expenses in respect of such Additional Services unless expressly agreed in writing by Matrix.
- 8 Matrix reserves the right to withhold payment of all of the relevant part of an invoice without payment of interest where the SPS Provider has either failed to provide the Specialist Professional Services at all or the Specialist Professional Services have been provided inadequately and any invoice relating to such Specialist Professional Services will not be paid unless or until the Specialist Professional Services have been performed to Matrix's and the Relevant Authority's reasonable satisfaction. Where Matrix intends to withhold payment, it shall provide written notice to the SPS Provider detailing the sum to be withheld and the basis for doing so.
- 9 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 21. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until twenty (20) days after resolution of the dispute between the Parties, subject to the Late Payment of Commercial Debt (Interest) Act 1998.
- 10 Interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 11 The Charges, Additional Charges and any other payments due under this Agreement are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by Matrix following delivery of a valid VAT invoice. The SPS Provider shall indemnify Matrix against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on Matrix or the Relevant Authority at any time in respect of the SPS Provider's failure to account for, or to pay, any VAT relating to payments made to the SPS Provider under this Agreement.
- 12 Either Party may retain or set off any sums owed to it by the other Party which have fallen due and payable against any sums due from it to the other Party under this or any other Work Order.

PERSONNEL USED TO PROVIDE THE SPECIALIST PROFESSIONAL SERVICES

- 13 At all times, the SPS Provider shall ensure that:
 - 13.1 each of the SPS Provider's Personnel is suitably qualified, adequately trained and capable of providing the applicable Specialist Professional Services in respect of which they are engaged;
 - 13.2 there is an adequate number of SPS Provider's Personnel to provide the Specialist Professional Services properly;

- 13.3 all of the SPS Provider's Personnel comply with all of the Mandatory Policies and all of the Relevant Authority's policies which have been provided in writing to the SPS Provider, including those that apply to persons who are allowed access to the Relevant Authority's premises.
- 13.4 any sub-contractors utilised by the SPS Provider, and with prior agreement of the Relevant Authority, will comply with clauses 13.1 to 13.3
- 14 The SPS Provider acknowledges that the Relevant Authority may refuse to grant access to, and remove from such Relevant Authority's premises, any of the SPS Provider's Personnel who do not comply with any such policies such Relevant Authority's policies which have been provided in writing to the SPS Provider.
- 15 The SPS Provider shall replace any of the SPS Provider's Personnel who Matrix or the Relevant Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the SPS Provider's Personnel for any reason, the SPS Provider shall ensure that such person is replaced promptly with another person with the necessary training, experience and skills to meet the requirements of the Specialist Professional Services.
- 16 The SPS Provider shall maintain up-to-date personnel records on the SPS Provider's Personnel who are engaged in the provision of the Specialist Professional Services and, on request, provide reasonable information to Matrix and the Relevant Authority on the SPS Provider's Personnel. The SPS Provider shall always ensure that it has the right to provide these records in respect of the SPS Provider's Personnel in compliance with the applicable legislation.
- 17 The SPS Provider shall use its reasonable endeavours to ensure continuity of personnel and ensure that the turnover rate of its staff engaged in the provision or management of the Specialist Professional Services is at least as good as the prevailing industry norm for similar services, locations and environments.
- 18 The Parties agree that neither Matrix nor the Relevant Authority has the right to supervise, direct or control the SPS Provider or the SPS Provider Personnel as to the way they provide the Specialist Professional Services. The SPS Provider will notify Matrix in writing if the Relevant Authority exercises supervision, direction or control, or seeks the right to supervise, direct or control the SPS Provider or the SPS Provider Personnel in which case Matrix may terminate the SPS Project without any further liability on the part of Matrix.
- 19 The Contracting Authority shall not do anything that would treat the SPS Provider as an employee of the Contracting Authority.
- 20 The Contracting Authority acknowledges that the SPS Provider is an independent contractor and therefore shall not supervise or control the work being carried out by personnel of the SPS Provider; instead, the Contracting Authority shall monitor performance by ensuring MATRIX SCM meets the required performance standards.
- 21 The SPS Provider is free to determine the personnel it uses to provide the services; provided that all personnel meets the standards specified by the Contracting Authority (including security clearances where applicable). The Contracting Authority shall have no right to specify that a particular worker of the SPS Provider provides the services.
- 22 The SPS Provider shall not assume any line management responsibility for any of the Contracting Authority's employees.
- 23 The SPS Provider shall use their own equipment to deliver the Services, except where the provision of the equipment is necessary for security purposes.
- 24 The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction eg. attending project meetings at a client site during business hours.
- 25 If at any time, either party fails to comply with the above, then the Work Order will be considered as terminated. Additionally, specific attention is drawn to the warranties and

indemnities in the SSA. If either the SPS Provider or the Contracting Authority breach these provisions, the party in default may be liable for income tax or national insurance provisions.

