

From: Jim Norton _____

> Sent: 08 April 2010 08:59

> To: Gregory, Julian

> Cc: _____; ALASTAIRMUIR RUSSELL

> Subject: FW: Action from this morning

> Importance: High

>

> As I outlined in my initial response below I think that our Review will need

> to simplify our requirements in order to achieve a more manageable timeframe

> and cost. Could you please put some supplementary questions to Qinetiq as

> detailed below?

>

> 1. Could Qinetiq please quote costs and timescale just to extract the
> e-mails from the backups of four specific machines - those of Prof. Phillip
> Jones, Prof. Keith Briffa, Dr. Tim Osborn and Dr. Mike Hulme?

>

> 2. Does CRUBACK3 contain any backup of a central e-mail server (such as an
> Exchange Server)? If it does, could Qinetiq please quote costs and
> timescale to extract all the e-mails just from that backup?

From: _____]

Sent: 22 April 2010 17:38

To: Gregory, Julian

Cc: _____

Subject: UEA - Quote

In relation to the latest request from the enquiry, I understand that they would require all emails sent and received by Prof Phillip Jones, Prof Keith Briffa and Dr Tim Osborn if possible on a portable hard disk drive by Monday 26th April 2010. We now have the relevant information from _____, and both _____ and _____ have conducted a series of technical tests in order that we can provide you with a realistic quote in terms of money and the time it will take. In order to provide the enquiry with their request we have estimated that the cost will be £8910.00 ex VAT. We have identified seven machines belonging to the individuals concerned and also the significant number of backups of each of these machines. At present I am not able to tell you how many emails will be recovered but will update you as soon as I know. We are currently in the process of recovering the emails for Prof Keith Briffa, and hopefully as long as there are no technical issues we will attempt to get this completed by Monday. In relation to the other requested individuals, again as long as there are no technical issues we would be in a position to complete this work by Friday 30th April. I am more than happy to discuss other options with you, but on speaking to the guys working on this, I believe that the option presented is the most cost and time effective.

Kind Regards

Web: www.QinetiQ.com

QinetiQ - The Global Defence and Security Experts

From:]
Sent: 29 April 2010 16:05
To: Guy, Andy
CC: Gregory, Julian;
Subject: UEA Quote

Just for your information this amounts to well over 100,000 emails. We are currently still processing Tim Osborn's emails and I will update you when I have more information.

Web: www.QinetiQ.com

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From: Guy, Andy

Sent: 12 April 2010 15:47

To: ; Gregory, Julian

Subject: FW: UEA - Quote

John quotes about £15 000 to resolve question 1 below .This will cover the uncompressing of 3 Terrabytes of data to 7 Terraytes and sifting through that data. This will have to be a manual search as there are no keywords to allow the machines to run automatic searches.

Regards Andy

From: Gregory, Julian
Sent: 08 April 2010 11:16
To:
Cc: Guy, Andy;
Subject: RE: UEA - Quote

Perhaps unsurprisingly this is a little more expensive than the enquiry anticipated so they have posed the questions below:

1. Could Qinetiq please quote costs and timescale just to extract the e-mails from the backups of four specific machines - those of Prof. Phillip Jones, Prof. Keith Briffa, Dr. Tim Osborn and Dr. Mike Hulme?
2. Does CRUBACK3 contain any backup of a central e-mail server (such as an Exchange Server)? If it does, could Qinetiq please quote costs and timescale to extract all the e-mails just from that backup?

Regards

Greg

Julian Gregory

Detective Superintendent
Director of Intelligence

Intelligence Directorate

Norfolk Constabulary
OCC, Jubilee House, Falconers Chase,
Wymondham, Norfolk, NR18 0WW

Tel:



It takes 24 trees to produce 1 ton of office paper!
Think... is it really necessary to print this email?

From: _____]
Sent: 07 April 2010 08:07
To: Gregory, Julian
Cc:
Subject: UEA - Quote

Julian

Thank you for taking the time to speak with us on the telephone yesterday. I hope that you feel that the discussions we had, along with the technical overview that I sent you last week have adequately outlined the considerable technical challenges that we face in meeting your recent request.

As discussed yesterday, I can confirm that the total cost to perform the requested tasks will be £55,440.00 (ex VAT). To remove the possibility of further delay I have attached a tasking form (Forensics_Framework_Norfolk_OpCabin_1_07042010.doc) outlining the exact nature of the quote along with our standard terms and conditions. In the event that you are able to authorise us to commence the work please complete section 5) of the document, including a purchase order number for the amount and then fax the entire document to me on the number shown below. I have also re-attached the technical overview document for completeness.

