



Supply Agreement

**Between NPIA & [insert customer name]
For PNC Data Supply via Direct Access
to Non- Police Service Bodies**

Version 2.3

delivery NOTES COURSE

Supply Agreement No.
 Customer Name:
 Title: PNC Data Supply via Direct Access to Non-Police Service Bodies

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Part 1

Form of Agreement

This Agreement is made as of this _____ day of _____ 2011 between the National Policing Improvement Agency with offices at Fry Building, 2 Marsham Street, London SW1P 4DF (described hereinafter as NPIA) of one part and *[insert name of customer here]* (described hereinafter as the Customer) with offices at *[insert customer address here]*.

Whereas

1. The NPIA has been authorised by the Association of Chief Police Officers ("ACPO") and ACPO Scotland ("ACPOS"), jointly represented in the PNC Information Access Panel (PIAP), to grant direct access to the PNC to approved organisations. NPIA will provide the Customer with electronic access to the data as detailed in Schedule 1 of this Agreement from the Police National Computer ("PNC") and minimising the potential distortion in the transfer of the data when supplied.
2. The PNC is a national system that processes Names, Vehicles and Property applications. The system supports the Police Service and other non-police agencies in doing their jobs more effectively by providing direct access to PNC data.
3. In consideration of the fee, the NPIA shall supply the Customer with Data as described in Schedule 3 of this Agreement.
4. The Customer is authorised to receive PNC data via Direct Access to the PNC System for the purposes as set out in Schedule 1 of this agreement.
5. In consideration of the NPIA supplying the customer with Data the Customer shall provide the relevant police force with update to the PNC from the customer's database.
6. This Agreement is comprised of two parts. The first part contains this article namely the Form of Agreement and the second part shall contain the terms and conditions of this agreement and schedules that support the first part, the two are inseparable and shall form the entire agreement.
7. The following documents shall form the entire agreement between the parties:

Part 1 - The Form of Agreement (this document)
Part 2 - Schedule 1 - Description of Service and Use of Data
Part 2 - Schedule 2 - Service Level and Management
Part 2 - Schedule 3 - Price and Charging
Part 2 - Schedule 4 - Terms and Conditions of Agreement

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- Part 2 – Schedule 5 - Data Classification and Use
- Part 2 – Schedule 6 – Communications
- Part 2 – Schedule 7 – Risk Assessment and Management
- Part 2 – Schedule 8 – Change Control Principles and Procedures

In witness whereof the parties hereto have agreed to execute this Agreement as of the date signed below:

For NPIA

For the Customer

Signed.....

Signed

Name

Name

Title: Head of PNC Services
NPIA Operations, PNC Services

Title

Date.....

Date.....

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PART 2 – SCHEDULE 1

1. Description of Service and Use of Data

- 1.1 PNC is a 24 hour a day, 7 days a week service available to authorised customers. This agreement is exclusive to the Customer as identified in Part 1 Form of Agreement.
- 1.2 Under this Agreement, the Customer will be granted exclusive secure direct access to the Data. Direct access will be based on read only or read and update.
- 1.3 NPJA grants the Customer the following access:

Data Transaction Code	Data Description

2. Use of the Data

The Customer will only access the PNC for the following purposes, which have been agreed by the PIAP:

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PART 2 - SCHEDULE 2

Service Levels and Management

NPIA will maintain an effective and efficient Service Desk to provide the highest quality of service to the Customer.

1. PNC Service Desk (Incident and Problem Management)

The PNC Service Desk operates 24 hours a day 7 days a week.

The Customer will refer all issues, queries or requests for assistance to the PNC Service Desk on the advertised telephone or fax numbers.

The PNC Service Desk will endeavour to answer 90% percent of all calls within thirty seconds. Any caller not answered within that time will be given the opportunity to hold or leave a message on a call answering machine.

Upon receipt of a call, the PNC Service Desk will give the Customer an incident or request reference number. This reference will be used for all further correspondence regarding the issue.

In the event that an issue cannot be resolved directly by the Service Desk it will be referred to the appropriate support group or third party supplier (e.g. Cable & Wireless for CJX and PNN related matters) for resolution. The Customer will be regularly advised of progress and informed when a resolution is found.