- 26 The SPS Provider shall indemnify and keep indemnified both Matrix and the Relevant Authority against any Direct Losses or Indirect Losses incurred by Matrix and/or the Relevant Authority by reason of any proceedings, claims or demands by Her Majesty's Revenue and Customs and any successor, equivalent or related body:
 - 26.1 for Income Tax; and
 - 26.2 pursuant to any of the provisions of ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto arising out of any Specialist Professional Services provided that this indemnity shall not apply to employers' national insurance contributions to the extent that recovery of such contributions is prohibited by paragraph 3A of Schedule 1 to the Social Security Contributions and Benefits Act 1992.

REPORTING AND MONITORING

- 27 The SPS Provider shall use its reasonable endeavours to provide the management reports in the form and at the intervals as set out in the Proposal or Work Order or as reasonably requested from time to time by Matrix.
- 28 The SPS Provider shall in respect of each Work Order submit to Matrix a Milestone Payment Report in accordance with the applicable Work Order.
- 29 In respect of any Work Order, Matrix and the Relevant Authority may monitor the performance of the Specialist Professional Services by the SPS Provider and the SPS Provider shall co-operate with Matrix and the Relevant Authority in carrying out such monitoring at no additional charge to Matrix and/or the Relevant Authority.
- 30 Matrix may score the SPS Provider on its performance on each SPS Project and rank all providers of Specialist Professional Services accordingly. The SPS Provider shall be entitled to query its scoring and ranking.

SUBCONTRACTING AND ASSIGNMENT

- 31 Subject to clause 33, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement or the Work Order without the prior written consent of the other Party.
- 32 The SPS Provider may not subcontract any or all of its rights or obligations under the Agreement without the prior written consent of Matrix. If Matrix consents to any sub- contracting by the SPS Provider, the SPS Provider shall remain responsible for all acts and omissions of its sub-contractors as if they were its own.
- 33 Matrix shall be entitled to novate this Agreement and any Work Order to any other body as part of a transfer of all or substantial part of the business of Matrix.
- 34 Where the SPS Provider enters into a subcontract with a subcontractor for the purpose of performing any Specialist Professional Services which are the subject of a Work Order in accordance with this Agreement, it shall cause a term to be included in such sub-contract that requires payment to be made of undisputed sums by the SPS Provider to the subcontractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice from the subcontractor.

Signatures for this Work Order are shown below on the HelloSign Signature Page:

File name	Client Work Order - Agilisys Limited, Hertfordshire...
Document ID	fa7a760de3fd48c4c707838d069a29aefd5d35f1

Kirstie Wilson

kirstie.wilson@teammatrix.com

User ID: 383934383238333230



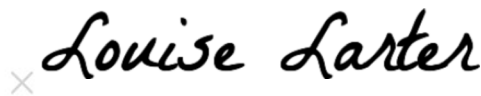
IP: 155.190.33.29

January 30th, 2024 12:36 PM UTC

Jessica Shepherd

jessica.shepherd@suffolk.police.uk

User ID: 39313039343935383238



IP: 18.170.242.80

February 23rd, 2024 10:07 AM UTC

Title	Client Work Order - Agilisys Limited, Hertfordshire...
File name	1996152389.pdf
Document ID	fa7a760de3fd48c4c707838d069a29aefd5d35f1
Audit trail date format	YYYY / MM / DD
Status	● Signed

This document was signed on sign.precisely.se



Document history

 SENT	2024 / 01 / 30 13:35:26 UTC+1	Sent for signature to Kirstie Wilson (kirstie.wilson@teammatrix.com) and Jessica Shepherd (jessica.shepherd@suffolk.police.uk) from team@precisely.se IP: 34.89.247.2
 VIEWED	2024 / 01 / 30 13:35:57 UTC+1	Viewed by Kirstie Wilson (kirstie.wilson@teammatrix.com) IP: 155.190.33.29
 SIGNED	2024 / 01 / 30 13:36:25 UTC+1	Signed by Kirstie Wilson (kirstie.wilson@teammatrix.com) IP: 155.190.33.29
 VIEWED	2024 / 01 / 30 14:45:26 UTC+1	Viewed by Jessica Shepherd (jessica.shepherd@suffolk.police.uk) IP: 155.190.60.30

Title	Client Work Order - Agilisys Limited, Hertfordshire...
File name	1996152389.pdf
Document ID	fa7a760de3fd48c4c707838d069a29aefd5d35f1
Audit trail date format	YYYY / MM / DD
Status	<div><div></div>Signed</div>

This document was signed on sign.precisely.se

Document history

<div> SIGNED</div>	<div>2024 / 02 / 23 11:07:27 UTC+1</div>	<div>Signed by Jessica Shepherd (jessica.shepherd@suffolk.police.uk) IP: 18.170.242.80</div>
<div> COMPLETED</div>	<div>2024 / 02 / 23 11:07:27 UTC+1</div>	<div>The document has been completed.</div>