In relation to your second telephone call I can confirm that the cost of extracting any emails or documents relating to a named individual from the FOI2009 zip file will be £742.50 (ex VAT). I have attached a second tasking form (Forensics_Framework_Norfolk_OpCabin_2_07042010.doc) in relation to this request and ask that you complete section 5), including a purchase order number for the amount and return the entire document by fax to the number shown below as soon as possible. I have tasked _____ to commence the work today (07/04/2010) and anticipate having the results available for you by late this week or early next week at the latest. I will keep you informed as to progress as we approach the weekend.

Regards

Web: www.QinetiQ.com

QinetiQ - The Global Defence and Security Experts

From: Jim Norton <[_____](#)>
Date: Wed, 07 Apr 2010
To: "Gregory, Julian" <[_____](#)>, ALASTAIRMUIR RUSSELL
<[_____](#)>
Conversation: Action from this morning
Subject: Re: Action from this morning

Dear Greg,

I will consult with my colleagues, but I think that £55K is far too much and that some ten weeks would put the information beyond the useful timeframe for our report anyway... I think that it is likely that we may come back looking for e-mails from just a limited number (say three or four) users which might simplify the task considerably - giving timely access at a lower cost...

Jim

--

Prof. M. J. Norton D.Eng
Chartered Director, Chartered Engineer & Chartered IT Professional
FIOD, FIET, FBCS
Tel:
E-Mail:
Web: www.profjimmorton.com

On 06/04/2010 12:56, "Gregory, Julian"
wrote:

> Jim,

Just had a conference call with QinetiQ to discuss the attached document,
> which they sent to me last week. The bottom line is that they are quoting
> £55,440 to do the work with a 2 - 2.5 months timeframe, albeit they would be
> able to feed information out from an early stage as they would work through
> the server by individual PC.

Regards

>
> Greg
>
> Julian Gregory
> Detective Superintendent
> Director of Intelligence
> Intelligence Directorate
> Norfolk Constabulary
> OCC, Jubilee House, Falconers Chase,
> Wymondham, Norfolk, NR18 0WW
> Tel:
> P It takes 24 trees to produce 1 ton of office paper!
> Think. is it really necessary to print this email?

FRAMEWORK TERMS & CONDITIONS FOR FORENSIC INVESTIGATION SERVICES

1. INTERPRETATION

1.1 In these terms and conditions:

"Charges" means the charges made by QinetiQ for the provision of the Services;

"Customer" means the party who purchases or agrees to purchase the Services;

"Deliverables" means a report which shall include relevant information arising from the performance of the Services;

"Framework Contract" means the written agreement concluded between QinetiQ and the Customer on the terms and conditions below for the purposes of entering into Task Contracts and includes the Specification for the Services and any other documents expressly incorporated into it;

"Party" means either of QinetiQ and the Customer as applicable, together being the "Parties";

"Proprietary Information" means trade secrets, and all other information of a confidential or proprietary nature in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise designated as confidential;

"QinetiQ" means QinetiQ Limited (registered in England number 3796233) having its registered office at 85 Buckingham Gate, London, SW1E 6PD;

"Services" means the forensic investigation services to be performed by QinetiQ as detailed in the Specification;

"Specification" means the description of the work which QinetiQ will undertake and the methodology that QinetiQ will use to undertake the Services, as detailed in the Framework Contract;

"Media" means any IT hardware, software or related electronic media which is provided to QinetiQ by the Customer under a Task Contract;

"Task Contract" means the written agreement concluded between QinetiQ and the Customer in accordance with the procedure set out in Clause 3, including the Specification and all plans, drawings and other documents that are expressly incorporated into it; and

"Task Form" means a form in the format set out in the Annex to this Framework Contract, which shall detail the individual Services to be provided by QinetiQ.

1.2 In this Framework Contract references to (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) to Clauses are references to the clauses set out in these terms and conditions. The headings to these terms and conditions will not affect their interpretation.

2. PRECEDENCE

2.1 In the case of any conflict between the terms of this Framework Contract and any other document, the following descending order of precedence shall apply:

2.1.1 the Specification and any special conditions expressly included in a Task Form;

2.1.2 the terms of this Framework Agreement; and

2.1.3 any other document expressly incorporated into this Framework Agreement by reference in a Task Form.

3. SUPPLY OF SERVICES

3.1 Services to be supplied under this Framework Contract will be authorised by means of individual Task Contracts entered into in accordance with the following procedure:

3.1.1 Upon receiving a request for Services from the Customer, QinetiQ will acknowledge this and provide a quotation and details of the Services to be provided using the Task Form, including any special conditions relating to the provisions of those particular Services.