2. PNC Change Management

NPIA Change Management will notify the Customers, four weeks in advance of any planned service disruption to the PNC Service. Where the Customer is accessing the PNC via a third party supplier, any notification of planned service disruption will be given to the Customer's third party supplier. It is the responsibility of the Customer's third party supplier to notify the Customer of this planned service disruption. It is the responsibility of the Customer to provide PNC Service Desk of an e-mail address for this notification.

3. PNC Service Level Management

The Customer is responsible for informing NPIA PNCS Service Level Management Team via the PNCS Service Desk (contact details in Schedule 6) of the following:

- plans to increase usage of PNC,
- amend the access method to PNC,
- or introduce new automated systems to access PNC.

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Information provided to PNC will then be presented to the PNC Service Level Agreement Management Group (SLAMG) for impact assessment and consideration/approval. The Customer will be informed by PNC Service Level Management Team of the PNC SLAMG decision. Any proposed new or amended usage should not be implemented without prior agreement of the PNC SLAMG. Any significant, unauthorised impact on the PNC may result in NPJA being required to disconnect the offending service in order to protect the integrity of the overall PNC service.

PNC Service Level Management is responsible for the maintenance of this Agreement as required.

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PART 2 - SCHEDULE 3

Price & Charging

The charges applied for the term of this agreement are subject to review on 1st April annually.

The Customer shall pay NPIA a transaction charge for specific Data enquiry based on the following prices excluding VAT:

22 pence per vehicle transaction
64 pence per name transaction
64 pence per transaction log enquiry
£0.00 per update

NPIA will submit a quarterly invoice to the Customer in arrears for read-only transactions.

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PART 2 - SCHEDULE 4

Terms and Conditions of Agreement

1. Definitions

- "NPIA" means the National Policing Improvement Agency
- "Customer" means the entity as described in the Form of Agreement
- "Agreement" means the Form of Agreement signed by the parties hereto and all documents defined herein as forming the entire Agreement.
- "Data" means the PNC data provided to the Customer from the applications listed at Schedule 1 to this Agreement
- "Direct Access" means the provision of Data as described in Schedule 1 of this Agreement via a secure link to the PNC in real-time and providing the ability to read or update the data via that interchange to the PNC Database.
- "PNC" means the Police National Computer

2. Duration and Review of Agreement

This Agreement shall come into operation from the date of signature and shall continue in force for three years, subject to conditions 16 and 17 on 'Termination' and 'Break'. If a renewed signed Agreement is not in place before the expiry of this Agreement, PNC access/data download will cease. This Agreement shall be subject to annual reviews in accordance with the Service Level Management Schedule 2 and Condition 13 of this Agreement.

3. The Provision of Data to the Customer

- 3.1 NPIA shall provide the customer with access to the Data via the PNC in accordance with Schedule 1 and the management procedures detailed in Schedule 2 attached hereto.
- 3.2 The NPIA PNC Services will supply the Data to the Customer or its representative as agreed and specified in Schedule 6 of this Agreement.
- 3.3 The service will normally be available 24 hours a day and assistance will be provided in the event of difficulty by the PNC Service Desk at Hendon (Tel: 020 8358 5000).

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4. Interests of Justice

- 4.1 Should the Customer, in the course of their work on the PNC, discover information that would be of importance to the police (for example, a notification of wanted or missing on the record of the person being checked), they will undertake to notify the police force that requires the information, their local police force or the NPIA Technical representative stated in this Agreement.

5 Indemnity

- 5.1 In consideration of the provision of information in accordance with this agreement, where the Customer is a Non Crown Body the Customer, undertakes to indemnify any of the persons or any authority referred to below against any liability which may be incurred by such person or authority as a result of the provision of such information.

