

IDENT1 CONTRACT
BETWEEN
(1) THE POLICE INFORMATION TECHNOLOGY ORGANISATION
AND
(2) NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

IDENT1 SCHEDULES

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SCHEDULE A**FORM OF CONTRACT**

This Contract is made the 30th day of November 2004 (“**Effective Date**”).

BETWEEN:

- (1) **THE POLICE INFORMATION TECHNOLOGY ORGANISATION** with offices at New King’s Beam House, 22 Upper Ground, London SE1 9QY (“**Authority**”); and
- (2) **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.** (US Federal Tax ID Number: 95-2126773) having offices at 2411 Duller Corner Park, Suite 5201, Herndon, Virginia 20171-3430 USA (“**Contractor**”).

RECITALS

- A. The Authority wishes to enter into a contract with a suitably qualified third party provider to develop, support and maintain a range of identification services to replace and enhance the current service for:
 - (i) England and Wales - such current services are provided by the Contractor for England and Wales (under an existing contract between the Authority and the Contractor) and these services are known as the National Automated Fingerprint Identification System (“**NAFIS**” or “**NAFIS Services**”), and such NAFIS Services were described at a summary level of detail in the “NAFIS Review” at Annex 5 of Part 4 of the ITT; and
 - (ii) Scotland – such current services are provided by an Incumbent Supplier and these services are known as the Scottish Automated Fingerprint Recognition (“**SAFR**” or “**SAFR Services**”), and such SAFR Services are described at a summary level of detail in the “SAFR Review” at Annex 6 of Part 4 of the ITT.
- B. In November 2002, the Authority published a notice in the Official Journal of the European Communities (“**OJEC Notice**”) in relation to the tender of its requirements for services relating to the fingerprint system technology for England, Wales and Scotland, including Optional Services, Livescan Services, and EIU Services.
- C. In February 2003, the Authority issued a high level questionnaire to respondents to the OJEC Notice and subsequently evaluated responses received from those respondents. Based upon that evaluation, the Authority selected certain suppliers to which it issued the ITT in September 2003.
- D. The Contractor submitted its response to the ITT during December 2003 (“**ITT Response**”), and after evaluation of its ITT Response, the Authority selected the Contractor as one of two bidders to participate in the negotiation and assurance phase of the tender process (“**Assurance Phase**”).
- E. At the end of the Assurance Phase, the Contractor submitted its best and final offer in response to the ITT on 24 September 2004 (“**BAFO**”). On 22 October 2004, the Authority announced that it had selected the Contractor as its preferred supplier for the provision of services relating to fingerprint system technology for England, Wales and Scotland.

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- F. On the basis of the BAFO, and related discussions, the Parties have agreed the terms in the Contract for the provision and receipt of various services.

In consideration of, amongst other things, the mutual promises and covenants set out herein the **PARTIES HEREBY AGREE** as follows:

OBJECTIVES

The Contractor acknowledges that the following specific goals and objectives (“**Objectives**”) are the goals and objectives of the Contract:

- A. to deploy a world class IDENT1 solution that will be used by all Police Forces in England, Wales and Scotland;
- B. to receive market competitive, transparent, usage based, and predictable pricing over the Term of the Contract;
- C. to reduce the fixed costs of the Authority and the police forces in England, Wales and Scotland;
- D. for the Contract to be service orientated and performance driven;
- E. to continuously improve the performance of the services to meet the Authority’s requirements and provide a flexible source of supply that delivers value for money;
- F. to provide an IDENT1 environment that meets all of the Authority’s relevant security and risk policies while minimising operational and security complexity; and
- G. to receive a high quality solution that is scalable and sufficiently flexible to adopt to, and take advantage of, new technologies available in the future; and to ensure the provision of services to agreed service levels for agreed and defined charges.

The Objectives above are intended to be a general introduction to the Contract and are not intended to expand upon the scope of the Parties’ obligations under the Contract or to alter the plain meaning of the Terms and Conditions.

TERMS AND CONDITIONS AND DEFINITIONS

The terms and conditions and the definitions set out in the attached Schedules, Annexes, Appendices, and Attachments, as applicable, are incorporated herein and the Services shall be provided by the Contractor to the Authority and the Police Forces in accordance with such terms and conditions.

IN WITNESS WHEREOF the Parties hereto have caused the Contract to be duly executed by their duly authorised representatives and in accordance with the requirements of respective constitutions the day and year first above written.

SIGNED FOR and on behalf of **THE POLICE INFORMATION TECHNOLOGY ORGANISATION:**

By: _____

Name: Mark Keene

Position: Commercial Director

The Police Information Technology Organisation

SIGNED FOR and on behalf of the **NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC:**

By: _____

Name: Douglas R. Hoffman

Position: Senior Director, Contracts & Pricing

Northrop Grumman Commercial Information Services, Inc.

Northrop Grumman Information Technology, Inc.