3.1.2 If this quotation is acceptable, the Customer shall sign and date the Task Form and return it to QinetiQ. Upon signature by the Customer the Task Form will constitute a legally binding Task Contract to perform

Services as set out in the Task Form upon the terms and conditions set out in this Framework Agreement.

3.2 QinetiQ shall perform the Services in accordance with these terms and conditions, which are the only terms upon which QinetiQ is prepared to deal with the Customer and they shall govern the Framework Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

3.3 Each request by the Customer for the supply of Services from QinetiQ under this Framework Contract shall be deemed to be an offer by the Customer to purchase Services subject to these terms and conditions.

3.4 The Customer acknowledges and accepts that during the performance of the Services, any Media subjected to the Services will be exposed to electronic forensic examination and analysis that may be detrimental to the operation of the system. All efforts will be made to maintain the integrity of the media and minimise any interruptions and/or detrimental performance of any system on which the media is operation at the time the Services are performed.

3.5 Where a Task Contract requires QinetiQ to perform Services at the Customer's or third party premises, the Customer shall be responsible for arranging, in good time, all permits, licences or other permissions necessary to enable QinetiQ's employees, agents and representatives to gain access to, and perform the Services at, such premises. QinetiQ's employees, agents and representatives working on the Customer's premises shall abide by such regulations detailed in this Framework Contract as are applicable to their presence on such premises.

4. CUSTOMER OBLIGATIONS

4.1 To enable QinetiQ to perform the Services, the Customer shall obtain, in a timely manner prior to the planned performance of the Services all: (i) appropriate instructions, licences or authorisations; and (ii) third party licences approvals and consents required to permit QinetiQ to carry out the Services in relation to the Media.

4.2 The Customer shall not modify the Media between the date of a Task Contract and the date on which the Services are carried out. If any change is made the Customer shall communicate the nature of the change to QinetiQ in good time (but in any case not less than 24 hours) before the Services are due to be carried out and QinetiQ reserves the right to: (i) make a further charge to accommodate such changes; or (ii) to reschedule the time for carrying out the Services; or (iii) refuse to carry out the Services. QinetiQ will not be liable for any loss, damage or expense suffered by the Customer as a result of any changes not communicated in accordance with this Clause.

If any change is made to the system or media after the detection of an incident, this may have an adverse effect on the validity of any subsequent forensic examination. Any modification to the media may invalidate any subsequent forensic examination results.

4.3 The Customer shall provide all personnel and monitoring of the Services as detailed in the Specification.

5. PRICE AND PAYMENT TERMS

5.1 QinetiQ shall invoice the Customer at the times stated in the Task Contract, or otherwise following completion of the Services. The Customer shall pay to QinetiQ the Charges in respect of the Services by bank transfer to a bank account nominated by QinetiQ within 30 days of submission of an invoice by QinetiQ.

5.2 Unless otherwise stated in the Task Contract, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any set-offs taxes, charges and other duties (including withholdings or income taxes).

5.3 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify QinetiQ in writing of the reasons therefore. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 11 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to QinetiQ, together with any interest due under Clause 5.4.

5.4 If the Customer fails to pay QinetiQ any sum due pursuant to the Task Contract, the Customer will be liable to pay interest to QinetiQ on such sums from the due date for payment at an annual rate equivalent to the base lending rate from time to time of Lloyds TSB Bank plc plus 4 percentage points, accruing on a daily basis until payment is made, whether before or after any judgement.

6. WARRANTY

6.1 QinetiQ warrants that it will: (i) provide the Services with reasonable care and skill; and (ii) perform the Services in compliance with the Association of Chief Police Officers (ACPO) Good Practise Guide for Computer Based Evidence.–

6.2 Subject to Clause 6.3, if any defect or fault is found to exist in the Deliverables resulting from the performance of the Services not in conformance with the warranty in Clause 6.3, QinetiQ shall at its option either (i) re-perform the relevant Services or part thereof or (ii) refund such proportion of the Charges paid to QinetiQ by the Customer for the Services as is reasonable.

6.3 QinetiQ shall have no liability of any kind for breach of its warranty in Clause 6.1 where such breach is due to any: (i) failure of the Customer to comply with its obligations under the Framework Contract; or (ii) any defect in, or failure of, the Customer's (or a third party's) Media or any computer system on which that Media operates; or (iii) failure by the Customer to follow QinetiQ's reasonable oral or written instructions in connection with the performance of the Services.