Provided that this indemnity shall not apply:

- (a) where the liability arises from information supplied which is shown to have been incomplete or incorrect, unless the person or authority claiming the benefit of this indemnity establishes that the error did not result from any wilful wrongdoing or negligence on his or its part or on the part of any other person or authority referred to in clause 5.2 below;
 - (b) unless the person or authority claiming the benefit of this indemnity notifies the Customer as soon as possible of any action, claim or demand to which this indemnity applies, permits the Customer to deal with the action, claim or demand by settlement or otherwise and renders the Customer all reasonable assistance in so dealing;
 - (c) to the extent that the person or authority claiming the benefit of the indemnity makes any admission which may be prejudicial to the defence of the action, claim or demand.
- 5.2 Persons who may claim the benefit of this indemnity are as follows:
- (a) any police authority (except the Metropolitan Police district);
 - (b) any chief officer of police;
 - (c) any serving or former member of a police force;
 - (d) any serving or former civilian employee of a police authority;
 - (e) the National Identification Service;
 - (f) the Commissioner of Police of the Metropolis;

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and in this paragraph the expressions "police authority", "chief officer of police" and "police force" have the same meaning as in section 101, paragraph 1 of the Police Act 1996.

- 5.3 NPIA will endeavour to supply the data to the Customer in a timely manner, but does not indemnify and shall not be held liable for any direct or indirect or consequential loss or damage howsoever arising out of or in connection with any delay attributed to NPIA in the timely delivery of the data to the Customer.

6. Limitation of Liability

- 6.1 The Customer shall not be liable for any claims made under the provisions in this agreement where such claims are directly attributable to instructions given by or on behalf of NPIA.
- 6.2 The Customer acknowledges that the NPIA does not in any way warrant the accuracy or completeness of the Data and the NPIA shall not be liable for any direct or indirect or consequential loss or damage howsoever arising out of or in connection with this Customer's deployment of the data.

7. Property Rights in Data

- 7.1 The data on the PNC is the property of the chief officer of the police force who is responsible for its maintenance and is shown by the PNC code as "owner" and shall survive after the termination of this agreement.

8. Delivery and Risk

- 8.1 NPIA shall grant the Customer access to the PNC to access the data. Delivery of the Data shall be via a secure link and any risk in method of delivery shall be determined under the provisions of Conditions 9 and 10 of this Agreement.

9. Restrictions on Use of Data

- 9.1 The Customer agrees to:
- (a) use the Data strictly in accordance with the terms and conditions of this Agreement ensuring compliance with the provisions of schedules 1 and 5.
 - (b) use the Data only for its internal business purposes and solely for the purpose described in Schedule 1 of this agreement.
 - (c) obtain prior written approval from the PIAP where the data is to be used for any other purpose than that defined in Schedule 1.
 - (d) be responsible for the acts of all persons in relation to the access or use of the Data;
-

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- (e) keep the Data confidential and secure in accordance with the provisions of Condition 10 and Schedule 5.

10. Data Protection and Security

- 10.1 The Customer shall be responsible for complying with the relevant provisions of the Data Protection Act 1998 and the appropriate guidance set out in the Association of Chief Police Officers Code of Practice for Data Protection.
- 10.2 The Customer shall not do anything which will place NPIA in breach of the Data Protection Act 1998 and will also ensure that their staff are aware of the purposes for which access has been granted, their authority for conducting searches and the provision of the Computer Misuse Act 1990.
- 10.3 The NPIA reserves the right to suspend the supply of service in the event of any alleged security breach and will endeavour to restore services immediately following the investigations. Subject to this provision the customer may not seek damages, or offset or recover any of the charges as a result of any action taken under this provision.
- 10.4 The Customer confirms that this agreement is covered by a registration(s) /notification(s) under the Data Protection Act. The information being exchanged is defined as 'sensitive' personal information under the Data Protection Act (1998).
- 10.5 The information supplied under this Agreement between NPIA and the Customer cannot be passed to any third parties.
- 10.6 The security policy for protecting the PNC infrastructure and associated data processing is controlled centrally by PNC Systems Security Management located at Hendon Data Centre.

However, at a local level the Customer is responsible for the application and maintenance of their own Security Operating Procedures (SyOPS) against which they will be audited on a regular basis by the NPIA Information Protection Team.

- 10.7 The Customer shall comply with the security and confidentiality arrangements and requirements as set out in Schedule 5 relating to Data Classification and Use and Schedule 7 relating to Security Risk Assessment and Management.

11. Audit

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11.1 Regular internal audit checks will be made to ensure compliance and detect attempts of unauthorised access in accordance with the ACPO Data Protection Audit Manual and the local Security Operating Procedures. NPJA will grant full access to the transaction log (#TE) so that these checks can be undertaken by a designated member of staff. Printed output for auditing purposes is also available from the Hendon Data Centre.

11.2 At the request of NPJA, the Customer will admit an authorised NPJA employee to conduct an external audit or a representative of Her Majesty's Inspectorate of Constabulary to conduct a compliance audit. The compliance audit will be conducted against relevant legislation and published national guidelines, including the ACPO Data Protection Audit Manual, the ACPO Code of Practice for Data Protection, the local Security Operating Procedures and the PNC System Security Policy.

12. Training

12.1 The Customer must ensure that all staff required to operate the PNC will undergo an official training course approved by the NPJA ICTLP. Training must be undertaken before the member of staff is allowed to access the PNC. The Customer must not train their own staff unless they have been accredited by NPJA NCALT.

13. Price and Charging

13.1 The Customer shall pay a transactional charge to NPJA for each read-only transaction undertaken under this Agreement, in the event that NPJA grants the Customer direct access to the data prior to the date of this Agreement, NPJA reserves the right to charge the customer and the customer shall be liable as of the 1st April 2007 to pay NPJA in accordance with the rates defined in Schedule 3 of this Agreement.

13.2 Where the Customer updates a data record, the use of this transaction shall be free of charge to the Customer and the Customer shall not charge NPJA for any data updated on the PNC.

13.3 The customer shall pay the NPJA in arrears within 30 days of receipt of the invoice. NPJA will invoice the Customer on a quarterly basis.

13.4 The NPJA reserves the right to vary the price or the charging structure and shall notify the Customer of the revised price, no later than three months prior to the anniversary of this Agreement. The amount of any increase shall be limited to increases in the Retail Prices Index since the last occasion upon which the price was increased.

13.5 The Customer shall directly bear the costs of hardware, maintenance and connection charges via the Criminal Justice Extranet under the Police National Network framework agreement

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14. Amendments and Variations

- 14.1 No amendments to any of the terms or conditions of this Agreement or the Schedules thereto shall be valid unless previously agreed in writing by both parties and signed by the head of the NPIA Commercial Directorate or his representative.
- 14.2 Any amendment to this Agreement shall be in accordance with the Change Control Procedure which forms Schedule 8 of this Agreement. Unless and until such amendment is made in accordance with this condition no such change shall be considered effective and the Agreement shall not in any way be considered to have been amended as a result of such change.

15. Assignment and Transfer

- 15.1 This Agreement is specific to the Customer who shall not assign, transfer, sublet or dispose of any rights, duties and obligations contained herein.
- 15.2 The Customer shall not disclose or sell the Data to any third party organisation without the prior expressed approval of the PIAP in writing, and the Customer is obliged to notify NPIA of this approval.
- 15.3 NPIA reserves the right to
- 15.3.1 assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Contracting Authority (as defined in Regulation 3 (1) of the Public Services Contracts Regulations 1993) (a "Contracting Authority") provided that any such assignment, novation or other disposal shall not increase the burden of the Customer's obligations pursuant to this Agreement; including, without limitation, any body to which the powers and duties (or any of them) of the NPIA may be transferred (whether by Act of parliament or otherwise); or
- 15.3.2 assign, novate or otherwise dispose of its rights and obligations under this Agreement to any other body (including, but not limited to any private sector body) which substantially performs any of the powers or duties that previously had been performed by the NPIA;

and in either case the Customer shall consent to such assignment, novation or disposal and agrees to enter into any reasonable arrangements to put the assignment, novation or arrangement into effect.

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16. Resolution of Disputes

- 16.1 The parties will use their best endeavours to resolve any dispute, but in the event of such a dispute being unresolved, the matter shall be referred to an independent arbiter acceptable to both parties.
- 16.2 All disputes between the parties arising out of or relating to this Contract shall be referred to the Technical Representative for the NPIA and the Customer's representative for Communication in the first instance.
- 16.3 If any dispute cannot be resolved by the parties nominated at 16.2 within a maximum of five (5) working days that dispute shall be referred to the Contractual and Commercial Representatives of the parties.
- 16.4 If the dispute remains unresolved for a further five (5) working days after referral under 16.3 it shall be escalated to the Purchasing Manager for the NPIA and a Director for the Customer.
- 16.5 If the dispute cannot be resolved by the parties' representatives nominated under 16.4 within a maximum of ten (10) working days the parties may agree to escalate the dispute further within their respective organisations or to refer it to the jurisdiction of the courts.