6.4 THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 6.2 AND ASSOCIATED REMEDIES AT CLAUSE 6.3 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE PERFORMANCE BY QINETIQ OF THE SERVICES UNDER THIS FRAMEWORK CONTRACT. ALL OTHER REPRESENTATIONS AND WARRANTIES WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE OR OTHERWISE) IN RELATION TO THE SERVICES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

7. LIMITATION OF LIABILITY

7.1 The following provisions set out the entire financial liability of QinetiQ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with the Framework Contract in respect of: (i) any breach of the Framework Contract; and (ii) any representation, statement or tortious act or omission including negligence.

7.2 Nothing in the Framework Contract shall exclude or limit the liability of QinetiQ for: (i) death or personal injury caused by QinetiQ's proven negligence; or (ii) fraud committed by QinetiQ (including fraudulent misrepresentation); or (iii) any other matter which it would be illegal, or in breach of any statutory provision, for QinetiQ to exclude or attempt to exclude its liability for.

7.3 The Customer acknowledges that, by its nature, the Services may cause harm to hardware, computer programs and data forming part of the Media. By agreeing to provide the Media to be submitted to the Services, the Customer accepts that QinetiQ's liability to the Customer shall be excluded in respect of any damages caused by or arising from the performance of the Services except to the extent caused by QinetiQ's proven negligence. This exclusion of liability shall specifically include any loss caused by interruptions to, detrimental performance of, or loss of data from, any computer system on which the Media is operating at the time the Services are performed.

7.4 Subject to Clause 7.2, QinetiQ's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of a Task Contract shall be limited to the sum of £100,000 in respect of each Task Contract.

7.5 Subject to Clause 7.2, QinetiQ shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of this Framework Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Framework Contract.

7.6 If the Customer fails to obtain such consents approvals and licences required under Clause 4.1, it shall pay QinetiQ any loss, damage or expense suffered by QinetiQ as a result.

8. COMMERCIAL CONFIDENTIALITY

8.1 Without prejudice to the rights of either Party arising elsewhere in the Framework Contract, all Proprietary Information exchanged between the Customer and QinetiQ shall be treated as commercially confidential in accordance with this Clause.

8.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Framework Contract) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

8.3 The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Framework Contract but shall not apply to information which (i) is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under this Agreement); or (ii) is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality; or (iii) becomes known to the receiving Party without restriction from an independent source having the right to convey it; or (iv) is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party; or (v) is required to be disclosed by applicable law or by any competent regulatory body.

9. TERM AND TERMINATION FOR BREACH

9.1 The duration of the Framework Contract shall be as expressly agreed between the Parties, or in the absence of any express agreement, a period of 5 years from the date of the Framework Agreement after which this Framework Agreement shall automatically expire. The duration of each Task Contract shall be as set out in the relevant Task Form.

9.2 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice:

9.2.1 Terminate an individual Task Contract if the other Party is in breach of any material obligation under that Task Contract and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or

9.2.2 Terminate this Framework Contract and any individual Task Contract if: (i) any distress, execution or other process is levied upon any of the assets of the other Party; or (ii) the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or (iii) the other Party ceases or threatens to cease to carry on its business; or (iv) the financial position of the other Party deteriorates to such an extent that in the opinion of the Terminating Party the capability of the other Party adequately to fulfil its obligations under the Framework Contract has been placed in jeopardy.

9.3 Where QinetiQ terminates a Task Contract under this Clause, the Customer shall within seven (7) days pay to QinetiQ: (i) all outstanding payments invoiced by QinetiQ under the Task Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by QinetiQ arising out of or resulting from termination, including but not limited to suppliers' and sub-contractors' cancellation charges; and (iv) a sum in respect of the profits which QinetiQ would have made under the Task Contract but for its termination.

9.4 Where QinetiQ terminates this Framework Agreement under this Clause, in QinetiQ's entire discretion, QinetiQ shall either: (i) complete the Services under each existing Task Contract at the date of termination; or (ii) give notice to the Customer, in accordance with this Framework Contract, to terminate each Task Contract in which case the provisions of Clause 9.3 shall apply in respect of each Task Contract terminated.

9.5 All Clauses which are implicitly intended to survive termination of this Framework Contract shall remain in force after termination.

10. FORCE MAJEURE

10.1 QinetiQ shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of QinetiQ, which shall include but not be limited to the following: (i) any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbance or emergency; or (ii) any major plant or equipment or power failure or shortage which has a material affect on the operations of a facility; or (iii) failure of any telecommunication facility such as but not limited to telephone or internet connection; or (iv) the postponement of any trial or test as a result of unsafe conditions.

10.2 In the event of failure or delay arising from such circumstances, QinetiQ will provide full details to the Customer and shall take all reasonable steps to mitigate the effect of the delay. Performance of the Framework Contract shall be suspended for such time as the delay continues.

11. DISPUTE RESOLUTION

11.1 If any dispute arises out of or in connection with this Framework Contract ("**Dispute**") the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 13, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.

11.2 If the Dispute has not been resolved to the satisfaction of either Party within thirty days of initiation of the procedure pursuant to Clause 11.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure then either Party may deal with the Dispute through legal proceedings issued in accordance with Clause 13.

12. MISCELLANEOUS

12.1 A notice given under or in connection with the Framework Contract must be in writing and delivered by hand or sent by first class post to the Company Secretary at QinetiQ's registered office with a copy to the Commercial Manager at the address set out in the Framework Contract or (as the case may be) to the address of the Customer shown in the Framework Contract or to such other address as either QinetiQ or the Customer (as the case may be) may substitute by notice to the other Party. Notice shall be deemed given: (i) if sent by first class post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending; or (ii) if delivered by hand: on the day of delivery.

12.2 No amendment to this Framework Contract shall be effective unless signed on behalf of both Parties.

12.3 A Party shall not be entitled to assign the Framework Contract or any part of it without prior written consent of the other Party.

12.4 A person who is not a Party to this Framework Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.5 Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Framework Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Framework Contract.

12.6 The Framework Contract constitutes the entire agreement between the parties in connection with its subject matter and neither Party has relied on any representation or promise except as expressly set out in the Framework Contract.

12.7 If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

13. GOVERNING LAW AND JURISDICTION

13.1 The Framework Contract shall be governed by and construed in accordance with English law.

13.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.

Annex A - Task Form	
<p>1. TO: Name : D/Supt Julian Gregory Address : Director of Intelligence Norfolk Constabulary OCC Jubilee House Falconers Chase Wymondham Norfolk NR18 0WW</p> <p>Email: Telephone : Fax:</p>	<p>2. FROM: QinetiQ Limited Contact : Address : Telephone Fax:</p>
<p>3. DETAILS OF REQUIREMENT</p> <p>3.1 Recovery of all e-mails from CRUBACK3 and CRUWEB08 3.2 Examine exhibit DAW/1 (CRUWEB08) for any e-mail correspondence to/from or linked to a named individual 3.3 Examine exhibit DAW/2 (CRUBACK3) for any e-mail correspondence to/from or linked to a named individual.</p> <p>3.4 The quotation is subject to: <ul style="list-style-type: none"> • your authorisation to proceed being received by 1 May 2010; • QinetiQ Framework Terms and Conditions for Forensic Investigation Services ref; CSG/5511 v2.0, as attached; and • Any special conditions set out in section 3.4 below. </p> <p>3.4 Special conditions – none.</p> <p>3.5 Start Date: TBA 3.6 Completion Date: 10 weeks from authority to proceed to full completion (extracted data to be released at bi-weekly intervals commencing two weeks from authority to proceed).</p>	
<p>4. PRICE:</p> <p>See Section 3. above for details PRICE £55,440.00 (ex. VAT)</p> <p>Signature:</p> <p>Name:</p> <p>Date: 7 April 2010.....</p>	

5. CUSTOMER TASK AUTHORITY

QINETIQ is duly authorised to undertake this task for the price quoted above, subject to QinetiQ Terms and Conditions for Forensic Investigation Services ref; CSG/5511 V 2.0 as previously provided, which shall supersede and override any terms and conditions contained in any purchase order issued pursuant to this Task Contract.

Purchase Order Number:

Customer Representative;

Signature: **Date:**

Name:

FRAMEWORK TERMS & CONDITIONS FOR FORENSIC INVESTIGATION SERVICES

14. INTERPRETATION

14.1 In these terms and conditions:

"Charges" means the charges made by QinetiQ for the provision of the Services;

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14.2 In this Framework Contract references to (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) the masculine include the feminine and the neuter and vice versa; (iii) the singular include the plural and vice versa; and (iv) to Clauses are references to the clauses set out in these terms and conditions. The headings to these terms and conditions will not affect their interpretation.

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Services as set out in the Task Form upon the terms and conditions set out in this Framework Agreement.

16.2 QinetiQ shall perform the Services in accordance with these terms and conditions, which are the only terms upon which QinetiQ is prepared to deal with the Customer and they shall govern the Framework Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

16.3 Each request by the Customer for the supply of Services from QinetiQ under this Framework Contract shall be deemed to be an offer by the Customer to purchase Services subject to these terms and conditions.

16.4 The Customer acknowledges and accepts that during the performance of the Services, any Media subjected to the Services will be exposed to electronic forensic examination and analysis that may be detrimental to the operation of the system. All efforts will be made to maintain the integrity of the media and minimise any interruptions and/or detrimental performance of any system on which the media is operation at the time the Services are performed.