17. Termination

- 17.1 Either party shall have the right to terminate the Agreement if the other party is in default of any of the Conditions of the Agreement and such breach shall not have been remedied to the satisfaction of the injured party within a period of thirty days of written notification of such breach to the other party.
- 17.2 Notice of termination shall be given to the offending party in writing with immediate effect and such termination shall be without prejudice to the rights of the parties accrued to the date of termination.
- 17.3 The provisions of Condition 5,6,7,9 and 10 and any other Conditions or Schedules that are necessary to give effect to those Conditions shall survive termination or expiry of this agreement. In addition, any other provision of the agreement which by its nature or implication is required to survive the termination or expiry of this Agreement shall do so.
- 17.4 NPIA may at any time by notice in writing terminate this Agreement forthwith, if the Customer is in Default of any obligation under this Agreement or where PIAP cancels or determines the access agreement with the Customer.

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18. Break

18.1 Either party shall, in addition to its power under any other provision of the Agreement, have power to determine this Agreement at any time by giving 30 days notice in writing, upon expiration of the notice the Agreement shall be determined without prejudice to the rights of the parties accrued to the date of determination notwithstanding condition 17.3 of this Agreement.

19. Waiver

19.1 The failure of either party at any time to enforce any provision of the Agreement shall in no way affect its right thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.

20. Severability

20.1 If any Condition or Clause of the Agreement not being of a fundamental nature be held to be unenforceable, the validity of enforceability of the remainder of the Agreement shall not be affected thereby.

21. Service of Notices

21.1 Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by email, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of either party shown in Schedule 6 the Agreement, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

22. Third Party Rights

22.1 Notwithstanding any other provision of this Agreement, this Agreement shall not, and shall not purport to, confer on any third party (including without limitation any employee, officer, agent, representative or sub contractor of either the Customer or NPJA) any benefit of or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 (the "Act") provided always that this provision shall not affect any right or remedy available to a third party otherwise than under the Act.

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23. Entire Agreement

23.1 This Agreement constitutes the whole of the terms agreed between the parties hereto in respect of the subject matter hereof, and supersedes all previous negotiations, understandings and representations.

23.2 Except as expressly provided herein, no representation, warranty, condition, undertaking, terms or otherwise, is given by either party to the other, and all such representations, warranties, conditions, undertakings and terms are, insofar as statute allows, excluded.

24. Law

24.1 This Agreement shall be legally binding and construed in accordance with to English law.

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PART 2 -SCHEDULE 5

Data Classification and Use

The police community values its data using the Government Protective Marking Scheme (GPMS) and the minimum protective security marking for PNC data is RESTRICTED. For the purposes of this Agreement, all data accessed is classified as RESTRICTED.

Details for safeguarding the data during transmission, storage and disposal were agreed in conjunction with and during the security visit by a member of the NPIA Information Assurance Team. These measures are detailed in the local Security Operating Procedures (SYOPS) which are referenced in Schedule 4 section 10.

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PART 2 -SCHEDULE 6

Communications

Either party shall respond expeditiously by telephone, fax or letter, as appropriate to all requests for information and clarification on all matters relevant to the Agreement.

1. NPIA's Commercial representative for Communication purposes shall be:

Address: National Policing Improvement Agency
Commercial and Procurement Unit
Fry Building
2 Marsham Street
London SW1P 4DF

2. NPIA's Customer and Technical representative for communication purposes shall be:

Name: NPIA PNC Services- Service Desk

Address: National Policing Improvement Agency
PNC Services
Hendon Data Centre
Aerodrome Road
Colindale
London NW9 5JE

Tel No: 020 8358 5000 **Fax No:** 020 8358 5050

E-mail: pnc.service-desk@npia.pnn.police.uk

3. The Customer's representative for communication purposes shall be:

Name: **Title:**

Address:

Tel No: **Fax No:**

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PART 2 -SCHEDULE 7

Risk Assessment And Management

1. PNC Risk Assessment

- 1.1 The relevant security measures from this System Security Policy (SSP) are identified during the pre-live security visit undertaken by NPIA to the Customer's site. This includes physical, logical and procedural security measures.
- 1.2 The PIAP representative will undertake a local risk assessment based on the Customer's site and intended use of the PNC.