16.5 Where a Task Contract requires QinetiQ to perform Services at the Customer's or third party premises, the Customer shall be responsible for arranging, in good time, all permits, licences or other permissions necessary to enable QinetiQ's employees, agents and representatives to gain access to, and perform the Services at, such premises. QinetiQ's employees, agents and representatives working on the Customer's premises shall abide by such regulations detailed in this Framework Contract as are applicable to their presence on such premises.

17. CUSTOMER OBLIGATIONS

17.1 To enable QinetiQ to perform the Services, the Customer shall obtain, in a timely manner prior to the planned performance of the Services all: (i) appropriate instructions, licences or authorisations; and (ii) third party licences approvals and consents required to permit QinetiQ to carry out the Services in relation to the Media.

17.2 The Customer shall not modify the Media between the date of a Task Contract and the date on which the Services are carried out. If any change is made the Customer shall communicate the nature of the change to QinetiQ in good time (but in any case not less than 24 hours) before the Services are due to be carried out and QinetiQ reserves the right to: (i) make a further charge to accommodate such changes; or (ii) to reschedule the time for carrying out the Services; or (iii) refuse to carry out the Services. QinetiQ will not be liable for any loss, damage or expense suffered by the Customer as a result of any changes not communicated in accordance with this Clause.

If any change is made to the system or media after the detection of an incident, this may have an adverse effect on the validity of any subsequent forensic examination. Any modification to the media may invalidate any subsequent forensic examination results.

17.3 The Customer shall provide all personnel and monitoring of the Services as detailed in the Specification.

18. PRICE AND PAYMENT TERMS

18.1 QinetiQ shall invoice the Customer at the times stated in the Task Contract, or otherwise following completion of the Services. The Customer shall pay to QinetiQ the Charges in respect of the Services by bank transfer to a bank account nominated by QinetiQ within 30 days of submission of an invoice by QinetiQ.

18.2 Unless otherwise stated in the Task Contract, the Charges are exclusive of any Value Added Tax, sales tax or similar, and any taxes, duties or imposts chargeable thereon all of which shall be payable by the Customer as an additional charge. All payments due from the Customer shall be made without deduction of any set-offs taxes, charges and other duties (including withholdings or income taxes).

18.3 If the Customer disputes any invoice or part thereof, the Customer shall immediately notify QinetiQ in writing of the reasons therefore. The Customer shall immediately pay the undisputed portion of the invoice and the Parties shall seek to resolve the dispute within 14 days, and in the absence of a resolution the provisions of Clause 11 (Dispute Resolution) shall apply. Upon resolution of the dispute, such sum as is agreed by the Parties as payable shall be paid immediately to QinetiQ, together with any interest due under Clause 5.4.

18.4 If the Customer fails to pay QinetiQ any sum due pursuant to the Task Contract, the Customer will be liable to pay interest to QinetiQ on such sums from the due date for payment at an annual rate equivalent to the base lending rate from time to time of Lloyds TSB Bank plc plus 4 percentage points, accruing on a daily basis until payment is made, whether before or after any judgement.

19. WARRANTY

19.1 QinetiQ warrants that it will: (i) provide the Services with reasonable care and skill; and (ii) perform the Services in compliance with the Association of Chief Police Officers (ACPO) Good Practise Guide for Computer Based Evidence.–

19.2 Subject to Clause 6.3, if any defect or fault is found to exist in the Deliverables resulting from the performance of the Services not in conformance with the warranty in Clause 6.3, QinetiQ shall at its option either (i) re-perform the relevant Services or part thereof or (ii) refund such proportion of the Charges paid to QinetiQ by the Customer for the Services as is reasonable.

19.3 QinetiQ shall have no liability of any kind for breach of its warranty in Clause 6.1 where such breach is due to any: (i) failure of the Customer to comply with its obligations under the Framework Contract; or (ii) any defect in, or failure of, the Customer's (or a third party's) Media or any computer system on which that Media operates; or (iii) failure by the Customer to follow QinetiQ's reasonable oral or written instructions in connection with the performance of the Services.

19.4 THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE WARRANTIES AT CLAUSE 6.2 AND ASSOCIATED REMEDIES AT CLAUSE 6.3 ARE ITS SOLE AND ENTIRE WARRANTIES AND REMEDIES IN CONNECTION WITH THE PERFORMANCE BY QINETIQ OF THE SERVICES UNDER THIS FRAMEWORK CONTRACT. ALL OTHER REPRESENTATIONS AND WARRANTIES WHICH MAY OTHERWISE BE IMPLIED (BY STATUTE OR OTHERWISE) IN RELATION TO THE SERVICES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

20. LIMITATION OF LIABILITY

20.1 The following provisions set out the entire financial liability of QinetiQ (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer arising under or in connection with the Framework Contract in respect of: (i) any breach of the Framework Contract; and (ii) any representation, statement or tortious act or omission including negligence.

20.2 Nothing in the Framework Contract shall exclude or limit the liability of QinetiQ for: (i) death or personal injury caused by QinetiQ's proven negligence; or (ii) fraud committed by QinetiQ (including fraudulent misrepresentation); or (iii) any other matter which it would be illegal, or in breach of any statutory provision, for QinetiQ to exclude or attempt to exclude its liability for.

20.3 The Customer acknowledges that, by its nature, the Services may cause harm to hardware, computer programs and data forming part of the Media. By agreeing to provide the Media to be submitted to the Services, the Customer accepts that QinetiQ's liability to the Customer shall be excluded in respect of any damages caused by or arising from the performance of the Services except to the extent caused by QinetiQ's proven negligence. This exclusion of liability shall specifically include any loss caused by interruptions to, detrimental performance of, or loss of data from, any computer system on which the Media is operating at the time the Services are performed.

20.4 Subject to Clause 7.2, QinetiQ's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of a Task Contract shall be limited to the sum of £100,000 in respect of each Task Contract.

20.5 Subject to Clause 7.2, QinetiQ shall not be liable to the Customer for: (i) any, indirect, special or consequential loss, damage, costs, expenses or other claims whatsoever; or (ii) any economic loss (including loss of profit, loss of business, depletion of goodwill or like loss); or (iii) any loss, damage or liability to the extent caused by the negligence, wilful misconduct or other fault of the Customer, its employees, agents or contractors or a breach by the Customer of this Framework Contract; in each case howsoever caused, including without limitation negligence or breach of statutory duty or misrepresentation, arising out of or in connection with the Framework Contract.

20.6 If the Customer fails to obtain such consents approvals and licences required under Clause 4.1, it shall pay QinetiQ any loss, damage or expense suffered by QinetiQ as a result.

21. COMMERCIAL CONFIDENTIALITY

21.1 Without prejudice to the rights of either Party arising elsewhere in the Framework Contract, all Proprietary Information exchanged between the Customer and QinetiQ shall be treated as commercially confidential in accordance with this Clause.

21.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Framework Contract) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

21.3 The obligations of confidentiality owed by one Party to the other set out in this Clause shall remain in force despite the completion (or earlier determination) of the Framework Contract but shall not apply to information which (i) is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under this Agreement); or (ii) is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality; or (iii) becomes known to the receiving Party without restriction from an independent source having the right to convey it; or (iv) is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party; or (v) is required to be disclosed by applicable law or by any competent regulatory body.

22. TERM AND TERMINATION FOR BREACH

22.1 The duration of the Framework Contract shall be as expressly agreed between the Parties, or in the absence of any express agreement, a period of 5 years from the date of the Framework Agreement after which this Framework Agreement shall automatically expire. The duration of each Task Contract shall be as set out in the relevant Task Form.

22.2 Without prejudice to any rights of action or remedy which have accrued or shall accrue, either Party (the "Terminating Party") may at any time by written notice:

9.2.1 Terminate an individual Task Contract if the other Party is in breach of any material obligation under that Task Contract and if the breach is capable of remedy, the other Party has failed to remedy such breach within thirty (30) days of written notice to that Party requiring remediation of the breach; or

9.2.2 Terminate this Framework Contract and any individual Task Contract if: (i) any distress, execution or other process is levied upon any of the assets of the other Party; or (ii) the other Party enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other Party's undertaking or assets; or (iii) the other Party ceases or threatens to cease to carry on its business; or (iv) the financial position of the other Party deteriorates to such an extent that in the opinion of the Terminating Party the capability of the other Party adequately to fulfil its obligations under the Framework Contract has been placed in jeopardy.

22.3 Where QinetiQ terminates a Task Contract under this Clause, the Customer shall within seven (7) days pay to QinetiQ: (i) all outstanding payments invoiced by QinetiQ under the Task Contract at the date of termination; (ii) in addition a fair and reasonable price for work done or in progress but not invoiced for at the date of termination; (iii) all costs (including overheads) and liabilities incurred by QinetiQ arising out of or resulting from termination, including but not limited to suppliers' and sub-contractors' cancellation charges; and (iv) a sum in respect of the profits which QinetiQ would have made under the Task Contract but for its termination.

22.4 Where QinetiQ terminates this Framework Agreement under this Clause, in QinetiQ's entire discretion, QinetiQ shall either: (i) complete the Services under each existing Task Contract at the date of termination; or (ii) give notice to the Customer, in accordance with this Framework Contract, to terminate each Task Contract in which case the provisions of Clause 9.3 shall apply in respect of each Task Contract terminated.