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PART 2 -SCHEDULE 8

Change Control Principles and Procedures

1. Principles

- 1.1 The Change Control principles and procedures defined in this Schedule will apply from the date of contract award.
- 1.2 Both parties will conduct discussions relating to changes to this Agreement in good faith.
- 1.3 The parties authorised to negotiate changes to this Agreement, on behalf of NPJA and on behalf of the Customer will be defined in Schedule 6 of the Agreement.
- 1.4 Until such time as a Contract Change Note has been signed by both parties, the parties will, unless otherwise expressly agreed in writing in accordance with the provisions of Clause 14.2 of the terms and conditions of this Agreement, continue to comply with the terms of this Agreement.
- 1.5 Any discussions, negotiations or other communications which may take place between the Parties in connection with any proposed change to this Agreement, including but not limited to the submission of any written communications, prior to the signing by both parties of the relevant Contract Change Note, will be without prejudice to the rights of either party.

2.0 Procedure

- 2.1 Should either party wish to amend this Agreement pursuant to the provisions of this Schedule, that party's representative will submit a brief written paper (the "proposed change paper") to the other party's contract manager and the PIAP contact, addressing, as a minimum, the following points:
 - a. The title of the proposed change.
 - b. The originator and date of the proposal for the proposed change.
 - c. The reason for the proposed change.
 - d. Details of the proposed change.
 - e. A timetable for the change
 - f. Details of the likely impact, if any, of the proposed change on other aspects of this Agreement.

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- 2.2 The receiving party's representative will respond to the proposed change submission in writing and, if appropriate discuss the proposed change paper.
- 2.3 Discussion between the parties following the submission of a proposed change paper will result in either:
- a. Subject to the PIAP approval, agreement between the parties on the changes to be made to this Agreement (including agreement on the date upon which the changes are to take effect (the "effective date")), such agreement to be expressed in the form of proposed revisions to the text (and/or diagrams, designs etc. as necessary) of the relevant parts of this Agreement; or
 - b. No further action being taken on that proposed change paper.
- 2.4 A copy of any proposed revisions to this Agreement agreed between the parties in accordance with paragraph 2.3 above will constitute a Contract Change Note. A sequential number assigned by the NPIA who will maintain a suitable register will uniquely identify each Contract Change Note.
- 2.5 Two copies of each Contract Change Note will be signed by the Customer and submitted to NPIA prior to the effective date agreed in accordance with paragraph 2.3 above.
- 2.6 Subject to the agreement reached in accordance with paragraph 2.3 above remaining valid, NPIA will sign both copies of the Contract Change Note within thirty working days (or such other period as may be agreed between the parties) of receipt by NPIA Commercial Representative and Technical Representative. Following signature by the NPIA, one copy of the signed Contract Change Note will be returned to the Customer by NPIA.
- 2.7 A contract change note signed by both parties will constitute an amendment to this Agreement pursuant to Clause 14 of the terms and conditions.

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CONTRACT CHANGE NOTE PRO-FORMA

Sequential Number:.....

Title:.....
.....

Number of pages attached:.....

WHEREAS NPJA and the Customer entered into an agreement for PNC Data supply via Download to Non-Police Service Bodies dated ----- (the "Original Agreement") and now wish to amend the Original Agreement.

IT IS AGREED as follows

With effect from [date] the Original Agreement shall be amended as set out in this Contract Change Note.

[Insert in here the amended articles identifiable in number order]

Save as herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect.

Signed for and on behalf of NPJA Commercial Representative

By.....

Name.....

Title.....

Date.....

Signed for and on behalf of NPJA Technical Representative

By.....

Name.....

Title.....

Date.....

Signed for and on behalf of the Customer

By.....

Name.....

Title.....

Date.....