22.5 All Clauses which are implicitly intended to survive termination of this Framework Contract shall remain in force after termination.

23. FORCE MAJEURE

23.1 QinetiQ shall not be liable for any failure to perform, or any delay in performing, its obligations if the failure or delay is due directly or indirectly to any cause beyond the reasonable control of QinetiQ, which shall include but not be limited to the following: (i) any act of God, fire, flood, explosion, accident, war, governmental actions, strikes, civil disturbance or emergency; or (ii) any major plant or equipment or power failure or shortage which has a material affect on the operations of a facility; or (iii) failure of any telecommunication facility such as but not limited to telephone or internet connection; or (iv) the postponement of any trial or test as a result of unsafe conditions.

23.2 In the event of failure or delay arising from such circumstances, QinetiQ will provide full details to the Customer and shall take all reasonable steps to mitigate the effect of the delay. Performance of the Framework Contract shall be suspended for such time as the delay continues.

24. DISPUTE RESOLUTION

24.1 If any dispute arises out of or in connection with this Framework Contract ("**Dispute**") the Parties undertake that, prior to the commencement of any legal proceedings pursuant to Clause 13, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate the process by written notice to the other.

24.2 If the Dispute has not been resolved to the satisfaction of either Party within thirty days of initiation of the procedure pursuant to Clause 11.1 or if either Party fails or refuses to participate in or withdraws from participating in the procedure then either Party may deal with the Dispute through legal proceedings issued in accordance with Clause 13.

25. MISCELLANEOUS

25.1 A notice given under or in connection with the Framework Contract must be in writing and delivered by hand or sent by first class post to the Company Secretary at QinetiQ's registered office with a copy to the Commercial Manager at the address set out in the Framework Contract or (as the case may be) to the address of the Customer shown in the Framework Contract or to such other address as either QinetiQ or the Customer (as the case may be) may substitute by notice to the other Party. Notice shall be deemed given: (i) if sent by first class post or international overnight courier: two business days after posting or sending by such courier exclusive of the day of posting or sending; or (ii) if delivered by hand: on the day of delivery.

25.2 No amendment to this Framework Contract shall be effective unless signed on behalf of both Parties.

25.3 A Party shall not be entitled to assign the Framework Contract or any part of it without prior written consent of the other Party.

25.4 A person who is not a Party to this Framework Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Contract. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

25.5 Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the Framework Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Framework Contract.

25.6 The Framework Contract constitutes the entire agreement between the parties in connection with its subject matter and neither Party has relied on any representation or promise except as expressly set out in the Framework Contract.

25.7 If any provision of these terms and conditions is held by any competent authority to be illegal, void, voidable, invalid, unenforceable or unreasonable in whole or in part it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

26. GOVERNING LAW AND JURISDICTION

26.1 The Framework Contract shall be governed by and construed in accordance with English law.

26.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.

Annex A - Task Form	
<p>1. TO: Name : D/Supt Julian Gregory Address : Director of Intelligence Norfolk Constabulary OCC Jubilee House Falconers Chase Wymondham Norfolk NR18 0WW</p> <p>Email: Telephone : Fax:</p>	<p>2. FROM: QinetiQ Limited Contact : Address : Telephone Fax:</p>
<p>3. DETAILS OF REQUIREMENT</p> <p>3.1 Examine the file FOI2009 to identify any e-mails or other material that relates to a named individual.</p> <p>3.2 The quotation is subject to:</p> <ul style="list-style-type: none"> • your authorisation to proceed being received by 1 May 2010; • QinetiQ Framework Terms and Conditions for Forensic Investigation Services ref; CSG/5511 v2.0, as attached; and • Any special conditions set out in section 3.3 below. <p>3.3 Special conditions – none.</p> <p>3.4 Start Date: 7 April 2010</p> <p>3.5 Completion Date: 12 April 2010</p>	
<p>4. PRICE:</p> <p>Examine the file FOI2009 to identify any e-mails or other material that relates to a named individual.</p> <p>PRICE £742.50 (ex. VAT)</p> <p>Signature:</p> <p>Name:</p> <p>Date: 7 April 2010.....</p>	

5. CUSTOMER TASK AUTHORITY

QINETIQ is duly authorised to undertake this task for the price quoted above, subject to QinetiQ Terms and Conditions for Forensic Investigation Services ref; CSG/5511 V 2.0 as previously provided, which shall supersede and override any terms and conditions contained in any purchase order issued pursuant to this Task Contract.

Purchase Order Number:

Customer Representative;

Signature: **Date:**

Name: