

DATED 21 JULY 2014

(1) THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

AND

(2) ACCENTURE (UK) LIMITED

AGREEMENT
in relation to the appointment of an Innovation and
Integration Partner



Pinsent Masons

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THIS AGREEMENT is made on 21 JULY 2014

BETWEEN:

- (1) **THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS** constituted as a corporation sole under the Police Reform and Social Responsibility Act 2013 whose principal place of business is at Lloyd House, Colmore Circus, Birmingham, B4 6NQ (the "**Commissioner**"); and
- (2) **ACCENTURE (UK) LIMITED** (Company Number: 4757301) whose registered office address is at 30 Fenchurch Street, London, EC3M 3BD (the "**IIP**").

BACKGROUND

- (A) In accordance with the European Union public sector procurement principles as implemented in the United Kingdom, the Commissioner has issued an OJEU notice (ref: 139-242056) ("**OJEU Notice**") setting out its requirements for certain services to be provided to implement a radical business and ICT change programme to deliver better policing services to those that live and work in the West Midlands. The Commissioner issued a PQQ to respondents to its advert and then subsequently assessed and selected a shortlist of candidates.
- (B) Following such assessment and selection, on 7 October 2013 the Commissioner issued an Invitation to Submit Outline Proposal ("**ISOP**") to potential innovation and integration partners (including the IIP) and subsequently evaluated responses to the ISOP.
- (C) Following competitive dialogue the Commissioner issued an Invitation to Submit Final Tender ("**ISFT**") to the three potential shortlisted innovation and integration partners (including the IIP) and subsequently evaluated responses to the ISFT.
- (D) Based on the IIP's response to such ISFT the Commissioner now wishes to appoint the IIP to carry out certain Services (as defined below) in accordance with the terms and conditions of this Agreement.
- (E) The Commissioner and Chief Constable (as defined below) are each constituted as a corporation sole under the Police Reform and Social Responsibility Act 2013. References to the Commissioner and the Chief Constable in this Agreement are to the corporation sole and actions may be taken by employees or representatives of the corporation sole in accordance with the Scheme of Governance (as defined below).

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the definitions set out in Schedule 1 (Definitions) shall apply.
- 1.2 In this Agreement, unless the context otherwise requires:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 reference to a gender includes the other gender and the neuter;
 - 1.2.3 references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it; and
 - 1.2.4 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words.

- 1.3 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 1.4 References to Clauses and Schedules are, unless otherwise provided, references to the clauses of and schedules to this Agreement.
- 1.5 If there is any conflict between the Clauses and the schedules and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.5.1 the Clauses and Schedule 1 (Definitions);
 - 1.5.2 any Work Order;
 - 1.5.3 Schedule 6 (Pricing and Payment);
 - 1.5.4 Schedule 2 (Commissioner Requirements);
 - 1.5.5 any other Schedules (save for Schedule 4 (IIP's Tender)) and their annexes;
 - 1.5.6 Schedule 4 (IIP's Tender); and
 - 1.5.7 any other document referred to in this Agreement or any other document attached to this Agreement.
- 1.6 The IIP acknowledges and agrees that obligations and responsibilities of the Commissioner set out in this Agreement may be completed by either the Commissioner and/or the Chief Constable on behalf of the Commissioner or their nominees or representatives from time to time.
- 1.7 The Commissioner and Chief Constable (as defined below) are each constituted as a corporation sole under the Police Reform and Social Responsibility Act 2013. References to the Commissioner and the Chief Constable in this Agreement are to the corporation sole and actions may be taken by employees or representatives of the corporation sole in accordance with the Scheme of Governance (as defined below).
- 1.8 The parties acknowledge and agree that time shall not be of the essence in respect of any timebound obligations set out in this Agreement. For the avoidance of doubt, this Clause shall not affect the Commissioner's rights in respect of a Critical Milestone as set out in Clause 5.4.3.
- 1.9 The Commissioner and the IIP acknowledge and agree, and the Commissioner shall procure that the Chief Constable acknowledges and agrees that nothing in this Agreement and/or any Work Order is intended to give the Commissioner, the IIP or the Chief Constable a right to recover more than once for the same loss incurred. For the avoidance of doubt, in the instance of the Commissioner and the Chief Constable it is intended that recovery by either entity shall be considered as recovery by the Commissioner and that they shall not each have a separate right to recover for the same loss incurred.

2. STATEMENT OF INTENT

- 2.1 The IIP acknowledges that it will, through the delivery of the Services be required to assist the Commissioner (and Other Third Parties as appropriate) with achievement of their strategic objectives in meeting the following specific outcomes and statement of intent forming part of the rationale for the appointment of the IIP, at all times working alongside and in partnership with the Commissioner:-
- 2.1.1 Crime falls and demand for services reduces. This means:-
 - (a) WMP continues to reduce crime overall;
 - (b) West Midlands as a region continues to see nationally low levels of re-offending;

- (c) Demand for police services from the public reduces (calls and non call service requests);
 - (d) Reduction in 'partner' demand for police services;
 - (e) Such other measures that may be set for WMP by the Commissioner through the Police and Crime Plan are able to be delivered; and
 - (f) Such other measures set by national government are able to be delivered.
- 2.1.2 The public has confidence in the police. This means:
- (a) Confidence in policing in the West Midlands improves;
 - (b) Conduct complaints against the police reduce;
 - (c) WMP maintains neighbourhood based policing services.
- 2.1.3 People are protected from harm. This means:-
- (a) WMP is able to achieve its requirements under the strategic policing requirement issued by the Home Secretary from time to time;
 - (b) WMP has effective policing services to deal and reduce the threats it faces in organised crime, public order, protecting vulnerable people and terrorism;
 - (c) WMP is able to provide accessible and effective services to all communities and groups; and
 - (d) WMP is able to meet standards set under approved professional practice, college of policing accreditation, HMIC inspections or other Regulatory Bodies whose remit extends to policing.
- 2.1.4 The public experience good services from the police. This means:
- (a) Satisfaction with service on crime and anti-social behaviours issues improves;
 - (b) Standards for answering and responding to requests for service are improved.
- 2.1.5 WMP becomes more pre-emptive and less reactive. This means:-
- (a) Increasing the portion of resource available to the force available to service and protect the public;
 - (b) Increasing operational officer's available time; and
 - (c) Ensuring services, within the functions agreed in the TOM, are efficient against the HMIC assessments and industry benchmarks.
- 2.1.6 WMP's staff have confidence in their abilities and the force. This means:-
- (a) Increased staff confidence in their own capabilities;
 - (b) Increased staff satisfaction at work;
 - (c) Increased staff confidence in WMP; and
 - (d) Increased staff availability.

- 2.1.7 Ensure WMP is improving at a rate which matches or exceeds comparable organisations;
 - 2.1.8 WMP can achieve significant reductions in the costs of delivering policing to match public sector spending reductions.
- 2.2 These desired outcomes can only be achieved by:-
- 2.2.1 Realising the full potential and productivity of officers and staff;
 - 2.2.2 Ensuring the provision of the best available information and facilitating its use to tackle crime, demand, vulnerability and risk;
 - 2.2.3 Delivering new levels of efficiency through the introduction of new capabilities, processes and systems;
 - 2.2.4 Increasing the development of evidence based policing practice;
 - 2.2.5 Building a resilient ICT architecture with a step change in technology; and
 - 2.2.6 Achieving a return on investments.
- 2.3 The Commissioner and the IIP shall both act in good faith in performing its obligations under this Agreement and shall comply with the Partnership Principles.
- 2.4 Clauses 2.1 to 2.3 are an introduction to this Agreement and do not (save where specified elsewhere within this Agreement) create any contractual obligations or expand the scope of the parties' obligations under this Agreement or alter the plain meaning of the terms and conditions of this Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted taking into account the statement of intent in Clauses 2.1 to 2.3.

3. COMMENCEMENT AND TERM

- 3.1 Subject to Clause 3.2, this Agreement shall commence on the Effective Date and shall, unless terminated by either party in accordance with this Agreement, expire at:-
- 3.1.1 the end of the Initial Term; or
 - 3.1.2 if the Commissioner elects to extend the Initial Term, at the end of the relevant Extension Period
- (the "Term").
- 3.2 The Commissioner may elect to extend this Agreement at the end of the Initial Term, for a period not exceeding three (3) years from the expiry of the Initial Term by giving the IIP at least six (6) months' written notice, such notice to expire no later than the end of the Initial Term (the "Extension Period").
- 3.3 For the avoidance of doubt, expiry of this Agreement at the end of the Initial Term and/or the Extension Period shall not, unless otherwise specifically stated in the Work Order, affect the ongoing rights or obligations of the parties under any Work Order (and this Agreement shall remain in full force and effect solely to the extent necessary to give effect to that Work Order).
- 3.4 The IIP acknowledges that, in entering into this Agreement, no form of exclusivity or volume guarantee has been granted by the Commissioner for Services from the IIP and that the Commissioner is at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the Services.
- 3.5 The parties acknowledge and agree that the scope of the Services shall not include any requirement on the IIP to deliver any statutory obligations of WMP. However, it will be essential

that the IIP assists the Commissioner and/or the Chief Constable (as applicable) in delivering the relevant statutory obligations.

4. **MOBILISATION**

- 4.1 During the Mobilisation Period, each party shall comply with its obligations set out in the Mobilisation Plan. Without prejudice to the remaining provisions of this Agreement and subject to the terms of the Mobilisation Plan, the IIP shall be responsible for managing and completing the services set out in the Mobilisation Plan by expiry of the Mobilisation Period and for providing monthly progress reports to the Commissioner during the Mobilisation Period. The IIP shall monitor the performance against the Mobilisation Plan.
- 4.2 The Mobilisation Plan should be sufficiently detailed as is necessary to manage the implementation projects effectively.
- 4.3 All changes to the Mobilisation Plan shall be subject to the Change Control Procedure.

SECTION B – THE SERVICES

5. **SERVICES**

- 5.1 The IIP shall carry out the Services as set out in the Services Description and these Services shall consist of the following elements:-
- 5.1.1 development of a Target Operating Model;
 - 5.1.2 development of a Programme of Work to deliver the TOM;
 - 5.1.3 implementation and/or oversight of the implementation of the Programme of Work through the Commissioning Process; and
 - 5.1.4 provision of end-to-end support to manage and integrate the Programme of Work (including the operation of all relevant solutions) through the Contract Management and Integration Services.
- 5.2 The above four stages are set out in more detail in Clauses 5.4 (TOM), 5.5 and 5.6 (Programme of Work), 5.7 (Commissioning Process) and 5.8 below. The parties acknowledge and agree that the stages may be run in parallel as agreed with the Portfolio Team from time to time where it is considered, by the Commissioner, necessary to commence implementation of a Component Project in advance of final sign off of the TOM and/or the Programme of Work.
- 5.3 In carrying out the Services the IIP must at all times adhere to the Innovation Principles.
- 5.4 **Development of Target Operating Model (TOM)**
- 5.4.1 The IIP shall be responsible (as set out in more detail in the Services Description) for:-
 - (a) carrying out a detailed analysis of WMP's current capability and existing change programme;
 - (b) development of the target outcomes for the TOM;
 - (c) utilisation of methodologies and work processes to manage the delivery of the TOM;
 - (d) benchmarking the components of the TOM against the wider market;
 - (e) preparing a finalised TOM; and

- (f) completing a gap analysis between the current capability and the finalised TOM.
- 5.4.2 In carrying out such work the IIP shall liaise with and report to the Portfolio Team on a regular basis (which shall be at least weekly) providing an update on the current status and setting out clearly what input is required from the Portfolio Team at each phase.
- 5.4.3 The IIP shall be responsible for project managing the work required to develop the TOM and for supplying each Deliverable relating to the TOM in accordance with the relevant Milestone Date. If, in the case of a Critical Milestone Date only, the IIP fails to supply a Deliverable (whether or not such Deliverable relates to the TOM) by the relevant Critical Milestone Date, the Commissioner shall be entitled to terminate this Agreement on written notice without liability (provided the Commissioner has validly and legally exercised such right).
- 5.4.4 At least once a month (or such other period as the parties may agree), the IIP shall report to the OCB on the current status of the TOM development providing a detailed report on the outputs and the next phase of work anticipated. The OCB shall either:-
- (a) approve the report in which case the IIP shall proceed with the next phase of work required; or
 - (b) require the IIP to make reasonable amendments or revisions to the work undertaken in the previous month(s) in which case the OCB shall either authorise the IIP to continue with the next phase of work in conjunction with any amendments or revisions or it shall require the IIP to report on the amendments and revisions only at the next OCB.
- 5.4.5 On or before the relevant Milestone Date the IIP shall submit the final version of each of:
a) the As-Is Operating Model Deliverable; and b) the To-Be Operating Model and Target IT Operating Model Deliverables to the OCB for Acceptance. The OCB shall review each of the Deliverables submitted against the relevant Acceptance Criteria and:-
- (a) if such Acceptance Criteria have been met (to the reasonable satisfaction of the Commissioner) the Deliverable shall be Accepted (but, for the avoidance of doubt, shall not be approved unless and until it is approved in accordance with Clause 5.4.7 below); or
 - (b) if such Acceptance Criteria have not been met, the OCB may require the IIP to make amendments or revisions to the relevant Deliverable in which case the IIP shall make such amendments or revisions and, within 10 (ten) Working Days of the request for amendment or revision, submit to the OCB for its acceptance again in accordance with this Clause 5.4.5 provided that if the TOM has been submitted for approval on 2 or more prior occasions, the Commissioner shall have the right to terminate the Agreement in accordance with Clause 19.1.1 rather than require further amendments or revisions to the relevant Deliverable.
- 5.4.6 Any Dispute as to whether a Deliverable meets the Acceptance Criteria shall be resolved in accordance with Clause 69 of this Agreement.
- 5.4.7 Once the final version To-Be Operating Model Deliverable and Target IT Operating Model Deliverable has been Accepted in accordance with Clause 5.4.5 above the IIP shall submit the final version of both such Deliverables to the OCB for Approval as the TOM. The OCB shall either:-
- (a) Approve the TOM in which case such approved TOM shall be submitted to the Commissioner and/or Chief Constable for final Approval in accordance with Schedule 7 and once approved in accordance with that Schedule it shall become the TOM for the purposes of the Agreement and shall be kept under review by the IIP during the Term in accordance with Clause 5.4.9; or

- (b) reject the Deliverables in which case the Commissioner shall be entitled to exercise its rights under Clause 19.1.1;
- 5.4.8 For the avoidance of doubt, unless otherwise specified in Schedule 6, the IIP shall not be entitled to charge the Commissioner for any amendments or revisions required under Clause 5.4.4 (b) or Clause 5.4.5 (b).
- 5.4.9 Following Approval of the TOM in accordance with this Clause 5.4 the IIP shall, to the extent set out in the Services Description, keep the TOM under review in accordance with the provisions of Clause 9.1, in accordance with Good Industry Practice and the Innovation Principles and shall ensure that such refresh is in line with the Commissioner's planning and budget cycle. The IIP shall submit any recommended changes or amendments to the TOM to the Portfolio Team and, if approved by the Portfolio Team, the IIP shall submit it for Approval in accordance with Clause 5.4.7.
- 5.4.10 If the Commissioner requires any changes to the TOM following its Approval in accordance with this Clause 5.4 it shall submit the details of such changes to the IIP and any such change shall be completed by the IIP without charge unless the parties agree otherwise.

5.5 Programme of Work

- 5.5.1 The IIP shall be responsible for designing a Programme of Work as further set out in the Services Description.
- 5.5.2 The Programme of Work must:-
 - (a) outline a strategy for delivery of the TOM and how this will meet the Performance Outcomes and the requirements of this Agreement;
 - (b) cover a 5 year horizon (Strategic Programme Forecast). This forecast will provide a vision of how the Programme of Work will support the evolution of WMP at a strategic level and deliver key changes to policing approach, support services, resourcing, systems etc, including how these changes are to be addressed in terms of anticipated project activity and an outline plan as to how these will be achieved;
 - (c) cover a 2 year forecast – this forecast will build on the Strategic Programme Forecast and create a detailed plan of Component Projects to be undertaken within the Programme of Work to achieve the strategic objectives of WMP. The 2 year forecast will define specific Component Projects which will be considered with each having an Outline Business Case in place along with indicative timetable for completion. The IIP shall keep this updated on a two year rolling basis;
 - (d) cover a rolling 6 months ahead forecast (Operational Programme Forecast). This forecast will be generated on a monthly basis assimilating details of individual Component Projects into a cohesive programme structure and ensuring effective allocation of resources and alignment of programme deliverables with the agreed objectives. This forecast will also take into account achievement of individual Component Projects and determine any changes to future project activity which results from this;
 - (e) include resourcing levels and a business as usual plan in order to demonstrate the maintenance of ongoing service provision by WMP during the course of the implementation of the Programme of Work;
 - (f) identify any areas where the IIP feels that there may be areas with potential Intellectual Property Rights to be developed and why;

- (g) detail justifications and benchmarking proposals for the initial two years costings and the five year horizon; and
 - (h) be in sufficient detail to enable it to be used to inform and engage all stakeholders on the benefits of the project.
- 5.5.3 The strategic direction of the Programme of Work shall be defined for the Initial Term so as to drive a longer term planning and financial process and shall set out justification for how the proposals, investments, cost savings and efficiency improvements during the Initial Term will be Affordable. This should be updated on an annual basis in line with the Commissioner's planning cycle.
- 5.5.4 The Programme of Work must support the delivery of the TOM and must be Affordable. The Programme of Work will set a 5 year horizon long with a detailed two year plan to implement the change strategy. Such Programme of Work shall offer choice to the Commissioner taking into account the following:-
- (a) the need for impact on crime and demand;
 - (b) the need to improve public service;
 - (c) the need to improve the capacity and capability of policing resources;
 - (d) legal requirements falling upon the Commissioner and the Chief Constable;
 - (e) the electoral cycle;
 - (f) opportunities emerging in the local and national context;
 - (g) the need to develop the infrastructure of the force;
 - (h) the need for cost reduction;
 - (i) the level of risk and investment involved;
 - (j) any partner dependencies (including technical dependencies); and
 - (k) any technical interdependencies between the Component Projects.
- 5.5.5 The Programme of Work shall include:-
- (a) any inter-dependencies between key stages and activities and/or Component Projects that have been identified and the IIP's proposals to mitigate these;
 - (b) identification of any anticipated dependencies on the Commissioner (which will ultimately be subject to agreement as part of any Work Order for an implemented Component Project);
 - (c) a recommended order of priority for implementation of the Programme of Work setting out the reasons and benefits for the order recommended in light of the considerations outlined at Clause 5.5.4 above;
 - (d) a timetable for implementation of each Component Project;
 - (e) an assessment of the Affordability of the Programme of Work; and
 - (f) an assurance that the Programme of Work is capable of end to end delivery which means that the Programme of Work will deliver the TOM and the Performance Outcomes while enabling the Commissioner and Chief Constable

to plan and resource a long term programme of work and ensuring that at the end of the Term the programme is sustainable enabling the Services to effectively transition back to the Commissioner. In particular, the IIP must demonstrate that the Component Projects within the Programme of Work are individually and collectively capable of securing the benefits sought through the TOM and their collective application is not creating increased costs or service delivery problems in other areas of the force's work or the work of partners.

- 5.5.6 On or before the relevant Milestone Date the IIP shall submit the final version of the Programme of Work Roadmap Deliverable and associated Outline Business Cases Deliverables for the first two years within the Programme of Work to the OCB for Acceptance. The OCB shall review the Deliverables against the relevant Acceptance Criteria and:-
- (a) if such Acceptance Criteria have been met (to the reasonable satisfaction of the Commissioner) the Deliverables shall be Accepted (but, for the avoidance of doubt, shall not be approved unless and until it is approved in accordance with Clause 5.5.8 below); or
 - (b) if such Acceptance Criteria have not been met, the OCB may require the IIP to make amendments or revisions to the Deliverables in which case the IIP shall make such amendments or revisions and, within 10 (ten) Working Days of the request for amendment or revision, submit to the OCB for its acceptance again in accordance with this Clause 5.5.6 provided that if the Programme of Work has been submitted for approval on 2 or more prior occasions, the Commissioner shall have the right to terminate the Agreement in accordance with Clause 19.1.2 rather than require further amendments or revisions to the Programme of Work.
- 5.5.7 Any Dispute as to whether the relevant Deliverable meets the Acceptance Criteria shall be resolved in accordance with Clause 69 of this Agreement.
- 5.5.8 Once the Programme of Work Roadmap Deliverable and associated Outline Business Cases Deliverables for the first two years within the Programme of Work has been Accepted in accordance with Clause 5.5.6 above the IIP shall submit the Deliverables to the OCB for Approval as the Programme of Work. The OCB shall either:-
- (a) Approve the Programme of Work in which case such approved Programme of Work shall be submitted to the Commissioner and/or Chief Constable for final approval in accordance with Schedule 7 and once approved in accordance with that Schedule it shall become the Programme of Work for the purposes of this Agreement against which Component Projects are submitted for approval in accordance with the Commissioning Process.
 - (b) reject the Programme of Work in which case the Commissioner shall be entitled to exercise its rights under Clause 19.1.2.
- 5.5.9 For the avoidance of doubt, unless otherwise specified in Schedule 6, the IIP shall not be entitled to charge the Commissioner for any amendments or revisions required under Clause 5.5.6(b).
- 5.5.10 The Approval of the Programme of Work does not commit the Commissioner to any Component Project within the Programme of Work unless and until such Component Project is approved in accordance with the Commissioning Process.
- 5.5.11 If the Commissioner requires any changes to the Programme of Work following its Approval in accordance with this Clause 5.5 it shall submit the details of such changes to the IIP and any such change shall be completed by the IIP without charge unless the parties agree otherwise.

5.5.12 The IIP shall be responsible for delivery of the Programme of Work Deliverable and subject to Clause 5.5.13 below programme managing the implementation of the Programme of Work (in accordance with the Commissioning Process) in order to achieve the agreed outcomes and objectives in the Programme of Work (including, for the avoidance of doubt, existing WMP change programme).

5.5.13 In this context, where a Component Project is delivered by a third party, the IIP shall be deemed to have discharged its programme management responsibilities referred to in Clause 5.5.12 above if the IIP has taken all steps and actions that could reasonably be expected of an integration partner in accordance with Good Industry Practice which shall include, without limitation:-

- (a) specifying integration requirements and using its Best Endeavours to manage the delivery of the Component Project by the third party, including the quality required and the timing of such delivery by the third party taking into account that the IIP has no contractual control over the third party;
- (b) managing the delivery of the third party of the Component Project in accordance with the relevant contractual terms for and on behalf of the Commissioner on a day to day basis;
- (c) the IIP has made any third parties aware of any issues in relation to their performance or non-performance in respect of any Component Project (of which it becomes aware or ought reasonably be aware of) within a reasonable period of time in advance of any input or delivery being required to be performed; and
- (d) the IIP has notified the Commissioner of any issues (of which it is aware or ought reasonably to be aware) arising in relation to the delivery of the third party in respect of any Component Project to the extent the IIP is not reasonably able to resolve such issues itself and/or where it considers it appropriate to enforce contractual terms against the third party (provided that nothing in this clause shall obliged the Commissioner to take any enforcement action in respect of such third parties).

5.6 WMP current change programme

5.6.1 The IIP shall be required to take into account WMP's current change programme in developing the TOM and the Programme of Work.

5.6.2 In respect of each element of the current change programme the IIP shall make a recommendation as part of the Programme of Work as to whether each element:-

- (a) remains to be delivered by the Commissioner and/or Chief Constable (as appropriate) on the same basis as prior to this Agreement;
- (b) is terminated and not replaced including the timetable for termination and any cost or liability consequences that the Commissioner and/or Chief Constable may incur as a result;
- (c) is terminated and replaced by a Component Project within the Programme of Work (and such Component Project must be approved through the Commissioning Process in accordance with this Agreement); or
- (d) is handled in an alternative manner and the IIP's proposals shall set out its recommendation and the benefits of this.

5.6.3 The OCB shall consider the IIP's proposals in relation to the current change programme and the IIP shall propose a course of action for each element. This will be considered as part of the development of the Programme of Work and will be subject to Acceptance and

Approval (as part of the Programme of Work Deliverable) in accordance with the provisions of Clause 5.5 above.

5.7 Commissioning Process

- 5.7.1 Prior to implementation of any Component Project the IIP shall be responsible for submitting the Component Project for approval in accordance with the Commissioning Process as set out in Part C of Schedule 3 (Services Description).
- 5.7.2 Where any Component Project is inter-dependent on other Component Project(s) and/or is part of a programme of Component Projects then such projects shall be submitted to the Commissioning Process as Linked Component Projects for approval together with a statement setting out why such Component Projects are inter-dependent and the consequences of implementing one without the other. For the avoidance of doubt, each Component Project within a series of Linked Component Projects shall be subject to approval individually.
- 5.7.3 The parties shall only be contractually bound to a Component Project if and when a Work Order has been entered into by the parties in respect of such Component Project in accordance with the Work Order Procedure.

5.8 Contract Management and Integration Services

- 5.8.1 The IIP shall provide ongoing Contract Management and Integration Services as further detailed in the Services Description.
- 5.8.2 The Contract Management and Integration Services shall be provided so as to ensure that the Programme of Work is managed holistically from end-to-end including integration of Component Projects. The Contract Management and Integration Services shall ensure realisation of the TOM and the implementation of a fully integrated set of business solutions.
- 5.8.3 The Contract Management and Integration Services shall include:-
- (a) a detailed implementation plan which addresses all aspects of deliver of the agreed Programme of Work;
 - (b) updates to the detailed implementation plan on a routine basis and no less frequently than monthly to ensure adequate visibility of forecast resource requirements for the Programme of Work;
 - (c) the IIP working with WMP to ensure that all impacts of delivering the detailed implementation plan are identified particularly in respect of the ability of WMP to maintain performance standards and provide the required level of support to the Programme of Work;
 - (d) ensuring that the detailed implementation plan takes into account the impact of the overall change programme on the business continuity and disaster recovery provisions of WMP and that any such impacts are minimised and contained within agreed risk parameters.
 - (e) identification of any departure from the detailed implementation plan and, where appropriate, development in association with WMP and/or a Component Project delivery organisation, plans to address any such variances. These plans shall be shared with WMP and, once agreed, shall be managed by the IIP as part of the ongoing delivery of the detailed implementation plan.
- 5.8.4 In respect of each Component Project which is approved through the Commissioning Process, the parties agree that:-

- (a) where the IIP is appointed to deliver such Component Project the parties shall agree a Work Order in accordance with the Work Order Procedure; and
- (b) where a third party is appointed to deliver such Component Project, the IIP shall if, and to the extent requested by the Commissioner, provide the Contract Management and Integration Services in respect of such Component Project to meet the specific requirements of such Component Project.

5.8.5 The Commissioner may require the IIP to provide any or all of the Contract Management and Integration Services in respect of any Component Project and/or other projects implemented by the Commissioner which are complementary to the implementation of the TOM by giving notice in writing to the IIP.

5.8.6 The IIP acknowledges that the Commissioner is not obliged to take any Contract Management and Integration Services from the IIP and that nothing prevents the Commissioner from receiving services that are the same as or similar to the Contract Management and Integration Services from any third party. For the avoidance of doubt, any requirement for Contract Management and Integration Services shall be subject to approval in accordance with Schedule 7.

5.8.7 The parties shall review the IIP Personnel required for the provision of the Contract Management and Integration Services (as set out in Part D of Schedule 3) on or before the end of each Agreement Year and shall agree the IIP Personnel required for the provision of such services for the next Agreement Year. The parties shall agree a corresponding adjustment to the Charges to reflect any changes in accordance with the provisions of Schedule 6.

5.9 ICT Work Order

5.9.1 The parties acknowledge and agree that in order to implement the TOM, the Commissioner will require the delivery of an information communications and technology work stream ("ICT Services").

5.9.2 Subject to agreeing a relevant Work Order for such ICT Services, the IIP shall comply with the provisions of that Work Order.

5.10 Save as set out in the Services Description, the IIP shall not carry out the Services (or any part thereof) outside of the United Kingdom without the Commissioner's prior written consent.

6. WORK ORDER PROCEDURE

6.1 As part of the Commissioning Process for each Component Project the IIP shall provide a draft Work Order.

6.2 Unless the parties agree otherwise, following development and approval of a Detailed Business Case in accordance with Schedule 3 (Part C), the IIP shall, at its own cost, prepare the first draft of each Work Order (with the assistance of the WMP where applicable) which shall reflect the terms of the Detailed Business Case for the relevant Component Project.

6.3 The content of the first draft shall be substantially in the form set out the Template Work Order and completed by IIP to a level which, at a minimum, would:-

6.3.1 enable accurate assessment of the cost and effort needed to deliver the Work Order, the proposed timeline for Work Order completion and proposals regarding Acceptance of related Deliverables;

6.3.2 provide price information in sufficient detail to facilitate charging in accordance with Schedule 6 including:-

- (a) the charging basis/bases selected from those set out in Schedule 6; and

(b) the supporting documentation referred to in Schedule 6.

- 6.4 Unless the parties agree otherwise, the process from inception (by either party) to agreement of each Work Order shall take twenty eight (28) days or less depending on the complexity of the subject matter of the Work Order and availability of resource to complete the Work Order procedure.
- 6.5 For the avoidance of doubt, all Work Orders shall be subject to the Scheme of Governance.
- 6.6 Work Orders shall not be effective or binding until signed by:-
- 6.6.1 Head of Legal Services or Contracts and Procurement Unit Manager (or such other person as may be notified to the IIP in writing from time to time) for and on behalf of the Commissioner; and
- 6.6.2 Relationship Director (as defined in the Resource Plan) (or such other person as may be agreed between the parties from time to time) for and on behalf of the IIP.
- 6.7 The parties shall comply with each Work Order once approved in accordance with this Clause 6.
- 6.8 Each Work Order shall be subject to (and shall incorporate into it) all applicable terms and conditions of this Agreement unless otherwise explicitly stated in the Work Order.
- 6.9 Unless otherwise agreed each party shall be responsible for its own costs (including those of its related third parties) incurred in proposing, preparing, developing, discussing, negotiating and agreeing a Work Order to the point it becomes binding. For the avoidance of doubt, any costs incurred in developing a Detailed Business Case shall be as set out in Schedule 6.
- 6.10 If either party considers that the approval and/or implementation of a Work Order shall give rise to a change to this Agreement such change shall be dealt with in accordance with the Change Control Procedure.

7. SERVICE STANDARDS

- 7.1 The IIP shall provide the Services from the Services Commencement Date and shall ensure that the Services comply in all respects with the Commissioner Requirements, the Services Description, the Service Levels and the IIP's Tender.
- 7.2 The IIP shall perform its obligations under this Agreement including those in relation to the Services in accordance with:-
- 7.2.1 the Commissioner Requirements;
- 7.2.2 Services Description;
- 7.2.3 the Service Levels;
- 7.2.4 Quality Standards and all applicable technical and ISO standards;
- 7.2.5 the Policies and Procedures;
- 7.2.6 Good Industry Practice;
- 7.2.7 the Performance Outcomes;
- 7.2.8 subject to Clause 7.3, all Laws; and
- 7.2.9 the terms of this Agreement and (where applicable) any relevant Work Order.

- 7.3 Subject to Clause 7.4 and 7.5, the IIP shall, at all times, ensure that the Services are performed in such a manner that it does not cause, contribute to or otherwise give rise to a breach by the Commissioner and/or Chief Constable of any of its duties or the exercise of its powers under any Police Laws, Primary Police Legislation or Laws.
- 7.4 Where the IIP has notified the Commissioner of the Services in sufficient detail for the Commissioner to make a reasonable assessment then the obligation set out in Clause 7.3 shall not apply in respect of any Police Laws unless and to the extent that the Commissioner and/or Chief Constable has notified the IIP of any Police Laws which may impact on the performance of the Services (as described to the Commissioner by the IIP) from time to time.
- 7.5 The IIP shall be aware of and take into account Police Primary Legislation in carrying out the Services.
- 7.6 If the IIP reasonably determines that the performance of the Services requires an interpretation of any Police Laws notified to it under Clause 7.4 and/or Police Primary Legislation, it shall give the Commissioner a written request for interpretation, which shall include the factual scenario in issue for resolution.
- 7.7 The Commissioner shall as soon as reasonably practicable instruct the IIP in writing with respect of each such interpretive issue so presented to it, and the IIP shall be authorised to act and rely on (and shall promptly implement) such Commissioner instruction(s) in the performance and delivery of the Services. For the avoidance of doubt, the Commissioner's interpretation may be relied upon solely for the purposes of the Services. The Commissioner (nor of any of its Personnel) shall be deemed to have provided any legal advice whatsoever to the IIP in respect of any interpretation requested.
- 7.8 For the avoidance of doubt, notwithstanding the provisions of Clauses 7.3 – 7.6, any changes to Laws shall be dealt with in accordance with the Change Control Procedure.
- 7.9 If the IIP fails to provide the Services or to comply with its obligations in accordance with this Agreement, the Commissioner may, without prejudice to its other rights, require the IIP to re-perform the Services (where applicable) or to comply with its obligations.

Performance Monitoring

- 7.10 The Commissioner (and/or its appointed representatives) may monitor the performance of the Services by the IIP provided it undertakes such monitoring in a manner which seeks to minimise the impact and disruption to the performance of the Services by the IIP. In addition, the IIP acknowledges and agrees that the Strategic Policing and Crime Board may require information and/or monitoring on the Services to be carried out under this Agreement.
- 7.11 The IIP shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Commissioner in carrying out the monitoring referred to in Clause 7.10 at no additional charge to the Commissioner.

Warning Notices and Increased Monitoring

- 7.12 Without prejudice to the other rights or remedies of the Commissioner, if at any time the IIP has:
- 7.12.1 committed any material breach of its obligations under this Agreement;
 - 7.12.2 in respect of its performance of the Services, failed to achieve the Service Levels;
 - 7.12.3 failed to meet the Commissioner's expectations (the Commissioner acting reasonably and in good faith) in accordance with this Agreement; or
 - 7.12.4 failed to achieve any Milestone by its associated Milestone Date

then the Commissioner may, but is not obliged to, give a written notice (a "**Warning Notice**") to the IIP setting out the matter or matters giving rise to such notice and containing a reminder to the IIP of the implications of such notice. Any such notice shall state on its face that it is a Warning Notice.

7.13 Without prejudice to the other rights or remedies of the Commissioner, if either:-

- 7.13.1 the IIP receives two (2) or more Warning Notices in any period of three (3) calendar months in respect of any Services (or any part thereof); or
- 7.13.2 the IIP receives a Warning Notice and the Commissioner, acting reasonably, considers that it is necessary and/or in the public interest

the Commissioner may, by written notice to the IIP, reasonably increase the level of its monitoring of the IIP or any Sub-Contractor, or (at the Commissioner's option) require the IIP (at its own cost) to increase the level of its monitoring of its own performance of its obligations under this Agreement or that of its Sub-Contractor, in respect of the Services (or relevant part thereof) to which the Warning Notices relate until such time as the IIP shall have demonstrated to the reasonable satisfaction of the Commissioner that it shall perform (and is capable of performing) its obligations under this Agreement. The following provisions shall apply to Warning Notices:

- 7.13.3 any such notice to the IIP shall specify in reasonable detail the additional measures to be taken by the Commissioner or by the IIP (as the case may be) in monitoring the performance of the IIP;
- 7.13.4 if the IIP (acting reasonably) objects to any of the specified measures on the grounds that they are excessive it shall notify the Commissioner in writing within two (2) Working Days of the receipt of the notice referred to in Clause 7.13.3 of the measures objected to (and of any changes necessary in order to prevent prejudice to the IIP's performance of its obligations under this Agreement);
- 7.13.5 the measures to be taken by the Commissioner and/or the IIP (as the case may be) shall be agreed by the parties or, in the absence of agreement within three (3) Working Days of the Commissioner's receipt of the IIP's objection, determined pursuant to the Dispute Resolution Procedure; and
- 7.13.6 the IIP shall bear its own costs and shall reimburse the Commissioner in respect of any additional costs that are directly incurred by the Commissioner in respect of any such additional measures.

8. **SERVICE LEVELS**

8.1 From the Services Commencement Date, the IIP shall provide the Services to meet or exceed the Service Levels.

8.2 If there is a Service Failure or if the IIP believes that there will be a Service Failure, the IIP shall notify the Commissioner promptly in writing of the Service Failure or likely Service Failure and/or or if the Commissioner notifies the IIP that the Commissioner believes that there will be a Service Failure, the IIP shall:-

- 8.2.1 provide the Commissioner with a Correction Plan of the action that it will take to rectify the Service Failure or to prevent the Service Failure from taking place or recurring, within 10 Working Days from the day the IIP notifies the Commissioner under Clause 8.2 or the Commissioner requests from the IIP in respect of any Service Failure;
- 8.2.2 take all remedial action that is reasonable to rectify or to prevent the Service Failure from taking place or recurring; and
- 8.2.3 carry out the Correction Plan agreed under Clause 8.2.1 in accordance with its terms.

- 8.3 Where set out in a Work Order the IIP shall automatically credit the Commissioner with Service Credits in accordance with such Work Order. Service Credits shall be shown as a deduction from the amount due from the Commissioner to the IIP in the next invoice then due to be issued under this Agreement. If no invoice is due to be issued then the IIP shall issue a credit note against the previous invoice and the amount for the Service Credits shall be repayable by the IIP as a debt within 10 Working Days of issue.
- 8.4 Where Service Credits are not provided as a remedy for a Service Failure and the IIP has failed to rectify within a reasonable period the relevant Service Failure so that it is no longer a Service Failure, then the Commissioner may, on written notice to the IIP, withhold a proportionate amount of the Charges for those Services until such time as the relevant Service Failure is remedied. Provided that the relevant Service Failure is remedied, the Commissioner shall resume payment of the relevant part of the Charges, including payment of the amount retained.
- 8.5 The Commissioner and the IIP shall review the Service Levels throughout the Term and make any changes in accordance with the Change Control Procedure to reflect changes in the Commissioner's requirements.
- 8.6 Not more than twice per calendar year during the Term the Commissioner may, on at least three months written notice, change the Service Credits applicable to one or more Service Levels provided that:-
- 8.6.1 such change does not create a disproportionate emphasis upon a single service level;:
 - 8.6.2 the principal purpose of this change is to reflect changes in the Commissioner's business requirements and priorities, or to reflect changing industry standards;
 - 8.6.3 the change is not specifically intended to penalise the IIP for poor performance in relation to any particular Service Levels; and
 - 8.6.4 there is no increase in the total value of Service Credits potentially payable.
- 8.7 If the IIP reasonably believes that any proposed change, which is requested by the Commissioner under Clause 8.6, would materially and adversely increase its costs incurred in carrying out the Services, the IIP shall be entitled to submit a price variation request within 10 Working Days of the date of receiving the Commissioner's written notice.
- 8.8 The Commissioner shall then review the IIP's price variation request submitted under Clause 8.7 and, within 15 Working Days shall respond to the IIP and do one of the following:
- 8.8.1 accept the IIP's price variation request and make any required changes in accordance with the Change Control Procedure; or
 - 8.8.2 decide not to proceed with the change.

9. INNOVATION AND TRANSFORMATION

- 9.1 The IIP shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services and/or the TOM and to stimulate the broader market around innovation. As part of this obligation the IIP shall report to the OCB quarterly from the Services Commencement Date on:
- 9.1.1 the emergence of new and evolving relevant technologies which could improve any of the Services or the TOM, and those technological advances potentially available to the IIP or the Commissioner which the Commissioner may wish to adopt; and/or
 - 9.1.2 new or potential improvements to any of the Services and/or elements of the TOM; and/or

- 9.1.3 new or potential improvements to the interfaces or integration of the Services or TOM which might result in efficiency or productivity gains or in reduction of operational risk; and/or
 - 9.1.4 changes in business processes and ways of working that would enable any of the Services or TOM to be delivered at lower costs; and/or
 - 9.1.5 new or potential partnerships and opportunities arising in respect of such partnerships; and/or
 - 9.1.6 potential new or additional services; and/or
 - 9.1.7 changes in business processes and ways of working that would enable the Services or the TOM to be delivered in a manner which provides greater benefits to the Commissioner.
- 9.2 The IIP shall ensure that the information that it provides shall be sufficient for the OCB to decide whether the improvement should be submitted as a Component Project to the Commissioning Process. The IIP shall provide any further information that the OCB requests to make this determination.

10. PREMISES AND EQUIPMENT

WMP Premises

- 10.1 During the Term, the IIP shall be entitled to access the WMP Premises and such other premises as the parties may agree through the Change Control Procedure from time to time solely to the extent necessary to provide the Services under this Agreement.
- 10.2 Access to the WMP Premises made available to the IIP by the Commissioner or Chief Constable under Clause 10.1 above, shall be made available to the IIP on a non-exclusive licence basis free of charge (subject to any agreement by the parties under the Change Control Procedure) and shall be used by the IIP solely for the purpose of performing its obligations under the Agreement. The IIP shall have the use of such WMP Premises as licensee and shall vacate the same on completion, termination or abandonment of the Agreement (howsoever caused). If, and to the extent that, the IIP requires more extensive access to WMP Premises for any Component Project, the terms of such access shall be agreed by the parties in the relevant Work Order.
- 10.3 The IIP shall only be permitted to access such areas of the WMP Premises (and shall only be permitted to access such areas with such IIP Personnel) as is necessary in its normal course of duties to enable it to perform its obligations under the Agreement and the IIP shall co-operate (and ensure that the IIP Personnel co-operate) with such other persons working concurrently on such WMP Premises as the Commissioner and/or Chief Constable may reasonably request.
- 10.4 The IIP shall not be entitled to make any modifications to the WMP Premises whatsoever.
- 10.5 The IIP shall (and shall ensure that the IIP Personnel shall) observe and comply with such rules and regulations as may be in force at any time for the use of such WMP Premises as determined by the Commissioner and/or Chief Constable (as appropriate), and the IIP shall pay for the cost of making good any damage caused by the IIP or the IIP Personnel other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 10.6 The parties agree that there is no intention on the part of the Commissioner and/or the Chief Constable to create a tenancy of any nature whatsoever in favour of the IIP or the IIP Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Agreement, the Commissioner and/or Chief Constable retains the right at any time to use any premises owned or occupied by it in any manner as it sees fit.

- 10.7 The Commissioner or Chief Constable reserves the right to remove any of the IIP Personnel from the WMP Premises or any other premises owned or controlled by the Commissioner or Chief Constable (immediately in the case of gross misconduct and following consultation with the IIP in all other cases). If the IIP fails to remove any such IIP Personnel (at its own cost) the Commissioner shall be entitled to terminate the Agreement on written notice to the IIP.

Equipment

- 10.8 The IIP shall provide all the IIP Equipment necessary for the supply of the Services. The IIP shall not deliver any IIP Equipment on the WMP Premises without obtaining prior Approval.
- 10.9 The IIP shall be solely responsible for the cost of carriage of IIP Equipment to the WMP Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry the IIP shall be responsible for the removal of all relevant IIP Equipment from the WMP Premises, including the cost of packing, carriage and making good the WMP Premises following removal.
- 10.10 All the IIP's property located on the WMP Premises, including IIP Equipment, shall remain at the sole risk and responsibility of the IIP.
- 10.11 Subject to any express provision of the Business Continuity and Disaster Recovery Plan to the contrary, the loss or destruction for any reason of the IIP Equipment held on any WMP Premises shall not relieve the IIP of its obligation to supply the Services in accordance with this Agreement.
- 10.12 The IIP shall maintain all items of IIP Equipment within the WMP Premises in a safe, serviceable and clean condition.
- 10.13 If the Commissioner permits the IIP to use any WMP Equipment in the supply of the Services, the IIP shall maintain such WMP Equipment and shall be responsible for such WMP Equipment at all times whilst it is in the IIP's control or possession. The IIP shall also be responsible for returning such WMP Equipment to the Commissioner on termination or expiry of the Agreement (howsoever caused). If the IIP damages any WMP Equipment the Commissioner has made available for use to the IIP in accordance with this Clause, the IIP shall be responsible for making good such damage by repairing or replacing the damaged WMP Equipment.

11. CO-OPERATION WITH OTHER THIRD PARTIES

- 11.1 The IIP shall use its Best Endeavours to work with, and provide reasonable co-operation and assistance to, the Other Third Parties of the Commissioner and/or Chief Constable as requested by the Commissioner from time to time to, amongst other things, enable the Other Third Parties to create and maintain technical and/or organisational interfaces with the Services. This may include, where appropriate, entering into contracts or service level arrangements with such Other Third Parties setting out the terms and conditions on which they will work together to provide services to each other and/or the Commissioner.
- 11.2 The IIP shall (with the Commissioner's consent and authority where appropriate):-
- 11.2.1 use reasonable endeavours to cooperate and co-ordinate its efforts with each Other Third Party and to resolve any issues which develop between the IIP and such Other Third Party without recourse to the Commissioner; and
 - 11.2.2 attend, on reasonable notice, a reasonable number of meetings with Other Third Parties called by the Commissioner where input from the IIP is necessary for the meeting and required in order for the Commissioner to achieve the objectives set out in Clause 2.1.
- 11.3 In providing the Services the IIP shall take account of any existing arrangements of the Commissioner and/or the Chief Constable (as notified to the IIP by the Commissioner and/or Chief Constable from time to time), including, without limitation, information sharing agreements and collaborations. Examples of these types of arrangements include:-

- 11.3.1 formal collaborations with regional and national police forces and other policing agencies and bodies to deliver specialist protective services;
- 11.3.2 formal collaborations with regional and national police forces to provide policing services to the public;
- 11.3.3 statutory partnerships to deliver statutory duties, including community safety and safeguarding responsibilities;
- 11.3.4 informal collaboration and partnership agreements formed to address local policing, community safety and other statutory requirements; and
- 11.3.5 local initiatives addressing community priorities with third sector organisations (which includes organisations such as LEPS and Chambers of Commerce) and community representatives.

12. COMMISSIONER OBLIGATIONS AND DEPENDENCIES

- 12.1 The Commissioner acknowledges that in order to provide the Services in accordance with the terms of this Agreement, the IIP shall require the Commissioner and/or Chief Constable to carry out certain actions and responsibilities. Those Dependencies agreed by the parties at the Effective Date are set out in Schedule 5.
- 12.2 The IIP shall be responsible for :-
 - 12.2.1 identifying any dependencies the IIP has on the Commissioner, Chief Constable or any Other Third Party in order to comply with its obligations under this Agreement and for submitting such dependencies for Approval in accordance with the Change Control Procedure and/or, in respect of any Component Project, setting these out in the relevant Work Order. Once such Dependency is agreed between the parties in accordance with the Change Control Procedure or relevant Work Order, Schedule 5 shall be updated accordingly;
 - 12.2.2 keeping an operational copy of the updated Schedule 5 listing all current Dependencies (along with all agreed Change Authorisation Notices amending the Dependencies or Work Orders adding specific Dependencies for Component Projects);
 - 12.2.3 identifying dependencies (and seeking agreement of those dependencies by the Commissioner) sufficiently in advance of when those dependencies are required to be performed so that their performance by the Commissioner or Chief Constable within a reasonable period of time does not impact on the IIP's ability to provide the Services;
 - 12.2.4 project managing the achievement of the Dependencies including the required quality and timing of such input by the Commissioner, Chief Constable or the Other Third Parties in accordance with Clause 12.3 below;
 - 12.2.5 in so far as reasonably practicable, for notifying the Commissioner and/or Chief Constable (including advance notice of likely issues) of any issues (of which it is aware or ought by reason of Good Industry Practice to reasonably be aware of) arising in relation to any Dependency in accordance with Schedule 7 (Governance), to the extent that the IIP is not able to resolve such issues.
- 12.3 The IIP shall be deemed to have discharged its project management responsibilities referred to in Clause 12.2.4 above if:-
 - 12.3.1 the IIP has used its Best Endeavours to manage the input, including the required quality and timing of such input, by the Commissioner, Chief Constable and/or other identified third party taking into account that the IIP has no control (contractual or otherwise) over the Commissioner, Chief Constable or any other identified third parties;

12.3.2 the IIP has made such parties aware of its dependency on them to perform the Services within a reasonable period of time in advance of those dependencies being required to be performed; and

12.3.3 the IIP has notified the Commissioner of any issues (of which it is aware or ought reasonably to be aware) arising in relation to such Dependencies to the extent the IIP is not reasonably able to resolve such issues itself and provided the Commissioner with a reasonable period (which shall be at least 5 Working Days) to resolve such Dependency.

12.4 The Commissioner shall perform the Dependencies as set out in the Schedule 5 or any relevant Work Order and shall procure that the Chief Constable (and any other identified third party, where applicable) performs its Dependencies as set out in Schedule 5 or any relevant Work Order.

13. RELIEF EVENTS

13.1 If due to a Relief Event the IIP fails to perform (or delays in performing) any of its obligations in respect of this Agreement or additional time is required to perform such obligations, the IIP shall, provided that it has first complied with Clauses 13.2 to 13.6 (inclusive) be excused from performance of those directly affected obligations to the extent it is materially adversely prevented from performing its obligations by the Relief Event and be entitled to relief in the form of:-

13.1.1 a reasonable extension of time for the performance of those obligations it would otherwise fail to perform;

13.1.2 to the extent agreed by the Commissioner in advance (where appropriate through the Change Control Procedure) payment for such additional mandays reasonably required to perform its obligations that arise directly due to the Relief Event in accordance with the rate card applicable to those services as set out in Schedule 6 and any reasonable additional and demonstrable costs incurred by the IIP; and

13.1.3 no liability to the Commissioner and/or Chief Constable for its failure to perform such obligations.

13.2 In order to claim relief under Clause 13.1, the IIP shall within 5 Working Days of it becoming aware of the occurrence of a Relief Event notify the Commissioner of:-

13.2.1 its inability to perform the Services or any delay to the Services; and

13.2.2 its claim for relief from its obligations under this Agreement, including reasonable details of the nature of the Relief Event to the extent then known to the IIP;

13.2.3 the date of occurrence;

13.2.4 the likely duration and the proposed period for relief (if any); and

13.2.5 its causes and any supporting information of which the IIP or any the IIP's Personnel are aware.

13.3 In addition to notification under Clause 13.2, in order to claim relief under this Clause, the IIP must demonstrate:-

13.3.1 in respect of each Relief Event, that it has complied with its project management responsibilities including the identification and management of dependencies in accordance with Clause 12 above;

13.3.2 that the IIP (and, where applicable, the Sub-Contractor) could not reasonably have foreseen and prevented the occurrence of the Relief Event;

13.3.3 the extent to which the Relief Event directly caused the delay or the need for relief from other obligations under this Agreement;

- 13.3.4 that the time lost and/or relief from the obligations under this Agreement claimed could not reasonably be expected to be mitigated or recovered (and were not mitigated and recovered) by the IIP; and
- 13.3.5 that the IIP is otherwise continuing to observe and perform its obligations under the part of this Agreement not affected by the Relief Event.
- 13.4 The IIP shall use its reasonable endeavours to continue to perform the Services and/or mitigate the effects of a Relief Event notwithstanding the Relief Event.
- 13.5 For the avoidance of doubt the Default of the IIP or any Sub-Contractors or the IIP's Personnel shall not be treated or regarded as a Relief Event.
- 13.6 If a Relief Event occurs, the relief available under this Clause 13 (on the terms set out herein) shall be the IIP's sole and exclusive remedy in relation to that Relief Event and the IIP shall have no right to claim damages or rescind or terminate this Agreement in relation to the Relief Event.

SECTION C – PRICE AND PAYMENT

14. CHARGES AND PAYMENT TERMS

- 14.1 In consideration of the IIP carrying out its obligations, including the provision of the Services under this Agreement, the Commissioner shall pay the Charges to the IIP in accordance with Schedule 6.
- 14.2 The IIP shall ensure that each invoice contains all appropriate references, including the date of the invoice, the IIP's name and address, the IIP's banking details, the relevant purchase order number supplied by the Commissioner, the agreed payment and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Commissioner to substantiate the invoice. For the avoidance of doubt, all payments made to the IIP will be published by the Commissioner.
- 14.3 The IIP shall not suspend the supply of the Services unless the IIP is entitled to terminate this Agreement under Clause 22 for failure to pay undisputed Charges. Interest shall be payable by the Commissioner on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 14.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Commissioner following delivery of a valid VAT invoice. The IIP shall add VAT to the Charges at the prevailing rate as applicable.
- 14.5 The IIP shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, levied, demanded or assessed on the Commissioner at any time in respect of the IIP's failure to account for or to pay any VAT relating to payments made to the IIP under this Agreement. Any amounts due under this Clause 14.5 shall be paid by the IIP to the Commissioner not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Commissioner.
- 14.6 The Commissioner may retain or set off any amount owed to it by the IIP against any amount due to the IIP under this Agreement or under any other agreement between the IIP and the Commissioner. The IIP shall not be entitled to set off, deduct or withhold any amount owed by the Commissioner against any amount due to the Commissioner under this Agreement or otherwise.
- 14.7 The Commissioner may withhold payment of any sums that it disputes in good faith, by giving written notice of the reasons for the Dispute to the IIP setting out the reasons it disputes the payment. The IIP shall continue to perform all its obligations under this Agreement notwithstanding any withholding of payment by the Commissioner of any sum that it disputes in good faith. The parties shall use their respective reasonable endeavours to resolve the Dispute regarding such sums within 30 days of the notice provided to the IIP. If they fail to do so within that time, either party may refer it to the Dispute Resolution Procedure. For the avoidance of doubt, where only part

of an invoice is disputed, the remaining undisputed elements of the invoice shall be payable in accordance with the payment terms set out in this Agreement.

- 14.8 Without prejudice to the requirements of any other part of this Agreement, the IIP shall at all times in the performance of this Agreement demonstrate to the reasonable satisfaction of the Commissioner that the IIP's provision of the Services is reasonable and the Services continue to provide value for money.
- 14.9 Any legislative requirement to account for the Services in Euro € (or to prepare for such accounting), instead of and/or in addition to Pounds Sterling £, shall be implemented by the IIP at nil charge to the Commissioner. The Commissioner shall provide all reasonable assistance to facilitate compliance with this Clause 14.9 by the IIP.

Records and Open Book Accounting

- 14.10 The IIP shall (and shall procure that each Sub-Contractor shall) at all times:-
- 14.10.1 maintain a full record of particulars of the costs of providing the Services (which shall include cost detail broken down into the actual cost of providing each element of the Services);
 - 14.10.2 upon request by the Commissioner, provide a written summary of any of the costs referred to in Clause 14.10.1, including details of any funds held by the IIP specifically to cover such costs, in such form and detail as the Commissioner may reasonably require to enable the Commissioner to monitor the performance by the IIP of its obligations under this Agreement;
 - 14.10.3 subject to the provisions of Clause 31, provide such facilities as the Commissioner may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Clause 14.10; and
 - 14.10.4 subject to Clause 5.10, not store any records outside of the United Kingdom without the prior written consent of the Commissioner.

Books of Account

- 14.11 Compliance with Clause 14.10 shall require the IIP to keep (and where appropriate to procure that each Sub-Contractor shall keep) books of account in accordance with best accountancy practices with respect to this Agreement showing in detail:-
- 14.11.1 administrative overheads relating to the Services;
 - 14.11.2 payments to Sub-Contractors and by Sub-Contractors to their respective sub-contractors relating to the Services;
 - 14.11.3 capital and revenue expenditure relating to the Services; and
 - 14.11.4 such other items relating to this Agreement and the provision of the Services as the Commissioner may reasonably require from time to time to conduct costs audits for verification of cost expenditure or estimated expenditure, for the purpose of this Agreement

and the IIP shall have (and procure that its Sub-Contractors shall have) the books of account evidencing the items listed in Clauses 14.11.1 to 14.11.4 (inclusive) available for inspection by the Commissioner (and its advisers) upon reasonable notice, and shall present a written report of these to the Commissioner as and when requested.

- 14.12 For the avoidance of doubt, the books of account required under Clause 14.11 shall be subject to the audit provisions set out in Clause 31 and shall not require the IP to divulge any information which is not solely related to this Agreement and the Services to be provided under it.

SECTION D – LIABILITY AND INSURANCE

15. LIABILITY AND INDEMNITY

- 15.1 Neither party excludes or limits liability to the other party for:-
- 15.1.1 death or personal injury caused by its negligence; or
 - 15.1.2 Fraud; or
 - 15.1.3 fraudulent misrepresentation; or
 - 15.1.4 any breach of any obligations imposed by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979.
- 15.2 In addition to any indemnities set out elsewhere in this Agreement or any Work Order, the IIP shall indemnify the Commissioner and Chief Constable and keep the Commissioner and Chief Constable (and their officers, employees and successors) indemnified in full from and against any and all claims, proceedings, actions, damages, losses, costs, expenses and any other liabilities which arise out of, or in consequence of, the performance or non-performance by the IIP (or any Sub-Contractor) in respect of:-
- 15.2.1 death or personal injury;
 - 15.2.2 loss of or damage to tangible property (including property belonging to the Commissioner or for which it is responsible);
 - 15.2.3 loss of or damage to WMP Data to the extent such WMP Data is within the custody, care and control of the IIP or its Subcontractor as part of the Services;
 - 15.2.4 breach of the IIP's obligations under

 - 15.2.5 breach of the IIP's obligations under

 - 15.2.6 non-payment of tax.
- 15.3 The IIP shall have no liability to or be obliged to indemnify the Commissioner and Chief Constable (and their officers, employees and successors) for any injury, loss, damage, cost or expense to the extent that such liability arises as a result of:-
- 15.3.1 the negligence, wilful misconduct or breach of the obligations under this Agreement by the Commissioner, Chief Constable or their employees, agents or sub-contractor (excluding the IIP or any of its Sub-Contractors); or
 - 15.3.2 the compliance of the IIP with the instructions of the Commissioner, Chief Constable or their authorised employees, agents or sub-contractors.
- 15.4 Subject to Clause 15.1 and 15.6, in no event shall either party be liable to the other under this Agreement or any Work Order whether in contract, tort (including negligence or breach of statutory duty) under an indemnity or otherwise howsoever arising for:-
- 15.4.1 loss of profits (whether direct or indirect);
 - 15.4.2 loss of business or revenue (whether direct or indirect);

- 15.4.3 loss of expected turnover (whether direct or indirect); or
- 15.4.4 indirect, consequential or special loss or damage.
- 15.4A Subject to Clause 15.1 and 15.6 in no event shall the IIP be liable to the Commissioner under this Agreement or any Work Order whether in contract, tort (including negligence or breach of statutory duty) under an indemnity or howsoever arising for anticipated savings (whether direct or indirect). The parties acknowledge and agree that the Commissioner's remedy for the IIP's failure to achieve the Savings Target (as set out in Schedule 6) shall be as set out in Schedule 6.
- 15.5 Subject to Clause 15.1, in no event shall the Commissioner or Chief Constable be liable to the IIP under this Agreement or any Work Order whether in contract, tort (including negligence or breach of statutory duty) under an indemnity or otherwise howsoever arising for loss of goodwill or reputation (whether direct or indirect) save in the case of wilful misconduct or deliberate breach of this Agreement by the Commissioner or Chief Constable.
- 15.5A
- 15.6 The provisions of Clause 15.4 shall not limit the Commissioner's right to recover any of the following from the IIP:-
- 15.6.1 additional third party operational and administrative costs and expenses arising from a IIP Default;
- 15.6.2 wasted expenditure or charges rendered unnecessary and incurred by the Commissioner arising from a IIP Default;
- 15.6.3 any additional cost of procuring and implementing Replacement Services in the event of a IIP Default; and
- 15.6.4 any loss of, corruption to or alteration of any WMP Data.
- 15.7 Subject to Clause 15.1, Clause 15.4 and Clause 15.6, the maximum amount for which the IIP shall be liable to the Commissioner:-
- 15.7.1 in respect of the indemnities under Clause 15.2.1, 15.2.4 or Clause 41 or elsewhere in this Agreement or any Work Order (unless otherwise stated in such Work Order) shall be unlimited;
- 15.7.2 in respect of the indemnity under Clause 15.2.2 shall be limited to
in aggregate whether under this Agreement and/or any Work Order;
- 15.7.3 in respect of the indemnities under Clauses 15.2.3 and 15.2.5 to an amount equivalent to
in aggregate whether under this Agreement
and/or any Work Order;
- 15.7.4 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with:-
- (a) each Work Order to an amount equivalent to the higher of
or of the aggregate total Charges paid and payable under
such Work Order for the Agreement Year in which such incident or incidents
occur (or such other sum as is set out in the Work Order); and
- (b) this Agreement (other than any Services provided under a Work Order) shall in
no event exceed an amount equivalent to

- 15.8 Subject to Clause 15.1, the aggregate liability of the Commissioner for Defaults (other than in respect of its obligation to pay the Charges and/or any Termination Compensation) resulting in the IIP suffering a loss under or in connection with this Agreement shall not exceed) in aggregate.
- 15.9 Notwithstanding the provisions of this Clause 15 each party shall use its reasonable endeavours to mitigate any losses incurred by it (including those under any indemnity) in connection with this Agreement.
16. **WARRANTIES**
- 16.1 Each party warrants, represents and undertakes that:
- 16.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its parent company) to enter into and perform this Agreement;
- 16.1.2 this Agreement is executed by a duly authorised representative of that party; and
- 16.1.3 once duly executed this Agreement will constitute its legal, valid and binding obligations.
- 16.2 The IIP warrants, represents and undertakes for the duration of the Term that:
- 16.2.1 it has not committed any Fraud prior to entering into this Agreement;
- 16.2.2 as at the Effective Date, all information contained in the IIP's Tender and the pre-qualification questionnaire submitted by the IIP remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Commissioner prior to execution of this Agreement;
- 16.2.3 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of this Agreement;
- 16.2.4 it has not caused or induced any person to enter such agreement referred to in Clause 16.2.3 above;
- 16.2.5 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under this Agreement;
- 16.2.6 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916;
- 16.2.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Agreement;
- 16.2.8 it is not subject to any contractual obligations, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
- 16.2.9 no proceeding or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the IIP or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the IIP's assets or revenue;
- 16.2.10 it owns, or has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Agreement;

16.2.11 in the three (3) years prior to the date of this Agreement:-

- (a) it has conducted all financial accounting and reporting activities for its own business in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (c) it has not performed any act or omission with respect to its financial accounting or reporting (for its own business) which could have an adverse effect on the IIP's position as an ongoing business concern or its ability to fulfil its obligations under this Agreement and it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Agreement;

16.2.12 all Personnel used to provide the Services will be vetted in accordance with the Vetting Requirements and the terms of this Agreement;

16.2.13 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the IIP's obligations under this Agreement; and

16.2.14 it has, and will continue to have, all necessary rights in, and to, the IIP Software, the Third Party Software and the IIP's Background IPRs, and any other materials made available by the IIP or a Sub-Contractors to the Commissioner which are used to perform the IIP's obligations under this Agreement;

16.2.15 save as may be agreed by the parties in any Work Order, all Software used by or on behalf of the IIP pursuant to this Agreement will:

- (a) be a currently supported version of that Software;
- (b) be free of material defects and errors; and
- (c) perform in accordance with the user manuals and the published specification for such Software.

16.3 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

16.4 For the avoidance of doubt the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Commissioner may have in respect of breach of that provision by the IIP. For the avoidance of doubt, nothing in this Clause 16.4 is intended to mean that any warranty shall automatically be a condition of this Agreement.

Due Diligence

16.5 The IIP shall be responsible for the accuracy of all drawings, documentation and information supplied to WMP in connection with the Services and shall pay the Commissioner any extra costs incurred by the Commissioner and/or Chief Constable occasioned by any discrepancies, errors or omissions therein.

16.6 The IIP shall be responsible for ensuring it is satisfied as to the nature and extent of the Services required by the Commissioner and all matters necessary to satisfy itself as to its ability to perform this Agreement.

16.7 The IIP acknowledges that it has:

- 16.7.1 made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Commissioner and/or Chief Constable;
 - 16.7.2 raised all relevant due diligence questions with the Commissioner before the Effective Date;
 - 16.7.3 satisfied itself that it has sufficient information to ensure that it can provide the Services; and
 - 16.7.4 entered into this Agreement in reliance on its own due diligence alone.
- 16.8 Without prejudice to Clause 16.7, the IIP shall:
- 16.8.1 use its reasonable endeavours to check and verify that the data, information, plans, drawings, documents, handbooks and codes of practice supplied by WMP are accurate; and
 - 16.8.2 notify the Commissioner immediately if it discovers errors or discrepancies in the data, information, plans, drawings, documents, handbooks and codes of practice supplied by the WMP.
- 17. INSURANCE**
- 17.1 The IIP shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the IIP under this Agreement including death or personal injury, or loss of or damage to property and to the extent insurable in the international insurance market.
 - 17.2 The IIP shall effect and maintain the following insurances for the duration of this Agreement in relation to the performance of this Agreement:-
 - 17.2.1 public liability insurance with a limit of at least _____ per occurrence and in the annual aggregate;
 - 17.2.2 employers' liability insurance with a limit of at least _____ per occurrence and in the annual aggregate; and
 - 17.2.3 professional indemnity insurance with a limit of at least _____ per occurrence and in the annual aggregate for each individual claim.
 - 17.3 Without prejudice to the foregoing, the IIP shall ensure that all Sub-Contractors hold employer's liability insurance in respect of all relevant Personnel engaged in providing the Services in accordance with any legal requirement from time to time in force.
 - 17.4 Any excess or deductibles under such insurance (referred to in Clause 17.1 and Clause 17.2) shall be the sole and exclusive responsibility of the IIP.
 - 17.5 The terms of any insurance or the amount of cover shall not relieve the IIP of any liabilities arising under this Agreement.
 - 17.6 The IIP shall produce to the Commissioner, on request a broker's verification of insurance to demonstrate that the appropriate cover is in place as required under this Clause 17, together with receipts or other evidence of payment of the latest premiums due under those policies.
 - 17.7 If, for whatever reason, the IIP fails to give effect to and maintain the insurances required by this Agreement under Clause 17.2 then the Commissioner may, if it provides written notice of such breach requiring the IIP to remedy the same within thirty (30) days and the IIP has not remedied the same, purchase any insurance which the IIP is required to maintain in accordance with Clause 17.2 but has failed to maintain in full force and effect and may recover from the IIP the reasonable premium and other reasonable costs of obtaining such insurance.

17.8 The IIP shall maintain the insurances referred to in Clause 17.1 and Clause 17.2 for a minimum of six (6) years following the expiration or earlier termination of this Agreement (howsoever caused).

18. GUARANTEE

18.1 Before the Effective Date, the IIP shall procure that the Guarantor shall:

18.1.1 execute and deliver to the Commissioner the Guarantee; and

18.1.2 deliver to the Commissioner a certified copy extract of the board minutes of the Guarantor approving the execution of the Guarantee.

SECTION E – DEFAULT AND TERMINATION

19. COMMISSIONER TERMINATION FOR CONVENIENCE

19.1 Subject to the remaining provisions of this Clause 19, the Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it:-

19.1.1 if the final TOM is not Accepted and/or Approved in accordance with Clause 5.4.5;

19.1.2 if the Programme of Work is not Accepted and/or Approved in accordance with Clause 5.5.6;

19.1.3 if there are no Component Projects approved in accordance with the terms of this Agreement for a period of 12 months or more (where Component Projects are envisaged for approval under the Programme of Work within that period); or

19.1.4 for convenience at any time on giving 6 months written notice to the IIP.

19.2 If the Commissioner wishes to Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it either:-

19.2.1 under Clause 19.1.1 if the TOM is not Approved;

19.2.2 under Clause 19.1.2 if the Programme of Work is not Approved; or

19.2.3 for convenience under Clause 19.1.4,

and such Termination or Partial Termination takes effect before the expiry of the Initial Term, the Commissioner shall be obliged to pay the Termination Compensation to the IIP. Subject to Clause 23.4, the Termination Compensation shall be in full and final settlement of all liabilities of the Commissioner arising out of any Termination or Partial Termination of this Agreement under Clause 19.1.1 (if the TOM is not Approved); Clause 19.1.2 (if the Programme of Work is not Approved); or Clause 19.1.4 (for convenience) .

19.3 For the avoidance of doubt, if the Commissioner Terminates or Partially Terminates this Agreement in accordance with Clauses 19.1.1 (due to the TOM not being Accepted), 19.1.2 (due to the Programme of Work not being Accepted) or 19.1.3 then no Termination Compensation shall be payable by the Commissioner.

19.4 The IIP shall be entitled to be paid the Charges for any Services carried out in accordance with the terms of this Agreement up to the date of Termination or Partial Termination in accordance with the provisions of Clause 23.

19.5 This right of termination is in addition to any other rights of the Commissioner under this Agreement and its exercise shall be without prejudice to any claim, remedy or right of action that either party may have in relation to this Agreement.

- 19.6 Subject to the Termination Compensation Cap, the Termination Compensation shall be payable as set out in Schedule 6.
- 19.7 The IIP shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Commissioner as part of the Termination Compensation recoverable under Schedule 6, with supporting evidence, of losses reasonably and actually incurred by the IIP as a result of termination.
- 19.8 The Termination Compensation shall not include any sum which:
- 19.8.1 is covered by the IIP's insurance;
 - 19.8.2 was claimable under insurance held by the IIP, and the IIP has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - 19.8.3 when added to any sums paid or due to the IIP under this Agreement, exceeds the total sum that would have been payable to the IIP if this Agreement had not been terminated prior to the expiry of this Agreement; or
 - 19.8.4 is a claim by the IIP for loss of profit, due to early termination of this Agreement (save as specifically identified in Schedule 6).

For the avoidance of doubt, nothing in Clause 19.8.4 shall prevent the IIP from recovery of any profit element of the Charges (including any Incentivisation Payment) to which it may be entitled on termination of the Agreement in accordance with Schedule 6.

20. COMMISSIONER TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY

- 20.1 The Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it with immediate effect by notice in writing where the IIP is a company and in respect of the IIP: -
- 20.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 20.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reorganisation or amalgamation); or
 - 20.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 20.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 20.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 20.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 20.1.7 being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 20.1.8 any event similar to those listed in Clause 20.1.1 to 20.1.7 occurs under the law of any other jurisdiction.

20.2 The Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it with immediate effect by notice in writing where the IIP is a partnership and:

20.2.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with or assignment for the benefit of its creditors; or

20.2.2 it is for any reason dissolved; or

20.2.3 a petition is presented for its winding up or for the making of any administrative order, or an application is made for the appointment of a provisional liquidator; or

20.2.4 a receiver, or similar officer, is appointed over the whole or any part of its assets; or

20.2.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

20.2.6 any of the following occurs in relation to any of its partners:

(a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of his creditors; or

(b) a petition is presented for his bankruptcy; or

(c) a receiver, or similar officer, is appointed over the whole or any part of his assets.

20.3 The Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it with immediate effect by notice in writing where the IIP is a limited liability partnership and:

20.3.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or

20.3.2 it is for any reason dissolved; or

20.3.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or

20.3.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or

20.3.5 a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or

20.3.6 a receiver, or similar officer, is appointed over the whole or any part of its assets; or

20.3.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

20.3.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

References to the Insolvency Act 1986 in 20.3 shall be construed as references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

20.4 The IIP shall notify the Commissioner as soon as reasonably practicable following the IIP obtaining knowledge that it is subject to a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("**change of control**") which is other than as a result of internal re-organisation or restructuring. The Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it by notice in writing with immediate effect within six (6) months of:

20.4.1 being notified that a change of control has occurred; or

20.4.2 where no notification has been made, the date that the Commissioner becomes aware of the change of control

but shall not be permitted to terminate where written Approval was granted by the Commissioner prior to the change of control.

21. **TERMINATION ON DEFAULT**

21.1 The Commissioner may Terminate or Partially Terminate this Agreement and/or any Work Order entered into under it on written notice if:-

21.1.1 the IIP commits a Material Default and if:

(a) the IIP has not remedied the Material Default to the satisfaction of the Commissioner within ten (10) Working Days, or such other period as may be agreed by the parties, after issue of a written notice specifying the Material Default and requesting it to be remedied; or

(b) the Material Default is not, in the reasonable opinion of the Commissioner, capable of remedy;

21.1.2 the IIP repeatedly breaches any of the terms of this Agreement in such a manner as to justify in the Commissioner's reasonable opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement or any Work Order;

21.1.3 the IIP intentionally refuses to perform its obligations under this Agreement (other than where lawful) in accordance with the terms of this Agreement and/or any Work Order (where applicable);

21.1.4 the Commissioner's right to terminate arises in accordance with Clause 5.4.3, Clause 10.7, Clause 32.3, Clause 41.7, Clause 46.6, Clause 47.1, Clause 51.2, Clause 52.2 or Clause 54.4;

21.1.5 the IIP fails to achieve the Service Levels to the "Termination Level" as may be defined in any Work Order;

21.1.6 the IIP fails to implement and comply with a Correction Plan implemented in accordance with Clause 8.2;

21.1.7 through any Default of the IIP, data transmitted or processed in connection with this Agreement is either lost or sufficiently degraded as to be unusable. In such cases the IIP shall be liable for the cost of reconstitution of that data and shall provide a full credit in respect of any charge levied for its transmission and any other costs charged in connection with such Default;

21.1.8 the IIP carries out any act or omission which brings (or is reasonably likely to bring) the Commissioner and/or the Chief Constable into disrepute and/or damage its reputation;

21.1.9 the IIP is subject to any litigation, arbitration or administrative proceeding or, to the best of its knowledge and belief, any such action is pending or threatened against it or any of its

assets which materially impacts upon the continuance and/or financial viability of this Agreement and/or any Work Order;

21.1.10 there is any legislative change which impacts on the Services and the parties are unable to agree any Change as a result through the Change Control Procedure ; and/or

21.1.11 there is any change in government policy which materially impacts upon the continuance and/or financial viability of this Agreement and/or any Work Order.

21.2 Where the Commissioner Terminates or Partially Terminates this Agreement and/or any Work Order under this Clause 21 (save for under Clause 21.1.10 and/or 21.1.11):-

21.2.1 and the Commissioner then makes other arrangements for the supply of Services, the Commissioner may recover as damages and not as a debt from the IIP the cost reasonably incurred of making those other arrangements (provided such arrangements are equivalent to the Services to be provided under this Agreement in terms of scope, volume and quality) and any additional reasonable expenditure incurred by the Commissioner throughout the remainder of the Term; and

21.2.2 no further payments shall be payable by the Commissioner to the IIP (for Services supplied by the IIP prior to termination and in accordance with this Agreement but where the payment has yet to be made by the Commissioner), until the Commissioner has established the final cost of making the other arrangements envisaged under this Clause.

21.3 Subject to Clause 23.4, the Commissioner shall have no liability to the IIP whatsoever if it exercises its rights to terminate this Agreement under Clause 21.1 provided such rights are legally and validly exercised.

21.4 The remedies of the Commissioner under this Clause may be exercised successively in respect of any one or more failures by the IIP.

22. IIP'S TERMINATION RIGHTS

If the Commissioner fails to pay the IIP undisputed sums of money when due, the IIP shall notify the Commissioner in writing of such failure to pay. If the Commissioner fails to pay such undisputed sums within thirty (30) Working Days of the date of such written notice, the IIP may terminate this Agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Commissioner exercising its rights under Clause 14.6.

23. CONSEQUENCES OF TERMINATION

23.1 Following the service of a notice to Terminate or Partially Terminate this Agreement and/or any Work Order for any reason by any party the IIP shall continue to be under an obligation to provide the Services in accordance with this Agreement and/or relevant Work Order and to ensure that there is no degradation in the standards of the Services until the date of the termination.

23.2 On Termination or Partial Termination of this Agreement (howsoever caused), the Commissioner shall have the right (but shall not be obliged in which case Clause 23.5 shall apply) to terminate any or all Work Order(s) entered into under it.

23.3 In the event of any Termination, Partial Termination or expiry of this Agreement and/or any Work Order:-

23.3.1 the Commissioner shall be entitled to obtain a refund of the Charges paid by the Commissioner in respect of any part of this Agreement which has not been performed by the IIP;

23.3.2 the Charges shall be reduced on a pro rata basis where any part of this Agreement and/or Work Order is terminated, and the remaining parts of this Agreement and/or Work

Order shall continue to be performed for the remainder of the Term of this Agreement and/or Work Order (as applicable);

23.3.3 the IIP shall return to the Commissioner all WMP Equipment and all other items belonging to the Commissioner and/or Chief Constable in its possession (save for copies required by the IIP for statutory audit or archive purposes) relating to the terminated part(s) of the Services and/or Work Order;

23.3.4 subject to the payment of the appropriate portion of the Charges the IIP shall provide the Commissioner with a copy of all Deliverables undertaken to date (whether completed or not, but excluding any working papers) in its state at that time and, at the Commissioner's option, return or destroy all other copies in the IIP's possession or control;

23.3.5 the IIP shall at the Commissioner's request novate any agreements between the IIP and any third parties (including any sub-contracts) that are relevant to the receipt of the Services by the Commissioner;

23.3.6 save as otherwise agreed within a Work Order, the IIP shall grant the Commissioner (and/or a Replacement Contractor) a royalty free, non-assignable licence to Use the Software for a period of up to 12 months in order to successfully complete any transition of the Services to the Commissioner or the Replacement Contractor;

23.3.7 shall immediately return to the Commissioner all Confidential Information, Personal Data and Intellectual Property Rights belonging to the Commissioner and/or Chief Constable; and

23.3.8 promptly provide all information relating to the Services as may be reasonably requested by the Commissioner.

23.4 Save as otherwise expressly provided in this Agreement, termination or expiry of this Agreement:-

23.4.1 shall be without prejudice to any rights, remedies or obligations accrued whether under this Agreement or in Law and nothing in this Agreement shall prejudice the right of the Commissioner, the Chief Constable or the IIP to recover any amount outstanding at such termination or expiry; and

23.4.2 shall not affect any provision of this Agreement which expressly or by implication is intended to come into or continue in effect on or after termination or expiry of the Agreement.

23.5 **Partial Termination**

23.5.1 If any of the above termination events arise (under Clause 19, Clause 20 or Clause 21), the Commissioner has the option, without terminating this Agreement to Partially Terminate this Agreement only (whereupon a corresponding reduction in the Charges shall be made) and/or some Work Orders only and thereafter, should it wish, provide or procure a third party to provide such part of the Services.

23.5.2 If the Commissioner elects to Terminate or Partially Terminate this Agreement but not all of the Work Orders entered into under it then the parties agree that the relevant Services under this Agreement shall terminate with effect from the relevant date but the terms of this Agreement shall remain in full force and effect to the extent necessary to give full effect to the Work Orders entered into under it.

24. **EXIT**

24.1 Upon expiry or termination of all or any part of this Agreement and/or any Work Order, the IIP shall provide all reasonable assistance and information to the Commissioner and any Replacement Contractor (including, without limitation, fulfilling its obligations under the Exit Plan), to the extent necessary to effect an orderly assumption of the Services by the Commissioner or the

Replacement Contractor. Any payment in respect of exit obligations shall be set out in the Exit Plan.

- 24.2 The IIP shall, prior to the Services Commencement Date, produce an Exit Plan based on the principles set out in Clause 24.5 for the orderly transition of the Services from the IIP to the Commissioner and/or any Replacement Contractor in the event of any termination or expiry of this Agreement. Within 20 Working Days after the submission of that Exit Plan, the parties shall meet and use all reasonable endeavours to agree the contents of that Exit Plan, based on the principles set out in Clause 24.5. If the parties are unable to agree the contents of the Exit Plan within that 20 Working Day period, the principles set out in Clause 24.5 shall apply and either party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 24.3 The IIP shall be responsible for keeping the Exit Plan up to date and shall submit any updates to the Commissioner from time to time or on request from the Commissioner. Notwithstanding the generality of the foregoing, the IIP shall submit an updated Exit Plan to the Commissioner for its Approval upon the agreement of any Work Order under this Agreement.
- 24.4 In addition to its obligations under Clause 24.1 to 24.3, the IIP shall, on receipt or service of a termination notice or six (6) months prior to expiry of this Agreement (whichever is the sooner), update the Exit Plan taking into account the then current circumstances and any amendments to the Exit Plan shall be developed jointly by the Commissioner and the IIP and any agreed changes to the Exit Plan will be incorporated into it. No amendment to the Exit Plan shall be effective until signed by the Commissioner.
- 24.5 Any Exit Plan provided under this Agreement shall, as a minimum include:-
- 24.5.1 an option for the Commissioner or Chief Constable to purchase or use any assets or IIP Equipment used by the IIP in the provision of the Services to the extent reasonably required to ensure service continuity;
 - 24.5.2 an option for the Commissioner or Chief Constable to purchase or licence the Project Specific IPRs and/or Specially Written Software (together with any necessary licences to use the IIP Software) used by the IIP in the provision of the Services;
 - 24.5.3 an option for the Commissioner, Chief Constable and/or the Replacement Contractor to take an assignment or novation (to the extent reasonably required to ensure service continuity) of any sub-contracts with Sub-Contractors entered into by the IIP in connection with this Agreement without cost unless otherwise specifically agreed under a Work Order;
 - 24.5.4 provisions ensuring that any necessary post-termination licenses to utilise and/or complete and handover the Services are provided to the Commissioner, Chief Constable or the Replacement Contractor in a timely manner;
 - 24.5.5 provisions ensuring that the Commissioner and Chief Constable have the right to use any Intellectual Property Rights, Personal Data and Confidential Information in accordance with the terms of this Agreement; and
 - 24.5.6 provisions requiring the IIP to provide the Commissioner, Chief Constable and/or a Replacement Contractor with all WMP Data in such form as the Commissioner may reasonably require in order to enable the Commissioner, Chief Constable and/or the Replacement Contractor to use such WMP Data for the Replacement Services.
- 24.6 The IIP shall within 30 days of the notice of termination (or at least 6 months prior to the expiry of the Term) appoint a transition manager. The transition manager shall be the point of contact in relation to the Exit Plan and shall manage the implementation of the provisions of the Exit Plan.
- 24.7 The IIP shall not knowingly do or omit to do anything which may adversely affect the Commissioner's ability or the cost to the Commissioner of ensuring an orderly transfer of

responsibility for the provision of the Services (or services similar to the Services) on termination or expiry of this Agreement.

25. STEP IN RIGHTS

25.1 The Commissioner may take action under this clause in the following circumstances:

- 25.1.1 there is a Material Default entitling the Commissioner to terminate in accordance with Clause 21;
- 25.1.2 there is a Default by the IIP that is materially preventing or materially delaying the performance of the Services or any part of the Services;
- 25.1.3 there is a delay that has or the Commissioner reasonably anticipates will result in the IIP's failure to achieve a Milestone by a Critical Milestone Date;
- 25.1.4 a Force Majeure Event occurs which materially prevents or materially delays the performance of the Services or any part of the Services;
- 25.1.5 the IIP has failed to achieve the Service Levels to the "Termination Level" as defined in any Work Order;
- 25.1.6 where the IIP is not in breach of its obligations under this Agreement but the Commissioner considers that the circumstances constitute an emergency;
- 25.1.7 where a Regulatory Body has advised the Commissioner that the exercise by the Commissioner of its rights under this clause is necessary;
- 25.1.8 because there is a serious risk to the health or safety of persons, property or the environment which is not sufficiently mitigated by the IIP's actions; and/or
- 25.1.9 to discharge a statutory duty.

Action To Be Taken Prior To Exercise Of The Right Of Step-in

- 25.2 Save in the case where the Commissioner, acting reasonably, considers it necessary and/or in the public interest, before the Commissioner exercises its right of step-in under this Clause 25 it shall provide the IIP with written notice of its intent to invoke the rights in this Clause 25. The IIP shall then have the opportunity to remedy the circumstances giving rise to the right to step-in without the requirement for the Commissioner to take action.
- 25.3 If the IIP fails to remedy the event or circumstances giving rise to the right to Step-in within 5 Working Days of the date of the Commissioner's notice provided under Clause 25.2 or the Commissioner, acting reasonably, considers it necessary or in the public interest, the Commissioner may:
 - 25.3.1 where the Commissioner considers it expedient to do so, require the IIP, by notice in writing, to take those steps that the Commissioner considers necessary or expedient to mitigate or rectify the state of affairs giving rising to the Commissioner's right to step-in;
 - 25.3.2 appoint, at the IIP's cost, any person to work with the IIP in performing all or a part of the Services (including those provided by any Sub-Contractor); or
 - 25.3.3 take the steps that the Commissioner considers appropriate to ensure the performance of all or part of the Services (including those provided by any Sub-Contractor).
- 25.4 The IIP shall co-operate fully and in good faith with the Commissioner, or any other person appointed in respect of Clause 25.3.2 and shall adopt any reasonable methodology in providing the Services recommended by the Commissioner or that person.

Exercise of the Right of Step-in

25.5 If the IIP:

25.5.1 fails to confirm within 10 Working Days of a notice served pursuant to Clause 25.3.1 that it is willing to comply with that notice; or

25.5.2 fails to work with a person appointed in accordance with Clause 25.3.2; or

25.5.3 fails to take the steps notified to it by the Commissioner pursuant to Clause 25.3.3

then the Commissioner may take action under this Clause either through itself or with the assistance of third party contractors, provided that the IIP may require any third parties to comply with a confidentiality undertaking equivalent to Clause 49 (Confidentiality).

25.6 If the Commissioner takes action pursuant to Clause 25.5, the Commissioner shall serve notice ("**Step-in Notice**") on the IIP. The Step-in Notice shall set out the following:

25.6.1 the action the Commissioner wishes to take and in particular the Services it wishes to control;

25.6.2 the reason for and the objective of taking the action and whether the Commissioner reasonably believes that the primary cause of the action is due to the IIP's Default;

25.6.3 the date it wishes to commence the action;

25.6.4 the time period which it believes will be necessary for the action; and

25.6.5 to the extent practicable, the effect on the IIP and its obligations to provide the Services during the period the action is being taken.

25.7 Following service of a Step-in Notice, the Commissioner shall:

25.7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve (together, the "**Required Action**");

25.7.2 keep records of the Required Action taken and provide information about the Required Action to the IIP;

25.7.3 co-operate wherever reasonable with the IIP in order to enable the IIP to continue to provide any Services in relation to which the Commissioner is not assuming control; and

25.7.4 act reasonably in mitigating the cost that the IIP will incur as a result of the exercise of the Commissioner's rights under this Clause.

25.8 For so long as and to the extent that the Required Action is continuing, then:

25.8.1 the IIP shall not be obliged to provide the Services to the extent that they are the subject of the Required Action and shall have no liability for services not performed by it;

25.8.2 subject to Clause 25.9, the Commissioner shall pay to the IIP the Charges after the deduction of any applicable Service Credits and the Commissioner's costs of taking the Required Action other than where the Required Action is taken for the reasons set out in Clauses 25.1.4, 25.1.6 or 25.1.9 where the parties agree that the Commissioner shall cease to provide the IIP the Charges for any Services which are not performed by the IIP for the period of Step-in.

25.9 If the Required Action results in:

25.9.1 the degradation of any Services not subject to the Required Action; or

25.9.2 the non-achievement of a Milestone

beyond that which would have been the case had the Commissioner not taken the Required Action, then the IIP shall be entitled to an adjustment of the Charges to be agreed by the parties via the Change Control Process.

25.10 Before ceasing to exercise its step in rights under this clause the Commissioner shall deliver a written notice to the IIP ("**Step-Out Notice**"), specifying:

25.10.1 the Required Action it has actually taken; and

25.10.2 the date on which the Commissioner plans to end the Required Action ("**Step-Out Date**") subject to the Commissioner being satisfied with the IIP's ability to resume the provision of the Services and the IIP's plan developed in accordance with Clause 25.11.

25.11 The IIP shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Commissioner's approval a draft plan ("**Step-Out Plan**") relating to the resumption by the IIP of the Services, including any action the IIP proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

25.12 If the Commissioner does not approve the draft Step-Out Plan, the Commissioner shall inform the IIP of its reasons for not approving it. The IIP shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Commissioner for the Commissioner's approval. The Commissioner shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily or unreasonably.

25.13 The IIP shall bear its own costs in connection with any step-in by the Commissioner and any step-out plan required under this Clause 25 and the IIP shall re-imburse the Commissioner in respect of any additional costs or expenses incurred by the Commissioner in exercising its rights under this Clause 25 other than where the Required Action is taken for the reasons set out in Clauses 25.1.4, 25.1.6 or 25.1.9 where the costs of Step-in shall be borne by the Commissioner.

SECTION F - EMPLOYEES

26. TRANSFERRING EMPLOYEES

The parties agree to comply with the provisions of Schedule 17 (TUPE) of this Agreement save as varied under any Work Order.

27. KEY PERSONNEL

27.1 The parties have agreed to the appointment of the Key Personnel as at the Effective Date. The IIP shall discuss with the Commissioner any proposal to re-assign Key Personnel. It shall and shall procure that any Sub-Contractor shall obtain the prior written consent of the Commissioner before removing or replacing any member of the Key Personnel from their corresponding role during the Term, and, where possible, at least three months written notice must be provided by the IIP of its intention to replace any member of Key Personnel from their corresponding role. On entry into each Work Order the Commissioner reserves the right to agree with the IIP any additional Key Personnel and where such additional Key Personnel are agreed in the Work Order they shall be added to the list in Schedule 13 and be subject to the provisions of this Clause 27.

27.2 The Commissioner shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of Key Personnel by the IIP or Sub-Contractor. The Commissioner may interview the candidates for Key Personnel roles before such candidate is appointed to such role.

27.3 The IIP acknowledges that the Key Personnel are essential to the proper provision of the Services to the Commissioner. The IIP shall ensure that the role of any Key Personnel is not vacant for any

longer than 10 Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent of such role and is fully competent to carry out the tasks assigned to the role of the member of Key Personnel whom he or she has replaced.

- 27.4 The IIP shall ensure that each of the Key Personnel shall work for such a period of time in the performance of the Services that is commensurate with and sufficient to perform the obligation of that person's role unless the Commissioner otherwise gives its prior written consent. To the extent that it can do so without disregarding its statutory obligations, the IIP shall take reasonable steps to ensure that the Services are not disrupted through changes in Key Personnel.
- 27.5 The Commissioner may also require the IIP to remove any member of the Key Personnel that the Commissioner considers in any respect unsatisfactory.

28. IIP PERSONNEL

- 28.1 The Commissioner may refuse admission to the WMP Premises and/or direct the IIP to end the involvement in the provision of the Services of any of the IIP Personnel whom the Commissioner believes represents a security risk or does not have the required levels of training and expertise or where the Commissioner has other grounds for doing so. In such circumstances the Commissioner shall provide written reasons for such removal to the IIP within 5 Working Days of any such decision.
- 28.2 At all times, the IIP shall ensure that:
- 28.2.1 each of the IIP Personnel is suitably qualified, competent, careful, skilled, honest, experienced, instructed, supervised, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 28.2.2 there is an adequate number of IIP Personnel to provide the Services in accordance with the terms of this Agreement;
 - 28.2.3 only those people who are authorised by the IIP (under the authorisation procedure to be agreed between the parties) are involved in providing the Services;
 - 28.2.4 all of the IIP Personnel comply with the Commissioner's and/or the Chief Constable's policies as notified to the IIP from time to time including those that apply to persons who are allowed access to the applicable WMP Premises;
 - 28.2.5 all of the IIP Personnel comply with the spirit of the code of ethics and the Nolan principles as applicable to WMP; and
 - 28.2.6 will upon reasonable request of the Commissioner and/or the Chief Constable assist and reasonably co-operate with any disciplinary or grievance procedure.
- 28.3 All monies or other items of value found by the IIP Personnel at any WMP Premises or other premises (not including the premises of the IIP) shall be handed to the Commissioner as soon as possible and a written receipt obtained therefore.
- 28.4 The Commissioner shall be entitled but not unreasonably or vexatiously to require the IIP by notice in writing to remove from the provision of the Services temporarily or permanently any member of the IIP Personnel specified in such notice. Such written notice to the IIP shall include all relevant details of the reasons why the Commissioner wants such IIP Personnel to be removed from performing the Services in accordance with this Agreement.
- 28.5 The Commissioner shall in no circumstances be liable either to the IIP or IIP Personnel in respect of any liability loss or damage occasioned by such removal of any member of IIP Personnel under Clause 28.4 and the IIP shall fully indemnify the Commissioner against any claim made by such member of IIP Personnel.

- 28.6 The IIP's Personnel will comply with all security arrangements in relation to the use of doors and windows in accordance with the policy of the Commissioner and/or Chief Constable as notified to the IIP from time to time.
- 28.7 Any member of IIP Personnel who is dismissed from employment by the IIP shall be required to vacate the WMP Premises immediately and surrender to the Commissioner and/or Chief Constable (as appropriate) any identification pass or card which may have been provided whilst engaged in carrying out the Services.

Relevant Convictions

- 28.8 The IIP shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the IIP to have any Relevant Convictions (whether as a result of a police check or through the Disclosing and Barring Service procedures or otherwise), is employed or engaged in the provision of any part of the Services without the Commissioner's prior and express written consent.
- 28.9 For each of the IIP Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Commissioner owes a special duty of care the IIP shall (and shall procure that the relevant Sub-Contractor shall):
- 28.9.1 carry out a policy check with the records held by Department for Education and Skills;
 - 28.9.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 28.9.3 ensure a police check is completed and such other checks as may be carried out through the Disclosing and Barring Service

and the IIP shall not (and shall ensure that a Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

Staffing Security

- 28.10 The IIP shall comply with the Vetting Requirements in respect of all IIP Personnel employed or engaged in the provision of the Services. The IIP confirms that all IIP Personnel employed or engaged by the IIP at the Effective Date were vetted and recruited on a basis that is equivalent to and no less strict than the Vetting Requirements.
- 28.11 The IIP shall provide training on a continuing basis for all IIP Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan.
- 28.12 The Commissioner reserves the right to identify to the IIP any person who shall not be permitted to be used in connection with the performance of the Services provided that such decision is not unreasonable or vexatious. The Commissioner shall provide written notice to the IIP including all relevant details of the reasons why the Commissioner wants such IIP Personnel to be removed from performing the Services in accordance with this Agreement. The Commissioner shall not be liable to the IIP for any costs incurred as a result of any person not being permitted to be used in connection with the performance of the Services.
- 28.13 The Commissioner reserves the right to require the IIP Personnel to be vetted during the Term in accordance with the Vetting Requirements. The IIP shall, and shall procure that any member of the IIP Personnel shall, immediately notify the Commissioner of any change in circumstances which may or is reasonably likely to affect or impact on such member of the IIP Personnel's vetting. In such circumstances the Commissioner reserves the right to require such member of IIP Personnel to be vetted again in accordance with the Vetting Requirements and/or to identify such person as not permitted to be used in connection with the performance of the Services in accordance with Clause 28.12.
- 28.14 If the IIP or any IIP Personnel shall commit any breach of this Clause the Commissioner may at any time without liability terminate this Agreement on written notice to the IIP.

SECTION G – GOVERNANCE

29. CONTRACT MANAGEMENT

- 29.1 The IIP shall appoint a contract manager ("IIP Representative") who shall meet with the Commissioner's appointed representative ("Commissioner Representative") at least once every calendar month to discuss:-
- 29.1.1 operational issues;
 - 29.1.2 the performance of the IIP against the Service Levels; and
 - 29.1.3 the performance by the IIP of any of its other obligations under this Agreement.
- 29.2 The IIP shall forthwith give notice in writing to the Commissioner Representative of the identity address and telephone numbers of the person appointed as IIP Representative and of any subsequent appointment.
- 29.3 The IIP shall forthwith give notice in writing to the Commissioner Representative of the identity address and telephone numbers of any person authorised to act for any period as deputy for the IIP Representative and when such deputy ceases to be so authorised.
- 29.4 The IIP shall ensure that the IIP Representative or a competent deputy duly authorised by the IIP to act on his/her behalf is available to meet the Commissioner Representative or the Commissioner Representative's representative at all reasonable times during the days and hours in which the Services are provided.
- 29.5 The IIP shall provide a sufficient number of supervisory employees in addition to the IIP Representative to ensure that the IIP Personnel engaged in and about the provision of the Services are at all times adequately supervised and properly perform their duties in accordance with this Agreement.
- 29.6 The IIP shall ensure that its employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- 29.7 The IIP shall ensure that its employees observe the security of all secured areas of the WMP Premises.
- 29.8 The IIP shall provide and shall ensure that its employees wear at all times when engaged on provision of the Services such identification (including photographic identification) as may be specified by the Commissioner and/or Chief Constable.
- 29.9 The IIP shall ensure that when requested to do so any member of IIP Personnel shall disclose his/her identity and status as an employee of the IIP and shall not attempt to avoid so doing.
- 29.10 The IIP shall require its employees at all times while engaged in provision of the Services to be properly and presentably dressed to the satisfaction of the Commissioner.
- 29.11 Where the nature or the place of any duties upon which the IIP Personnel shall be engaged in the provision of the Services make the wearing of any special or protective clothing or footwear necessary or appropriate the IIP shall provide and shall require the IIP Personnel to wear such clothing or footwear. Where the Commissioner's and/or Chief Constable's policies rules procedures or standards require any special or protective clothing or footwear to be worn the IIP shall ensure that such clothing or footwear is provided for and worn by the IIP Personnel. Such special or protective clothing or footwear shall be maintained and replaced as necessary by the IIP.

30. **GOVERNANCE AND REPORTING**

The parties agree to manage this Agreement through the governance structure and reporting requirements detailed in Schedule 7 (Governance).

31. **AUDIT**

31.1 The IIP and the IIP Personnel shall keep and maintain until 7 years after the end of the Term, full and accurate records of this Agreement including the Services or Deliverables supplied under it, all expenditure reimbursed by the Commissioner, and all payments made by the Commissioner. The IIP shall, on request, afford the Commissioner, the Chief Constable or the Commissioner's or Chief Constable's representatives such access to those records as may be requested by the Commissioner in connection with this Agreement.

31.2 Subject to Clause 31.4 the IIP and its Personnel shall permit the Commissioner, the Commissioner Personnel, Chief Constable and/or the Chief Constable Personnel (and each of their appointed representatives) access free of charge during normal business hours on reasonable notice to any premises, personnel and all such relevant documents (including computerised documents and data) in order to:-

31.2.1 verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement), and/or the costs of all suppliers (including Sub-Contractors) of the Services;

31.2.2 to review the integrity, confidentiality and security of the WMP Data;

31.2.3 to review the IIP's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with Clause 46 (Protection of Personal Data) and Clause 50 (Freedom of Information) and any other legislation applicable to the Services;

31.2.4 to review the IIP's compliance with its obligations under this Agreement;

31.2.5 to review any books of account kept by the IIP in connection with the provision of the Services;

31.2.6 to carry out the audit and certification of the Commissioner's and/or Chief Constable's accounts;

31.2.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner and/or the Chief Constable has used its resources;

31.2.8 to verify the accuracy and completeness of any information or Deliverables delivered or required by this Agreement;

31.2.9 undertake verification of the Security Policy; and/or

31.2.10 to demonstrate that the Commissioner and/or the Chief Constable has met its statutory responsibilities.

31.3 Subject to the Commissioner's and/or the Chief Constable's obligations of confidentiality, the IIP shall on demand provide the Commissioner and/or the Chief Constable (and/or in each case its Personnel, agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

31.3.1 all information requested by the Commissioner and/or Chief Constable within the permitted scope of the audit;

31.3.2 reasonable access to any sites controlled by the IIP and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

- 31.3.3 access to the IIP System; and
 - 31.3.4 access to IIP Personnel for the purpose of interviewing such IIP Personnel in connection with the carrying out of all or any part of the Services.
- 31.4 The IIP acknowledges and agrees that the audits conducted under Clause 31.2 above, shall be carried out on a thematic basis and, therefore, may be conducted on a rolling basis over the Term of the Agreement. Notwithstanding this, the Commissioner recognises that excessive audits may be disruptive to the IIP's provision of the Services. Therefore, the Commissioner agrees that (save where the Commissioner considers the circumstances constitute an emergency and/or on suspicion of Fraud where any audit may be carried out immediately without notice) it shall provide written notice of any audit to be carried out over and above those within the Commissioner and/or Chief Constable's planned rolling audits to be conducted on a thematic basis.
- 31.5 The IIP shall implement all measurement and monitoring tools and procedures necessary to measure and report on the IIP's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 31.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless either:-
- 31.6.1 subject to Clause 31.6.2, the Commissioner serves notice under Clause 31.4, requiring more than two additional audits in any twelve month period, in which case the IIP shall be entitled to be reimbursed for its additional reasonable effort incurred in conducting such additional audits, which additional amount of effort shall be discussed and agreed in advance with the Commissioner; or
 - 31.6.2 the audit identifies a Material Default by the IIP in which case the IIP shall reimburse the Commissioner for all the Commissioner's and/or Chief Constable's reasonable costs incurred in the course of the audit.
- 31.7 If an audit identifies that:
- 31.7.1 the IIP has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan. If the IIP's failure relates to a failure to provide any information to the Commissioner about the Charges, proposed Charges or the IIP's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - 31.7.2 the Commissioner has overpaid any Charges, the IIP shall pay to the Commissioner the amount overpaid within 30 days. The Commissioner may deduct the relevant amount from the Charges if the IIP fails to make this payment; and
 - 31.7.3 the Commissioner has underpaid any Charges, the Commissioner shall pay to the IIP the amount of the under-payment less the cost of audit incurred by the Commissioner if this was due to a Default by the IIP in relation to invoicing within 20 Working Days.
- 31.8 In addition to the above, the IIP agrees that it shall (and it shall procure that any subcontractor shall) co-operate with the Commissioner and/or the Chief Constable (as appropriate) in relation to any investigation of a regulatory (including, without limitation, the Independent Police Complaints Commission) in relation to any enquiry relevant to or related to the Services. Such co-operation shall include such reasonable assistance and provision of information as the Commissioner and/or Chief Constable requires from time to time.
- 32. CONFLICT OF INTEREST**
- 32.1 The IIP shall take appropriate steps to ensure that neither the IIP nor any of the IIP's Personnel is placed in a position where, in the reasonable opinion of the Commissioner:

32.1.1 there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the IIP and the duties owed to the Commissioner under the provisions of this Agreement and/or any duties owed to the Chief Constable; or

32.1.2 the behaviour of the IIP or the IIP's Personnel is not in the Commissioner's or Chief Constable's best interest or might adversely affect the Commissioner's and/or Chief Constable's reputation.

32.2 The IIP will as soon as reasonably practicable disclose to the Commissioner full particulars of any behaviour which might give rise to the acts complained of in sub-Clauses 32.1.1 or 32.1.2.

32.3 The Commissioner reserves the right to terminate this Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict or potential conflict, between the financial or personal interests of the IIP or the IIP's Personnel and the duties owed to the Commissioner under the provisions of this Agreement. The actions of the Commissioner pursuant to this Clause shall not prejudice or affect any right of action or remedy which has accrued or will accrue to the Commissioner.

33. FINANCIAL DISTRESS

The parties shall comply with the provisions of Schedule 18 (Financial Distress).

SECTION H – CONTROL OF THE CONTRACT

34. ASSIGNMENT

34.1 The IIP shall not assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof without the prior written consent of the Commissioner.

34.2 The Commissioner shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof provided that such assignment, novation or disposal shall not increase the burden of the IIP's obligations under this Agreement.

35. SUB-CONTRACTING AND SUPPLY CHAIN RIGHTS

35.1 The IIP shall not sub-contract any of its obligations under this Agreement without the Commissioner's prior written Approval in accordance with Clause 35.2 below. For the avoidance of doubt, where the IIP or any Sub-contractor of the IIP intends to utilise any individual contractors to work under their direct supervision or control to assist the IIP or Subcontractor in the provision of the Services then this shall not be subject to Approval in accordance with this Clause 35 but the IIP shall provide the Commissioner with written details of any such engagements upon request.

35.2 If the IIP wishes to sub-contract any of its obligations under this Agreement it must obtain the Commissioner's prior written Approval (such approval not to be unreasonably withheld or delayed provided that the parties agree it shall be reasonable for the Commissioner to withhold its consent where the proposing sub-contracting is not in line with the Commissioner's procurement strategy from time to time). Where Approval is granted the IIP shall comply with the remaining provisions of this Clause 35.

35.3 Subject to the remaining provisions of this Clause 35, in making a request pursuant to Clause 35.2 the IIP shall provide the Commissioner with the following information about the proposed Sub-Contractor:

35.3.1 its name, registered office and company registration number;

35.3.2 a copy of the proposed sub-contract;

35.3.3 the purposes for which the proposed Sub-Contractor will be employed, including the scope of any services to be provided by the proposed Sub-Contractor;

- 35.3.4 where the proposed Sub-Contractor is also an Affiliate of the IIP, evidence that demonstrates to the reasonable satisfaction of the Commissioner that the proposed Sub-Contract has been agreed on "arms-length" terms; and
- 35.3.5 any further information reasonably requested by the Commissioner.
- 35.4 Where the Commissioner has consented to the appointment of a Sub-Contractor, copies of each sub-contract shall, at the request of the Commissioner, be sent by the IIP to the Commissioner as soon as reasonably practicable. The Sub-Contractors at the Effective Date are set out in Part A of Schedule 8. The IIP acknowledges and agrees that the Commissioner is obliged to publish copies of such contracts in full.
- 35.5 The IIP shall not make use of a pre-existing contract with any Sub-Contractor, without the prior written consent of the Commissioner, which shall not be unreasonably withheld or delayed.
- 35.6 Except where the Commissioner has given its prior written consent under Clause 35.5, the IIP shall ensure that in respect of each Sub-Contractor it enters into a written contract which includes:-
- 35.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Commissioner to enforce the terms of that sub-contract as if it were the IIP;
- 35.6.2 a provision enabling the IIP to assign, novate or otherwise transfer any of its rights and/or obligations under the sub-contract to the Commissioner;
- 35.6.3 a provision requiring the Sub-Contractor to enter into a direct confidentiality agreement with the Commissioner on the same terms as set out in Clause 49 (Confidentiality);
- 35.6.4 a provision requiring the Sub-Contractor to comply with protection of data requirements pursuant to Clauses 45 (WMP Data) and 46 (Protection of Personal Data);
- 35.6.5 a provision requiring the Sub-Contractor to comply with the restrictions on corrupt gifts and payments pursuant to Clause 51 (Prevention of Fraud and Prevention of Corruption);
- 35.6.6 a provision restricting the ability of the Sub-Contractor to further sub-contract elements of the service provided to the IIP without first seeking the consent of the Commissioner; and
- 35.6.7 a provision enabling the IIP, the Commissioner or any other person on behalf of the Commissioner to step-in on substantially the same terms as are set out in Clause 25 (Step-in Rights); and
- 35.6.8 a provision requiring the Sub-Contractor to notify the Commissioner promptly in writing of any material non-payment or late payment of any sums properly due to the Sub-Contractor from the IIP under the sub-contract, under a specified valid invoice and not subject to a genuine dispute.
- 35.7 As a condition of its consent under Clause 35.2, the Commissioner may require that the relevant Sub-Contractor enters into a direct agreement with the Commissioner, in which case the IIP shall procure that such Sub-Contractor enters into a direct agreement with the Commissioner as soon as reasonably practicable and on such terms as may be reasonably requested by the Commissioner.
- 35.8 The IIP shall not terminate or materially amend the terms of any Sub-Contract without the Commissioner's prior written consent, which shall not be unreasonably withheld or delayed.
- 35.9 Despite the IIP's right to sub-contract pursuant to this Clause 35, the IIP shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on the IIP to do, or to refrain from doing, any act or thing shall include an obligation upon the IIP to procure that its employees, staff, agents and Sub-Contractor's employees, staff and agents also do, or refrain from doing, such act or thing.

35.10 Notwithstanding the above provisions, the IIP agrees:-

35.10.1 it shall at all times maintain a policy in relation to sub-contracting and it shall make available a copy of such policy to the Commissioner (and acknowledges and agrees that the Commissioner may publish such policy); and

35.10.2 the terms and conditions of any sub-contract shall be no worse for the Sub-Contractor than the terms and conditions of this Agreement are to the IIP; and

35.10.3 the IIP shall, at its own expense, at all times comply with (or at least evidence that it is working towards) the Merlin Standard (including for the avoidance of doubt, but without limitation, any mediation and/or arbitration arising out of, or in connection with, the Merlin Standard) and any other guidance and/or codes of practice issued by the Commissioner from time to time.

35.11 Where the IIP enters into a sub-contract with a supplier or IIP for the purpose of performing its obligations under this Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the IIP to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

35.12 At any time during the Term the Commissioner may undertake a review of the IIP's Sub-Contractors to ensure that such Sub-Contractors are managed in accordance with the terms of this Agreement. If the Commissioner wishes to undertake such review it will provide the IIP with at least 5 Working Days notice and set out the information required by the Commissioner as part of the review.

35.13 The IIP will co-operate with the Commissioner and all reasonable requests from the Commissioner (or its appointed representative) for information or documentation required by the Commissioner in order to carry out a review of the IIP's supply chain.

35.14 Following completion of the review, the Commissioner shall notify the IIP of any areas it considers (acting reasonably) do not meet the requirements of this Agreement and/or require any amendment to the procedures in place (for the avoidance of doubt, this may include the termination of any Sub-Contractor(s) where the Commissioner no longer Approves such Sub-Contractor). The IIP shall implement amendments in order to address the Commissioner's concerns.

35.15 If the IIP disputes the findings of the Commissioner under any review, it shall escalate the dispute to be resolved in accordance with the Dispute Resolution Procedure set out in this Agreement.

36. CHANGE CONTROL

Any requirement for a Change shall be subject to the Change Control Procedure set out in Schedule 10.

SECTION I – PROTECTION OF INFORMATION

37. INTELLECTUAL PROPERTY RIGHTS

37.1 Except as expressly set out in this Agreement:-

37.1.1 the Commissioner shall not acquire any right, title or interest in or to the Intellectual Property Rights of the IIP or its licensors, including:-

- (a) the IIP's Background IPR;
- (b) the IPRs relating to the IIP Software;
- (c) the IPRs relating to the Third Party Software; and
- (d) Project Specific IPRs and the IPRs relating to the Specially Written Software

and

37.1.2 the IIP shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Commissioner, the Chief Constable or its licensors, including:-

- (a) the Commissioner's or the Chief Constable's Background IPR;
- (b) the IPRs relating to the WMP Data (including, for the avoidance of doubt, any enhancements or additions to such WMP Data);
- (c) the IPRs relating to the Databases;
- (d) the IPRs relating to the WMP Software; and
- (e) the IPRs relating to the Commissioner's and/or the Chief Constable's documentation, processes and procedures.

37.2 Where either party acquires, by operation of Law, title to IPRs of the other referred to in Clause 37.1, and this acquisition is inconsistent with the allocation of title set out in that Clause 37.1, such IPRs shall be assigned by it to the other party on the request of the other party, whenever that request is made.

37.3 The IIP shall not, and shall procure that the IIP's Personnel shall not, (except when necessary for the performance of this Agreement) without prior approval, use or disclose any IPRs referred to in Clause 37.1.2.

38. PROJECT-SPECIFIC IPR AND SPECIALLY WRITTEN SOFTWARE

38.1 Save as agreed by the parties in any Work Order, the IIP hereby grants a non-exclusive, assignable, irrevocable, perpetual, royalty free licence (with a right to sub-license) (and where applicable worldwide) to the Commissioner and the Chief Constable to Use the Project-Specific IPRs and the Specially Written Software (including any IIP's Background IPRs or Third Party Software IPRs that are embedded in or which are an integral part of the Specially Written Software).

38.2 The Commissioner and/of Chief Constable may only:

38.2.1 assign its rights under Clause 38.1 to a successor body to the Commissioner or Chief Constable;

38.2.2 sub-license its rights under Clause 38.1 to a Replacement Contractor, provided that the relevant Replacement Contractor gives an appropriate undertaking of confidentiality to the IIP; and/or

38.2.3 assign or sub-license its rights under Clause 38.1 to such other police force where the Commissioner and/or Chief Constable has in place a collaboration agreement and/or is already working with prior to the Effective Date and/or where specifically set out in a relevant Work Order.

38.3 The parties acknowledge that there may be circumstances where they may agree that the Commissioner or Chief Constable may own the IPRs resulting from the work performed by the IIP as a result of a Change Control Procedure and/or in relation to a specific Work Order. In such circumstances, the applicable Change Authorisation Note or Work Order shall document the Commissioner's or Chief Constable's ownership and the IIP hereby assigns all such IPRs to the Commissioner or Chief Constable (as appropriate). In such circumstances, the Commissioner or Chief Constable shall grant to the IIP a licence of the relevant IPRs to enable the IIP to provide the Services.

38.4 If requested to do so, the IIP shall, at its expense, execute all documents and do all such acts as the Commissioner may require to perfect the assignment of the IPRs referred to in Clause 38.3.

38.5 Notwithstanding the above, the parties agree that if either the IIP, the Commissioner or the Chief Constable wishes to utilise the Project Specific IPRs and/or the Specially Written Software either:-

38.5.1 in the case of the IIP with other customers (including any adaptation and/or elements that are derived from the Project Specific IPRs and the Specially Written Software) or for any purposes other than the delivery of the Services to the Commissioner under and in accordance with this Agreement; and

38.5.2 in the case of the Commissioner or the Chief Constable, for any purpose other than the receipt of the Services under and in accordance with this Agreement

then such Use shall be subject to the commercial exploitation arrangements specified Schedule 6 (Pricing and Payment).

39. GRANT OF LICENCES

39.1 Save as may be agreed by the parties in any Work Order, the IIP hereby grants to the Commissioner and the Chief Constable, or shall procure the direct grant to the Commissioner and Chief Constable of, a non-exclusive, irrevocable, assignable, perpetual, royalty free licence (with a right to sub-licence) (and where appropriate worldwide) to Use the IIP's Background IPRs, the IIP's Software and the Third Party Software during the Term.

39.2 The IIP shall, if requested by the Commissioner in accordance with Clause 24 (and unless agreed otherwise in any Work Order), grant or procure the grant to the Commissioner or Chief Constable and/or the Replacement Contractor of a licence to Use any of the IIP's Software, the IIP's Background IPRs and Third Party Software, subject to the Commissioner, Chief Constable, and/or the Replacement Contractor entering into confidentiality undertakings with the IIP in a form reasonably acceptable to the Commissioner.

39.3 The Commissioner and/or Chief Constable (as applicable) hereby grants to the IIP a royalty-free, non-exclusive, non-transferable licence during the Term to use:

39.3.1 the WMP Software if and to the extent required to provide the Services;

39.3.2 the Commissioner's and/or Chief Constable's documentation, processes and procedures; and

39.3.3 the WMP Data and the Database, including the right to grant sub-licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the IIP in a form reasonably acceptable to the Commissioner.

39.4 The licence granted in Clause 39.3 is granted solely to the extent necessary for performing the Services in accordance with this Agreement. The IIP shall not use the licensed materials for any other purpose other than as agreed by the parties in accordance with Clause 38.5.1.

39.5 In the event of the termination or expiry of this Agreement, the licences referred to in Clause 39.1 and Clause 39.3 shall terminate automatically and the IIP shall deliver to the Commissioner and/or Chief Constable all material licensed to the IIP pursuant to Clause 39.1 or Clause 39.3 in its possession or control (or that of the IIP Personnel). However, the licences granted pursuant to Clause 39.2 shall continue in full force and effect.

40. ASSIGNMENT OF IPR IN DATABASES

40.1 The IIP hereby assigns to the Commissioner, with full title guarantee, title to and all present and future rights and interest in the Database, or shall procure that the first owner of the Database assigns it to the Commissioner on the same basis.

40.2 The assignment under Clause 40.1 shall either take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Database, as appropriate.

- 40.3 The IIP shall waive or procure a waiver of any moral rights in the Database assigned to the Commissioner under this Agreement.
- 40.4 To the extent that it is necessary for the Commissioner and Chief Constable to be able to fully utilise the Database both during and after the Term, the IIP hereby grants to the Commissioner (on behalf of itself and the Replacement Contractor) and shall procure that any relevant third party licensor shall grant to the Commissioner and Chief Constable (in each case on behalf of itself and the Replacement Contractor), a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to use, sub-license and commercially exploit any Software or other IPRs which are embedded in, or which form an integral part of, the Database.
41. **IPR INFRINGEMENT**
- 41.1 The IIP shall not infringe any Intellectual Property Rights of any third party in supplying the Services.
- 41.2 Save as may be agreed by the parties in any Work Order, the IIP shall, during and after the Term of this Agreement, indemnify the Commissioner and Chief Constable and keep indemnified and hold the Commissioner and Chief Constable harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities (including legal fees) which the Commissioner and/or Chief Constable may suffer or incur as a result of or in connection with any IPR Claim except and to the extent that such claim arises from:-
- 41.2.1 items or materials based upon designs supplied by Commissioner or Chief Constable; or
 - 41.2.2 the use of data supplied by the Commissioner or Chief Constable which is not required to be verified by the IIP under any provision of this Agreement.
- 41.3 The Commissioner shall notify the IIP in writing of any such IPR Claim brought against the Commissioner or Chief Constable.
- 41.4 The IIP shall at its own expense conduct all negotiations and any litigation arising in connection with any IPR Claim, provided always that the IIP shall:
- 41.4.1 consult the Commissioner on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 41.4.2 take due and proper account of the interests of the Commissioner and/or the Chief Constable; and
 - 41.4.3 not settle or compromise any claim without the Commissioner's prior written consent (not to be unreasonably withheld or delayed).
- 41.5 The Commissioner shall at the request of the IIP afford to the IIP all reasonable assistance for the purpose of contesting any IPR Claim brought against the Commissioner, Chief Constable or the IIP and the IIP shall indemnify the Commissioner and Chief Constable for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The IIP shall not, however, be required to indemnify the Commissioner or Chief Constable in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in 41.2 or 41.2.2.
- 41.6 The Commissioner or Chief Constable shall not, without prior consultation with the IIP, make any admission relating to the IPR Claim or attempt to settle it, provided that the IIP considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Commissioner into disrepute.
- 41.7 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Agreement or in the reasonable opinion of the IIP is likely to be made, the IIP shall notify the Commissioner as soon as reasonably practicable and, at its own

expense and subject to the consent of the Commissioner (not to be unreasonably withheld or delayed) either:-

- 41.7.1 procure for the Commissioner and the Chief Constable the right to continue using the part of the material which is subject to the IPR Claim; or
- 41.7.2 use all reasonable endeavours to modify any or all of the Services without reducing the performance or functionality of the same and at no additional cost to the Commissioner;
- 41.7.3 substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement and at no additional cost to the Commissioner

provided in each case that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services and in the event that the IIP is unable to comply with this Clause 41.7 within 20 Working Days of receipt of the IIP's notification, the Commissioner may terminate this Agreement by notice in writing.

42. ESCROW

- 42.1 If requested by the Commissioner in respect of any Software or in relation to a particular Work Order, the IIP shall, at such periods as the Commissioner may reasonably request, deposit the Source Code of the Software (or such relevant part of it as the Commissioner may request) (the "**Deposited Software**") in escrow with the National Computing Centre ("**NCC**") on the basis of the appropriate standard agreement or on such other terms as the Commissioner, the IIP and NCC shall agree provided that the termination of this Agreement by the Commissioner under and in accordance with Clause 20 or Clause 21 shall constitute a release event. The IIP shall ensure that the deposited version of the Source Code is the current version of the Deposited Software and that the deposited version is kept up to date as the same is modified or upgraded. The IIP shall pay the initial storage fees under the escrow agreement and the Commissioner shall pay the release fees.
- 42.2 Where the IIP is unable to procure compliance with the provisions of Clause 42.1 in respect of any Third Party Software, it shall provide the Commissioner with written evidence of its inability to comply with these provisions and shall agree with the Commissioner a suitable alternative to escrow that affords the Commissioner the nearest equivalent protection.
- 42.3 In circumstances where the Commissioner obtains the release of the Source Code from escrow, the IIP hereby grants to the Commissioner and the Chief Constable (except where otherwise agreed by the parties pursuant to a Work Order) a perpetual, assignable, royalty free and non-exclusive licence to Use, develop and support the Source Code version of the Deposited Software to the extent necessary for the receipt of the Services or any Replacement Services or the Commissioner's or Chief Constable's normal business undertakings.

43. USE OF WMP ICT SYSTEM

- 43.1 In its provision of the Services the IIP may be required to make use of the WMP Software. Any such use shall be subject to the Approval of the Commissioner and shall be limited to the purposes of performing the Services under and in accordance with this Agreement.
- 43.2 Unless otherwise specified in a relevant Work Order, the IIP will be responsible for any costs incurred in connecting to the relevant WMP Software.
- 43.3 In accordance with Clause 37, all rights, title and ownership in and to the WMP Software shall at all times remain with the Commissioner and the IIP shall be licensed to use such WMP Software solely for the purposes of the provision of the Services in accordance with the terms of this Agreement.
- 43.4 The IIP shall at all times comply with all policies and procedures of the Commissioner and/or Chief Constable as notified to it from time to time in relation to any use of the WMP Software.

- 43.5 If the IIP makes use of any WMP Software as part of the Services the IIP shall:-
- 43.5.1 ensure that proper environmental conditions are maintained for the WMP Software and maintain the WMP System in good order;
 - 43.5.2 not make any modification to the WMP Software or WMP System without the prior written consent of the Commissioner;
 - 43.5.3 keep and operate the WMP Software and WMP System in a proper and prudent manner and in accordance with the Commissioner's instructions;
 - 43.5.4 except as otherwise provided in this Agreement, not attempt to maintain, repair or adjust the WMP Software or WMP System and not engage any third party to do so;
 - 43.5.5 not use in conjunction with the WMP Software any accessory, attachment or additional equipment other than that which has been supplied or approved in writing by the Commissioner;
 - 43.5.6 promptly notify the Commissioner if the WMP Software and/or WMP System is not operating correctly or needs maintenance;
 - 43.5.7 operate the WMP Software and/or use the WMP System only in accordance with the Commissioner's and/or any relevant licensor of the WMP Software's or WMP System's instructions and shall ensure that no modifications are made to any such WMP Software or WMP System; and
 - 43.5.8 supply to the Commissioner a list of its authorised users; maintain an up to date version of the list of authorised users and supply a copy to the Commissioner promptly upon request; and
 - 43.5.9 issue to each of its authorised users the password from time to time provided by the Commissioner ("**Authorised Users**").
- 43.6 In respect of the IIP's use and any Authorised User's use of the WMP Software, the IIP shall comply with the Commissioner's Information Security policies (as set out in Schedule 9) and it shall use all reasonable endeavours to ensure that:
- 43.6.1 such WMP Software and/or WMP System is not used by any of the IIP's Authorised Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material; and
 - 43.6.2 no viruses are introduced into any such WMP Software and/or WMP System and that, if a virus is found, promptly upon its discovery try to eliminate it and/or ameliorate its effect and notify the Commissioner of the virus along with particulars of such virus.
- 43.7 The IIP acknowledges and accepts that the Commissioner and/or Chief Constable may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

44. **SECURITY**

- 44.1 The IIP shall comply, and shall procure the compliance of the IIP Personnel, with the Security Policy and the Security Plan and the IIP shall ensure that the Security Plan produced by the IIP fully complies with the Security Policy.
- 44.2 The Commissioner shall notify the IIP of any changes or proposed changes to the Security Policy and the IIP shall promptly amend the Security Plan in accordance with the changes.

- 44.3 If the IIP believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Authorisation Note. In doing so, the IIP must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 44.4 Until and/or unless a change to the Charges is agreed by the Commissioner pursuant to Clause 44.3 the IIP shall continue to perform the Services in accordance with its existing obligations.

Malicious Software

- 44.5 The IIP shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software in the WMP System and/or the IIP System (or as otherwise agreed by the parties).
- 44.6 Notwithstanding Clause 44.5, if Malicious Software is found by either party such party shall notify the other party in writing and the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of WMP Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 44.7 Any cost arising out of the actions of the parties taken in compliance with the provisions of Clause 44.6 shall be borne by the parties as follows:
- 44.7.1 by the IIP where the Malicious Software originates from the IIP Software, the Third Party Software supplied by the IIP (except where the Commissioner has waived the obligation set out in Clause 44.5) or the WMP Data (whilst the WMP Data was under the control of the IIP) unless the IIP can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Commissioner when provided to the IIP; and
- 44.7.2 by the Commissioner if the Malicious Software originates from the WMP Software or the WMP Data (whilst the WMP Data was under the control of the Commissioner).

45. WMP DATA

- 45.1 The IIP shall not use the WMP Data (including any Personal Data) for any purpose other than performing its obligations under this Agreement.
- 45.2 The IIP shall not delete or remove any proprietary notices contained within or relating to the WMP Data.
- 45.3 The IIP shall not store, copy, disclose, modify, or use the WMP Data except as necessary for the performance by the IIP of its obligations under this Agreement or as otherwise expressly authorised in writing by the Commissioner.
- 45.4 To the extent that WMP Data is held and/or processed by the IIP, the IIP shall supply that WMP Data to the Commissioner and/or Chief Constable as requested by the Commissioner and/or the Chief Constable in the format reasonably requested from time to time.
- 45.5 The IIP shall take responsibility for preserving the integrity of WMP Data and preventing the corruption or loss of WMP Data to the extent such WMP Data is within the custody, care and control of the IIP or its Subcontractor as part of the Services.
- 45.6 The IIP shall ensure that any system on which the IIP holds any WMP Data, including back-up data, is a secure system that complies with the Security Policy.
- 45.7 If the WMP Data is corrupted, lost or sufficiently degraded as a result of the IIP's Default so as to be unusable, the Commissioner and/or Chief Constable may:

- 45.7.1 require the IIP (at the IIP's expense) to restore or procure the restoration of WMP Data to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Plan and the IIP shall do so as soon as practicable; and/or
 - 45.7.2 itself restore or procure the restoration of WMP Data, and shall be repaid by the IIP any reasonable expenses incurred in doing so.
- 45.8 If at any time the IIP suspects, or has reason to believe that WMP Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the IIP shall notify the Commissioner and Chief Constable immediately and inform the Commissioner and Chief Constable of the remedial action the IIP proposes to take.

46. PROTECTION OF PERSONAL DATA

- 46.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Commissioner (or, where appropriate, Chief Constable) shall be the Data Controller and that the IIP shall be the Data Processor.
- 46.2 The IIP shall:
- 46.2.1 process the Personal Data only in accordance with instructions from the relevant Data Controller (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the relevant Data Controller to the IIP during the Term) and the IIP shall, at the very least, comply with the provisions of the Security Policy;
 - 46.2.2 notify the relevant Data Controller immediately upon it becoming aware of any failure to comply with the provisions of the Security Policy;
 - 46.2.3 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - 46.2.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected and in any event the measures shall not be of a lesser standard than that set out in the Security Policy;
 - 46.2.5 take reasonable steps to ensure the reliability of any IIP's Personnel who have access to the Personal Data;
 - 46.2.6 obtain prior written consent from the relevant Data Controller in order to transfer the Personal Data to any Sub-Contractors for the provision of the Services;
 - 46.2.7 ensure that where the IIP is required to access the Personal Data all relevant IIP Personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 46;
 - 46.2.8 not and shall ensure that the IIP's Personnel do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the relevant Data Controller;
 - 46.2.9 notify the relevant Data Controller (within five Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the relevant Data Controller's obligations under the Data Protection Legislation;

- 46.2.10 provide the relevant Data Controller with full co-operation and assistance in relation to any complaint or request made, including by:
- (a) providing the relevant Data Controller with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the relevant Data Controller's instructions;
 - (c) providing the relevant Data Controller with any Personal Data it holds in relation to a Data Subject, within the timescales required by the relevant Data Controller; and
 - (d) providing the relevant Data Controller with any information requested by the relevant Data Controller;
- 46.2.11 permit the relevant Data Controller (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with Clause 31, the IIP's data Processing activities (and/or those of its Personnel) and comply with all reasonable requests or directions by the relevant Data Controller to enable the relevant Data Controller to verify and/or procure that the IIP is in full compliance with its obligations under this Agreement;
- 46.2.12 provide a written description of the technical and organisational methods employed by the IIP for processing Personal Data (within the timescales required by the relevant Data Controller); and
- 46.2.13 not Process Personal Data outside of mainland United Kingdom without the prior written consent of the relevant Data Controller and, where the relevant Data Controller consents to a transfer, to comply with:
- (a) and assist the Commissioner and/or the Chief Constable to comply with their obligations as Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - (b) any reasonable instructions notified to it by the relevant Data Controller.
- 46.3 The IIP shall comply at all times with the Data Protection Legislation and shall not knowingly perform its obligations under this Agreement in such a way as to cause the relevant Data Controller to breach any of its applicable obligations under the Data Protection Legislation.
- 46.4 On the demand of the relevant Data Controller the IIP shall render to the relevant Data Controller or destroy all Personal Data held pursuant to this Agreement.
- 46.5 The Commissioner will be responsible for additional costs arising from any changes to the security requirements set out in the Security Policy.
- 46.6 Notwithstanding the foregoing, if the IIP is in breach of any of its obligations under Clause 46.2 or 46.3, the Commissioner shall, without prejudice to any other rights or remedies it may have, have the right to terminate this Agreement on written notice to the IIP without liability.

SECTION J – GENERAL

47. FORCE MAJEURE

- 47.1 Neither party shall be liable to the other party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure Event. Notwithstanding the foregoing, each party shall use all

reasonable endeavours to continue to perform its obligations under this Agreement for the duration of such Force Majeure Event. However, if such Force Majeure Event prevents either party from performing its material obligations under this Agreement for a period in excess of six (6) months, the Commissioner may terminate this Agreement with immediate effect by notice in writing.

47.2 If either party becomes aware of Force Majeure Event which gives rise to, or is likely to give rise to, any failure or delay on its part as described in Clause 47.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

47.3 If this Agreement is terminated pursuant to Clause 47.1, neither party shall be responsible for the losses, costs, expenses or liabilities of the other party.

48. BUSINESS CONTINUITY AND DISASTER RECOVERY

48.1 The IIP shall, prior to the Services Commencement Date, produce a business continuity and disaster recovery plan. Within 20 Working Days after the submission of that business continuity and disaster recovery plan, the parties shall meet and use all reasonable endeavours to agree the contents of that business continuity and disaster recovery plan. If the parties are unable to agree the contents of the business continuity and disaster recovery plan within that 20 Working Day period either party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure. Once agreed or determined in accordance with this Clause 48 the business continuity and disaster recovery plan shall be the "**Business Continuity and Disaster Recovery Plan**".

48.2 The parties shall comply with the provisions of the Business Continuity and Disaster Recovery Plan and the IIP shall ensure that it is able to implement the Business Continuity and Disaster Recovery Plan at any time in accordance with its terms. The IIP shall be responsible for ensuring that the Business Continuity and Disaster Recovery Plan is kept up to date during the Term. Notwithstanding the generality of the foregoing, the IIP shall submit an updated Business Continuity and Disaster Recovery Plan to the Commissioner for its Approval upon execution of any Work Order.

48.3 The IIP shall be responsible for testing the Business Continuity and Disaster Recovery Plan on a regular basis and shall provide the Commissioner with a written report summarising the results of the test. Following receipt of such report the Commissioner may recommend actions or remedial measures it considers to be necessary as a result of such tests and the IIP shall implement such actions or remedial measures as soon as reasonably practicable.

48.4 The IIP shall undertake regular risk assessments in relation to the provision of the Services not less than once every six months and shall provide the results of, and any recommendations in relation to, those risk assessments to the Commissioner promptly in writing following each review.

48.5 The IIP shall establish, maintain, and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.

48.6 In the event of an emergency or disaster affecting the Services, the IIP shall:-

48.6.1 as soon as reasonably practicable notify the Commissioner of the disaster and its anticipated impact on the Services;

48.6.2 implement the Business Continuity and Disaster Recovery Plan; and

48.6.3 consult with the Commissioner with a view to ensuring minimum disruption to the Services.

48.7 The Commissioner shall, on request, be permitted access to the IIP's Business Continuity and Disaster Recovery Plan and any back-up and recovery procedures.

49. **CONFIDENTIALITY**

- 49.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, the IIP shall (in each case in relation to the Confidential Information of the Commissioner and Chief Constable) and the Commissioner shall (and shall procure that the Chief Constable shall) (in each case in relation to the Confidential Information of the IIP) :
- 49.1.1 treat the Confidential Information as confidential and safeguard it accordingly; and
 - 49.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 49.2 Clause 49.1 shall not apply to the extent that:
- 49.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 50 (Freedom of Information) or as required by any Regulatory Body;
 - 49.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 49.2.3 such information was lawfully obtained from a third party without obligation of confidentiality;
 - 49.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of confidence or of this Agreement; or
 - 49.2.5 it has been independently developed without access to the other party's Confidential Information.
- 49.3 Each party may only disclose Confidential Information to its Personnel (or in the case of the Commissioner to the Commissioner's and/or Chief Constable's personnel) who are directly involved in the provision or receipt of the Services and who need to know the information, and shall ensure that such Personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality.
- 49.4 Each party shall not, and shall procure that the Personnel (and in the case of the Commissioner, the Commissioner's and/or Chief Constable's personnel) do not, use any of the Confidential Information received from the other party otherwise than for the purposes of this Agreement.
- 49.5 In the event that any default, act or omission of any IIP Personnel causes or contributes (or could cause or contribute) to the IIP breaching its obligations as to confidentiality under or in connection with this Agreement, the IIP shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any IIP Personnel, the IIP shall provide such evidence to the Commissioner as the Commissioner may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the IIP is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from IIP Personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with IIP Personnel in connection with obligations as to confidentiality.
- 49.6 Nothing in this Agreement shall prevent the Commissioner from disclosing the IIP's Confidential Information:-
- 49.6.1 to any consultant, contractor or other person engaged by the Commissioner or any person conducting an Office of Government Commerce gateway review;
 - 49.6.2 for the purpose of the examination and certification of the Commissioner's accounts; or

49.6.3 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Commissioner has used its resources.

49.7 The Commissioner shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-Contractor to whom the IIP's Confidential Information is disclosed pursuant to Clause 49.6 is made aware of the Commissioner's obligations of confidentiality.

49.8 Nothing in this Clause 49 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

49.9 Notwithstanding the above, the IIP acknowledges that the Commissioner is under an obligation to publish certain information from time to time. The Commissioner shall, where reasonably practicable, notify the IIP of any information it intends to publish from time to time where such publication is not mandated by Law. The Commissioner shall consider any representations made by the IIP in relation to such publication but the decision as to whether or not to publish such information shall be in the sole discretion of the Commissioner.

50. FREEDOM OF INFORMATION

50.1 The IIP acknowledges that the Commissioner and Chief Constable are subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and co-operate with the Commissioner and Chief Constable to enable the Commissioner and Chief Constable to comply with its Information disclosure obligations.

50.2 The IIP shall and shall procure that its Sub-Contractors shall:

50.2.1 transfer to the Commissioner and Chief Constable all Requests for Information that it receives relating to the Commissioner or Chief Constable as soon as practicable and in any event within two Working Days of receiving a Request for Information;

50.2.2 provide the Commissioner and Chief Constable with a copy of all Information in its possession, or power in the form that the Commissioner or Chief Constable requires within five (5) Working Days (or such other period as the Commissioner or Chief Constable may specify) of the Commissioner's or Chief Constable's request; and

50.2.3 provide all necessary assistance as reasonably requested by the Commissioner or Chief Constable to enable the Commissioner or Chief Constable to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

50.3 The Commissioner or Chief Constable shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the code of practice on government information, FOIA or the Environmental Information Regulations.

50.4 In no event shall the IIP respond directly to a Request for Information unless expressly authorised to do so by the Commissioner or Chief Constable.

50.5 The IIP acknowledges that (notwithstanding the provisions of this Clause 50) the Commissioner or Chief Constable may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the IIP or the Services:

50.5.1 in certain circumstances without consulting the IIP; or

50.5.2 following consultation with the IIP and having taken its views into account

provided always that where 50.5.1 applies the Commissioner or Chief Constable shall take reasonable steps, where appropriate, to give the IIP advanced notice, or failing that, to draw the disclosure to the IIP's attention after any such disclosure.

- 50.6 The IIP shall ensure that all Information is retained and shall permit the Commissioner or Chief Constable to inspect such records as requested from time to time.
- 50.7 The IIP acknowledges that the Commercially Sensitive Information listed in Schedule 12 (Commercially Sensitive Information) is of indicative value only and that the Commissioner may be obliged to disclose it in accordance with Clause 50.5.

51. PREVENTION OF FRAUD AND PREVENTION OF CORRUPTION

- 51.1 The IIP shall not:
- 51.1.1 offer or agree to give any person working for or engaged by the Commissioner or the Chief Constable any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the IIP and the Commissioner or the Chief Constable, including its award to the IIP and any of the rights and obligations contained within it; nor
- 51.1.2 enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Commissioner or the Chief Constable by or for the IIP, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Commissioner or the Chief Constable before execution of this Agreement.
- 51.2 If the IIP (including any IIP Personnel, in all cases whether or not acting with the IIP's knowledge) breaches:
- 51.2.1 Clause 51.1; or
- 51.2.2 the Prevention of Corruption Acts 1889 - 1916 in relation to this Agreement or any other contract with the Commissioner

the Commissioner may terminate this Agreement by written notice with immediate effect.

- 51.3 Any termination under Clause 51.2 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the Commissioner.
- 51.4 Notwithstanding Clause 69, any Dispute relating to:
- 51.4.1 the interpretation of Clauses 51.1 to 51.3 inclusive; or
- 51.4.2 the amount or value of any gift, consideration or commission
- shall be determined by the Commissioner and the decision shall be final and conclusive.

52. OFFICIAL SECRETS ACT 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

- 52.1 The IIP undertakes to abide by, and ensure that its Personnel abide by, the provisions of:-
- 52.1.1 the Official Secrets Act 1911 to 1989; and
- 52.1.2 Section 182 of the Finance Act 1989.
- 52.2 In the event that the IIP and its Personnel fail to comply with this Clause, the Commissioner reserves the right to terminate this Agreement by giving notice in writing to the IIP.

53. **HEALTH AND SAFETY**

- 53.1 The IIP acknowledges that it has been supplied with a copy of the Commissioner's and Chief Constable's policy regarding health and safety. The IIP agrees to comply with these rules, and any additional rules made known to the IIP from time to time by the Commissioner and/or Chief Constable together with all applicable statutory rules and regulations regarding these matters. The Commissioner will be responsible for procuring that its employees and agents also comply with these rules and regulations.
- 53.2 Either party shall notify the other as soon as practicable of any health and safety hazards at the WMP Premises of which it becomes aware. The IIP will draw these hazards to the attention of the IIP Personnel and will instruct those persons in connection with any necessary associated safety measures.
- 53.3 The IIP shall at all times comply with the requirements of the Health and Safety at Work Act etc1974 and of any other Acts Regulations or Orders or rules of law pertaining to the health and safety.
- 53.4 The IIP shall provide its general statement of safety policy (having regard to the Commissioner's general statement of safety policy under Clause 53.1 above), which shall be supplied to the Commissioner Representative within seven days of the Effective Date. The IIP shall forthwith nominate a person to be responsible for health and safety matters. Whilst on premises owned or occupied by the Commissioner and/or Chief Constable, the IIP shall ensure that its employees comply with the Commissioner's general statement of safety policy and with the lawful requirements of the Commissioner's and/or the Chief Constable's safety officer.

54. **DISRUPTION**

- 54.1 The IIP shall take reasonable care to ensure that in the performance of its obligations under this Agreement it does not disrupt the operations of the Commissioner, the Chief Constable or their Personnel or any Other Third Party employed by the Commissioner or Chief Constable.
- 54.2 The IIP shall immediately inform the Commissioner of any actual or potential industrial action in relation to the IIP Personnel which affects or might affect its ability at any time to perform its obligations under this Agreement.
- 54.3 In the event of industrial action by the IIP's Personnel the IIP shall seek the Commissioner's prior written consent to its proposals to perform its obligations under this Agreement.
- 54.4 If the IIP's proposals referred to in Clause 54.3 are considered insufficient or unacceptable by the Commissioner acting reasonably, then this Agreement may be terminated with immediate effect by the Commissioner by notice in writing.

55. **EQUALITY AND DIVERSITY**

The IIP shall, and shall procure that the IIP Personnel, comply with any applicable anti-discrimination legislation and with the Commissioner's and/or Chief Constable's equality and diversity policy as may be amended from time to time, copies of which will be provided by the Commissioner to the IIP at the IIP's written request.

56. **NOTICES**

- 56.1 For the purposes of this Clause 56, the address of each party shall be as stated in this Agreement. Except as otherwise expressly provided within this Agreement, no notice or other communication from one party to the other shall have any validity under this Agreement unless made in writing by or on behalf of the party concerned.
- 56.2 Any notice or other communication which is to be given by one party to the other must (in order to be valid under this Agreement) be hand delivered or sent by first-class post or facsimile. Provided

the relevant communication is not returned as undelivered such notice shall be deemed to have been received at the following times:

- 56.2.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;
- 56.2.2 if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or
- 56.2.3 if sent by facsimile, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.

56.3 Either party may change its address for service by serving a notice in accordance with this Clause.

57. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations between the parties and all representations and undertakings made by one party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

58. VARIATION

58.1 Subject to any Change agreed under and in accordance with the Change Control Procedure, this Agreement may not be varied except by an agreement in writing expressed to vary this Agreement signed by duly authorised representatives of the parties.

59. PUBLICITY AND BRANDING

59.1 The IIP shall not:

- 59.1.1 make any press announcements or publicise this Agreement or its contents in any way;
or
- 59.1.2 use the name or brand of the Commissioner and/or the Chief Constable in any promotion or marketing or announcement of orders;

without the prior written consent of the Commissioner and Chief Constable (where applicable), which shall not be unreasonably withheld or delayed.

59.2 Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the Services, the IIP System and the WMP System) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

59.3 During the Term, the parties will agree any branding and/or publicity relating to materials produced as a result of the provision of the Services and the IIP shall comply with all reasonable requirements of the Commissioner and/or Chief Constable in this regard.

59.4 For the avoidance of doubt, the IIP shall not be permitted to use its name or brand in any manner which is associated with the Services (for example, in relation to buildings, uniforms or services carried out from time to time) without the prior written consent of the Commissioner.

60. REMEDIES CUMULATIVE

Except as otherwise expressly provided by this Agreement, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not exclude the exercise of any other remedy.

61. NON-SOLICITATION

- 61.1 Except in respect of any transfer of staff pursuant to Schedule 17 (TUPE), the IIP shall not (except with the prior written consent of the Commissioner) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the Commissioner and/or Chief Constable any person employed or engaged by the Commissioner and/or the Chief Constable in the receipt of the Services at any time during the Term or for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 61.2 If the IIP commits any breach of Clause 61.1, it shall, on demand, pay to the Commissioner a sum equal to one year's basic salary or the annual fee that was payable by the Commissioner or Chief Constable (as applicable) to that employee, worker or independent contractor plus the recruitment costs incurred by Commissioner and/or the Chief Constable in replacing such person.

62. FURTHER ASSURANCES

Each party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

63. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 63.1 Save where otherwise expressly set out in this Agreement, a person who is not a party to this Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both parties. This Clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third parties) Act 1999.
- 63.2 The Chief Constable may enforce the terms of this Agreement subject to and in accordance with the provisions of this Agreement and the Contracts (Rights of Third Parties) Act 1999.
- 63.3 Notwithstanding Clause 63.2, it is expressly agreed that the parties may by agreement rescind or vary this Agreement or any term of this Agreement without the consent of any person who has the right to enforce this Agreement or the term in question, notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

64. WAIVER

- 64.1 The failure of either party to insist upon strict performance of any provision of this Agreement or the failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.
- 64.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause 56.
- 64.3 A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

65. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

66. **COSTS**

Save as otherwise provided in this Agreement, each party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement and all documents ancillary to it.

67. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

68. **SEVERABILITY**

68.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

68.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

69. **DISPUTE RESOLUTION**

69.1 The parties shall attempt in good faith to negotiate a settlement to any Dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either party notifying the other of the Dispute, such efforts shall involve the escalation of the Dispute to:-

69.1.1 in the first instance:

- (a) for the IIP the IIP Portfolio Lead
- (b) for the Commissioner the WMP Head of Change or, in respect of any Component Project the Tier 1 Escalation Representative nominated in the relevant Work Order;

69.1.2 if such personnel are not able to resolve the Dispute within 10 Working Days of its referral, to:-

- (a) for the IIP the IIP Relationship Director (as defined in the Resource Plan). The IIP Relationship Director may refer such Dispute to the IIP UK & Ireland Health and Public Service Managing Director (at the Services Commencement Date this is Mark Lyons) dependent on the type and nature of the Dispute and shall notify the Commissioner of such referral. For the avoidance of doubt any timescales for response and/or resolution of the Dispute shall not be affected by such referral; and
- (b) for the Commissioner to:-
 - (i) the Chief Executive of the Office of the Police and Crime Commissioner to the extent such Dispute relates to the broader responsibilities of the Commissioner; or
 - (ii) the Deputy Chief Constable or such other Chief Officer as identified by the Chief Constable from time to time in all other cases.

69.2 Nothing in this Dispute Resolution Procedure shall prevent the parties from seeking from any court of the competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

- 69.3 If the Dispute cannot be resolved by the parties pursuant to Clause 69.1 the Dispute shall be referred to mediation pursuant to the procedure set out in Clause 69.5 unless the parties agree that the Dispute is not suitable for resolution by mediation.
- 69.4 The obligations of the parties under this Agreement shall not cease, or be suspended or delayed by the reference of a Dispute to mediation (or arbitration) and the IIP and the IIP's Personnel shall comply fully with the requirements of this Agreement at all times.
- 69.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 69.5.1 a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
- 69.5.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure;
- 69.5.3 unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- 69.5.4 if the parties reach agreement on the resolution of the Dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives;
- 69.5.5 failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties; and
- 69.5.6 if the parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any Dispute or difference between them may be referred to the courts unless the Dispute is referred to arbitration pursuant to the procedures set out in Clause 69.6.
- 69.6 Subject to Clause 69.2, the parties shall not institute court proceedings until the procedures set out in Clauses 69.1, 69.3 and 69.5 have been completed save that:-
- 69.6.1 the Commissioner may at any time before court proceedings are commenced, serve a notice on the IIP requiring the Dispute to be referred to and resolved by arbitration in accordance with Clause 69.7;
- 69.6.2 if the IIP intends to commence court proceedings, it shall serve written notice on the Commissioner of its intentions and the Commissioner shall have twenty-one (21) days following receipt of such notice to serve a reply on the IIP requiring the Dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 69.7; and
- 69.6.3 the IIP may request by notice in writing to the Commissioner that any Dispute be referred and resolved by arbitration in accordance with the provisions of Clause 69.7, to which the Commissioner may consent as it sees fit.

- 69.7 In the event that any arbitration proceedings are commenced pursuant to Clause 69.6:-
- 69.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 69.7.2 the Commissioner shall give a written notice of arbitration to the IIP (the "Arbitration Notice") stating:
 - (a) that the Dispute is referred to arbitration; and
 - (b) providing details of the issues to be resolved;
 - 69.7.3 the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the Dispute was referred to arbitration in accordance with Clause 69.7.2 shall be applied and are deemed to be incorporated by reference to this Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
 - 69.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the parties;
 - 69.7.5 if the parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Commissioner under Clause 69.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 69.7.6 the arbitration proceedings shall take place in London and in the English language; and
 - 69.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.

70. **GOVERNING LAW**

Subject to the provisions of Clause 69, the Commissioner and the IIP accept the exclusive jurisdiction of the English courts and agree that this Agreement and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

IN WITNESS of which this Agreement has been duly executed by the parties.

SIGNED for and on behalf of THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

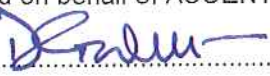
Signature.....

Name:.....YVONNE MOSCAUTO.....

Position:.....ACONS PCC.....

Date.....21/7/14.....

SIGNED for and on behalf of ACCENTURE (UK) LIMITED

Signature.....

Name.....DAVID WEST.....

Position.....MANAGING DIRECTOR.....

Date.....21/07/2014.....

SCHEDULE 1

DEFINITIONS

Unless the context otherwise requires the following expressions shall have the meanings set out below.

- "Acceptance"** means acceptance by the Commissioner of a Deliverable in accordance with this Agreement and any relevant Work Order. "Accept" and "Accepted" shall be construed accordingly
- "Acceptance Criteria"** means the criteria for Acceptance of a Deliverable as documented in this Agreement (as set out in Appendix 3 to Schedule 3) or pursuant to the applicable Work Order, such criteria to be based upon and designed to demonstrate compliance with the Commissioner Requirements applicable to that Deliverable
- "Affiliate"** means each party's subsidiary undertakings and parent undertakings and any other subsidiary undertaking of such parent undertakings from time to time and "subsidiary undertaking" and "parent undertaking" shall have the meanings given to them by Sections 1161 and 1162 of the Companies Act 2006
- "Affordable"** means affordable within the constraints of the Affordability Envelope
- "Affordability Envelope"** shall have the meaning set out in Schedule 6
- "Agreement Year"** means a period of 12 months (or shorter period in the period immediately prior to the end of the Term) commencing on the Services Commencement Date or on an anniversary of the Services Commencement Date
- "Agreement"** means the Clauses of this Agreement together with the Schedules and annexes to it and any documents referred to in it and any Work Order agreed by the parties in accordance with the Work Order Procedure
- "Approval"** means the written consent of the Commissioner and **"Approves"** and **"Approved"** shall be construed accordingly
- "As-Is Operating Model"** means the as-is operating model to be documented by the IIP as part of the Services set out in Part A of Schedule 3 (including the As-Is Operating Model Deliverable)
- "Background IPRs"** means any and all IPRs that are owned by or licensed to the IIP, the Commissioner or the Chief Constable and which are or have been developed independently of this Agreement (whether prior to the Effective Date or otherwise) and any derivatives, modifications, enhancements or improvements of the same that are created during the Term of this Agreement
- "Best Endeavours"** means, in relation to any person, doing all that can reasonably be done in the circumstances by reference to

Good Industry Practice and the nature and cost of such action having regard to all relevant circumstances. For the avoidance of doubt this includes without limitation taking into account the likely success of such action and the effect of such action, providing at its own cost the resources reasonably necessary to complete the relevant task provided that it shall not require the person to use any personnel in addition to those personnel who are already being used to provide Services under this Agreement or any Work Order or require expenditure to be incurred in fulfilling the relevant obligation of more than an amount which is reasonable and proportionate in the circumstances at the relevant time and shall not requiring the taking of any action which will or may result in a financial or other commercial disadvantage to such person.

Whether a person has used best endeavours shall be determined by reference to the facts and circumstances at the time of performance rather than at the date of signature of this Agreement

"Business Continuity and Disaster Recovery Plan"	shall have the meaning set out in Clause 48.1
"Change Authorisation Note"	shall have the meaning as set out in the Change Control Procedure
"Change Control Procedure"	means the change control procedure as set out in Schedule 10
"Change"	shall have the meaning as set out in the Change Control Procedure
"Charges"	means the charges for the provision of the Services calculated in accordance with Schedule 6
"Chief Constable"	means the Chief Constable for West Midlands Police constituted as a corporation sole under the Police reform and Social Responsibility Act 2013
"Commercially Sensitive Information"	means the information listed in Schedule 12
"Commissioner Representative"	shall have the meaning as set out in Clause 29.1
"Commissioner Requirements"	means the requirements of the Commissioner in relation to the Services as set out in Schedule 2
"Commissioning Criteria"	shall have the meaning set out in paragraph 4.1 of Part C of Schedule 3
"Commissioning Process"	means the commissioning services as set out in Part C of Schedule 3

"Component Project"	means a component project of work identified in the Programme of Work required to implement the TOM
"Confidential Information"	means the WMP Confidential Information and/or the IIP's Confidential Information
"Contract Management and Integration Services"	means the contract management and integration services as set out in Part D of Schedule 3 and shall include such services as set out in Appendix 1 and Appendix 2 of Schedule 3 and Appendix 2 of Schedule 7 unless and to the extent that any services set out in such Appendices relate solely to the TOM or Programme of Work Services only
"Correction Plan"	means a corrective action plan issued by the IIP setting out the IIP's proposals for carrying out the actions necessary to rectify any Service Failure and/or to prevent the Service Failure from taking place or recurring and a timetable for within which such actions shall be taken
"Critical Milestone Date"	means any Milestone Date which is stated to be a Critical Milestone Date within the Services Description or any Work Order
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	means the Data Protection Act 1998, all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and including the Association of Chief Police Officers Code of Practice for Data Protection, Her Majesty's Government Manual for Protective Security and the Statutory Code of Practice for the Management of Police Information
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998
"Database"	means any electronic scheme of arrangement of the WMP Data held or managed by the Commissioner and/or Chief Constable or any such electronic scheme or arrangement of WMP Data developed and supplied by the IIP to the Commissioner in accordance with the terms of this Agreement which shall include any improvement, amendment or updates to the electronic scheme or arrangement of data supplied by the Commissioner and/or Chief Constable to the IIP at any time during the Term and all rights in or to such database(s)
"Default"	means any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party or their Personnel in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other pursuant to this Agreement

(including, without limitation, any Service Failure)

"Deliverable(s)"	means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the IIP at a Milestone Date or at any other stage during in the performance of this Agreement. Where named Deliverables are referred to in this Agreement it shall be a reference to the Deliverable set out in Appendix 3 of Schedule 3 with the same name
"Dependencies"	means the dependencies agreed by the parties at the Effective Date as set out in Schedule 5 and such other dependencies as may be agreed by the parties during the Term in accordance with the provisions of Clause 12 and "Dependency" shall be construed accordingly
"Deposited Software"	shall have the meaning set out in Clause 42.1
"Design Authority"	shall have the meaning set out in Schedule 7
"Detailed Business Case"	means a detailed business case in respect of a Component Project submitted by the IIP in accordance with the Commissioning Process
"Dispute Resolution Procedure"	means the Dispute resolution procedure set out in Clause 69
"Dispute"	means any dispute, difference or question of interpretation arising between the parties
"Effective Date"	means the date on which this Agreement is signed by both parties
"Environmental Regulations"	Information means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations
"Exit Plan"	means the exit plan set out in Schedule 11 (as may be amended from time to time)
"Extension Period"	shall have the meaning as set out in Clause 3.2
"Financial Year"	means each period from 1 April to 31 March
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
"Force Majeure Event"	means the following events or occurrences to the extent they are outside the reasonable control of the party concerned and are not attributable to any act or failure to take preventative action by that party:- (a) fire; flood; violent storm; explosion; malicious damage;

- (b) war; civil war; armed conflict; acts of terrorism;
- (c) nuclear and radioactive explosion (including from any nuclear installation or nuclear weapon); chemical or biological contamination (unless the source or the cause of the contamination is the result of the actions of or breach by the IIP or its Sub-Contractor)

but excluding:-

- (i) any industrial action occurring within the IIP's or any Sub-Contractor's organisation; or
- (ii) failure by any Sub-Contractor to perform its obligations under any sub-contract

"Fraud" means any offence under the Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

"Guarantee" means the guarantee set out in Schedule 16

"Guarantor" means Accenture PLC organised and existing under the laws of Ireland with a registered office at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland

"IIP Confidential Information" means in respect of the IIP, any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the IIP, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential

"IIP Equipment" means:-

- (a) the hardware, computer and telecoms devices and equipment supplied by the IIP or its Sub-Contractors (but not hired, leased or loaned from WMP) for the provision of the Services; and
- (b) any other equipment issued or made available to the IIP by WMP in connection with this Agreement.

"IIP Portfolio Lead" shall have the meaning set out in Schedule 7

"IIP Representative"	shall have the meaning as set out in Clause 29.1
"IIP Software"	means software which is proprietary to the IIP, including software which is or will be used by the IIP for the purposes of providing the Services including any such Software identified in a Work Order
"IIP System"	means the information and communications technology system to be used by the IIP in performing the Services, including the Software and the IIP's Equipment
"IIP's Tender"	means the tender submitted by the IIP as set out in Schedule 4
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000
"Initial Term"	means the period from the Effective Date until the expiry of the fifth (5th) anniversary of the Services Commencement Date
"Innovation Principles"	means the innovation principles set out in Part B of Schedule 15
"Intellectual Property Rights" or "IPRs"	<p>means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise including, without limitation:-</p> <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, design rights, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction
"IPR Claim"	means any breach of Clause 41.1 or any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided by the IIP (or to which the IIP has provided access) to the Commissioner in the fulfilment of its obligations
"Key Personnel" or "Key Person"	means the key personnel of the IIP as set out in Schedule 13 or as updated in accordance with Clause 27 from time to time
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section

2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which, in respect of the IIP, the IIP is bound to comply

"Linked Component Projects"	means two or more Component Projects that are either inter-dependent or part of a programme of work made up of a number of Component Projects and have, therefore, been agreed as linked Component Projects through the Commissioning Process
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
"Material Default"	means any material breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term)
"Merlin Standard"	means the standard of behaviour to be adhered to by the IIP in its relationship with its Sub-Contractors (further details of which are available at www.dwp.gov.uk)
"Milestone Date"	means the date set against the relevant Milestone by which the Milestone shall be completed
"Milestone(s)"	means an event or task described in the Services Description or any Work Order which, if applicable, shall be completed by the relevant Milestone Date
"Mobilisation Period"	means the period set out in the Mobilisation Plan
"Mobilisation Plan"	means the mobilisation plan set out in the Services Description
"Month"	means each calendar month during the Term following the Services Commencement Date (such that Month 1 would be the calendar month immediately following the Services Commencement Date and so on) unless otherwise specifically stated
"OCB" or "Organisation Change Board"	shall have the meaning as set out in Schedule 7
"Other Third Party"	means either:- (a) any contractor of the Commissioner and/or Chief Constable (other than the IIP or any of its Sub-Contractors) providing services related to the Services; (b) any other government agency or department (or sub-contractor or contractors to them) on which the IIP is reliant in order to be able to provide all

or part of the Services; or

- (c) any partner organisation to WMP to which the Services are relevant.

"Outline Business Case"	means an outline business case for a Component Project submitted in accordance with the Commissioning Process
"Partial Termination"	means termination of one or more parts of the Services to be provided under this Agreement each part being the following:- <ul style="list-style-type: none">• Schedule 3 – Part A - TOM• Schedule 3 – Part B – Programme of Work;• Schedule 3 – Part C – Commissioning Process; and/or• Schedule 3 – Part D – Contract Management and Integration Services or (in respect of Contract Management and Integration Services only) any part thereof
"Partnership Principles"	means the partnership principles as set out in Part A of Schedule 15
"Performance Outcomes"	means the performance outcomes as set out in Appendix 1 of Schedule 6
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998
"Personnel"	means all employees, agents, consultants and sub-contractors (including in the case of the IIP, Sub-Contractors) of either party or of any sub-contractor of such party
"Police Laws"	means any:- <ul style="list-style-type: none">(a) regulation, by-law, ordinance or subordinate legislation in force from time to time;(b) any binding court order, judgment or decree (save to the extent that the same relate to any primary legislation);(c) any applicable codes of conduct, policies or standards or Home Office circulars; and(d) all other non-statutory rules, guidance, regulations, instruments and provisions in force from time to time including the rules, codes of conduct, codes of practice, practice requirements and guidance

in each case which and to the extent that such are specific to the Commissioner and/or Chief Constable and which relate to the provision of policing services and/or regulate the Commissioner or Chief Constable as corporations sole. For the avoidance of doubt, this definition shall not include any primary statutory legislation

"Police Primary Legislation"

means any primary statutory legislation to the extent that such legislation is specific to the Commissioner and/or Chief Constable and which relates to the provision of policing services and legislation which relates to the Commissioner and/or Chief Constable as corporations sole

"Policies and Procedures"

means the policies and procedures of the Commissioner or Chief Constable as notified by the Commissioner to the IIP from time to time including, without limitation, those set out in Schedule 14 and any updates thereto

"Portfolio Team"

shall have the meaning set out in Schedule 7

"Process"

shall have the meaning given to it under the Data Protection Legislation and, for the purposes of this Agreement, it shall include both manual and automatic processing, and the term "Processing" shall be interpreted accordingly

"Programme of Work"

means the programme of work to be developed by the IIP as part of the Services setting out the Component Projects required to implement the TOM and including pipeline projects

"Programme Plan"

means the programme plan to be developed by the IIP in accordance with paragraph 2.4 of Part D of Schedule 3

"Project Specific IPRs"

means IPRs in items created by the IIP (or by a third party on behalf of the IIP) specifically for the purposes of this Agreement, including in the Specially Written Software

"Portfolio Team"

means the Portfolio Team as set out in Schedule 7

"Quality Standards"

means the quality standards published by the British Standards Institute, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the IIP would reasonably and ordinarily be expected to comply with

"Regulatory Bodies"

means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the IIP, the Commissioner and/or the Chief Constable and "Regulatory Body" shall be construed accordingly

"Relevant Conviction"

means a conviction that is relevant to the nature of the Services or as listed by the Commissioner and/or relevant

to the work of the Commissioner and shall exclude any Spent Conviction as that term is defined in the Rehabilitation of Offenders Act 1974, save to the extent that the Rehabilitation of Offenders Act (exception order) 1975 applies

"Relief Event"	means any failure by the Commissioner to carry out (or procure the Chief Constable carries out) any Dependency identified in Schedule 5 or identified agreed and logged in accordance with Clause 12 of this Agreement (not resulting solely from an IIP Default)
"Replacement Contractor"	means any third party contractor(s) (or such contractor's subcontractors) appointed by the Commissioner or Chief Constable to supply any services which are substantially similar to or the same as any of the Services, and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of this Agreement
"Replacement Services"	means any services provided by the Replacement Contractor
"Request for Information"	shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply)
"Required Action"	shall have the meaning as set out in Clause 25.7.1
"Resource Plan"	means the IIP's resource plan as at the Effective Date as set out in Appendix 5 to Schedule 3
"Scheme of Governance"	shall have the meaning set out in Schedule 7
"Security Plan"	means the security management plan developed by the IIP in accordance with Schedule 9
"Security Policy"	means the information security policy as set out in Part A of Schedule 9
"Service Credits"	shall have the meaning set out in Schedule 6
"Service Failure"	means if at any time the IIP is in Default such that any element of the Services has become materially unfit for purpose such that the IIP cannot deliver a material part of that Service or if the IIP fails to achieve any Service Level
"Service Levels"	means the service levels set out in Schedule 6
"Services Commencement Date"	means 4 August 2014
"Services Description"	means the description of the Services as set out in Schedule 3
"Services"	means any and all of the services to be provided by the IIP under this Agreement and/or any Work Order
"Software"	means Specially Written Software, IIP Software and Third Party Software

"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such computer programs
"Specially Written Software"	means any software created by the IIP (or by a third party on behalf of the IIP) specifically for the purposes of this Agreement
"SRO"	has the meaning set out in Schedule 7
"Step-in Notice"	shall have the meaning as set out in Clause 25.6
"Step-Out Date"	shall have the meaning as set out in Clause 25.10.2
"Step-Out Notice"	shall have the meaning as set out in Clause 25.10
"Step-Out Plan"	shall have the meaning as set out in Clause 25.11
"Strategic Policing and Crime Board"	means the strategic and policing crime board for West Midlands police
"Sub-Contractor"	means any third party with whom the IIP enters into a sub-contract or its servants or agents and any third party with whom that third party enters into a sub-contract or its servants or agents
"Template Work Order"	means the template work order as set out in Appendix 6 of Schedule 3
"Term"	shall have the meaning set out in Clause 3.1
"Terminate"	means termination of this Agreement in whole
"Termination Compensation"	means the sums calculated in accordance with Clause 19 and/or any relevant Work Order in order to compensate the IIP for Termination and/or Partial Termination if the Commissioner wishes to terminate this Agreement for convenience pursuant to Clause 19.1.4 before the expiry of the Initial Term
"Termination Compensation Cap"	means the cap on any Termination Compensation payable as set out in Schedule 6 and/or in the relevant Work Order
"Third Party Software"	means software which is proprietary to any third party which is or will be used by the IIP for the purposes of providing the Services
"Tier 1 Escalation Representative"	means the tier 1 escalation representative for the relevant Component Project as set out in the Work Order
"To-Be Operating Model"	means the to-be operating model to be developed by the IIP as part of the Services set out in Part A of Schedule 3 (including the To-Be Operating Model Deliverable)
"TOM"	means the To-Be Operating Model

"Use"	means with respect to each of the following IPRs and, in each case, in connection with the Services:
	(a) the right to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) the Third Party Software and the IIP's Background IPRs;
	(b) the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, reverse compile, decode, translate and otherwise utilise the IIP's Software and the Specially Written Software; and
	(c) the right to copy, adapt, publish, distribute and otherwise use the Documentation and any Project-Specific IPRs including the Specially Written Software
"Vetting Requirements"	means the relevant vetting requirements as set out in the Force Vetting Policy set out in Schedule 14 to this Agreement
"Warning Notice"	shall have the meaning set out in Clause 7.9
"WMOPC"	means the West Midlands Office for Police and Crime
"WMP"	means the Chief Constable and the Commissioner
"WMP Confidential Information"	means in respect of WMP, all WMP Data, Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Commissioner and/or the Chief Constable, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential
"WMP Data"	means:-
	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
	(i) supplied to the IIP by or on behalf of the Commissioner or the Chief Constable; or
	(ii) which the IIP is required to generate, process, store or transmit pursuant to this Agreement; or
	(b) any Personal Data for which the Commissioner or the Chief Constable is the Data Controller
"WMP Equipment"	means any equipment of the Commissioner and/or Chief Constable (if any) which the Commissioner or Chief

	Constable may (in its discretion) provide to the IIP to use solely in the performance of the Services under and in accordance with this Agreement
"WMP Head of Change"	shall have the meaning set out in Schedule 7
"WMP Head of ICT"	shall have the meaning set out in Schedule 7
"WMP Head of Procurement"	shall have the meaning set out in Schedule 7
"WMP Premises"	means any premises of the Commissioner and/or Chief Constable which the IIP is permitted to access in accordance with this Agreement as the parties may agree from time to time in accordance with Clause 10.1
"WMP Software"	means software which is owned by or licensed to the Commissioner and/or Chief Constable, including software which is or will be used by the IIP for the purposes of providing the Services during the Mobilisation Period but excluding the IIP Software
"WMP System"	means the information and communications technology system of the Commissioner and/or Chief Constable including the WMP Software
"Work Order Procedure"	means the procedure for agreeing work orders set out in Clause 6
"Work Order"	means any work order entered into by the parties for the provision of services to implement a Component Project such Work Order to be agreed in accordance with the Work Order Procedure
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales

SCHEDULE 2

COMMISSIONER REQUIREMENTS

1. INTRODUCTION

- 1.1 This Schedule sets out the Commissioner Requirements for the appointment of an IIP.
- 1.2 This Schedule describes the needs of the Commissioner and sets out the detailed requirements underlying the procurement. It should be noted that the Commissioner Requirements do not seek to be prescriptive or to set out the precise manner in which the requirements of the Commissioner are to be met.
- 1.3 In addition to the information set out in this Schedule, the IIP should refer to further background on the procurement which is included in the memorandum of information (issued to the IIP at the PQQ stage) and to the documentation available within the Data Room (as defined in the ISFT) which will assist the IIP's understanding of the procurement and these requirements.
- 1.4 The Police Reform and Social Responsibility Act 2011 (the Act) has created a Police and Crime Commissioner (PCC) within each force area in England and Wales outside London. The 2011 Act gives PCCs responsibility for securing an efficient and effective police force and holding their Chief Constable to account for policing in their force.
- 1.5 Under the Act, the Chief Constable is accountable for the exercise of police powers, has direction and control over the force's officers and staff and retains operational independence.
- 1.6 The PCC will be the contracting authority for the IIP. The term 'Commissioner,' when referred to in this Schedule, should therefore be understood to be the contracting authority.
- 1.7 Within this Schedule defined terms shall, unless otherwise expressly stated, have the meaning set out in the Agreement. For reference, the Commissioner and the Chief Constable are each constituted as a corporation sole under the Police Reform and Social Responsibility Act 2013. References to Commissioner and Chief Constable in this Schedule are to the corporation sole. References to WMP include both the Commissioner and/or the Chief Constable and their employees or representatives (as appropriate). WMOPC refers to the West Midlands Office for Policing and Crime.
- 1.8 For ease of navigation, this Schedule is split into the following sections:-
- 1.8.1 Paragraph 2 - Scope of Services – setting out the Commissioner Requirements for Services for each of:-
- (a) Development of the TOM – paragraph 2.10;
 - (b) Developing a Programme of Work – paragraph 2.11;
 - (c) The Commissioning Process – paragraph 2.12;
 - (d) Contract Management and Integration Services – paragraph 2.13;
 - (e) Delivery of Component Projects – paragraph 2.14 and;
 - (f) ICT – paragraph 2.15.
- 1.8.2 Paragraph 3 – Aims and objectives of the transformation;
- 1.8.3 Paragraph 4 – Scope of the transformation;
- 1.8.4 Paragraph 5 – Partner organisations;

1.8.5 Paragraph 6 – General requirements of the IIP.

2. SCOPE OF SERVICES

- 2.1 The Commissioner seeks to appoint a partner who will be an embedded resource within WMP (and working alongside the WMOPC) to work with the force to design and implement an innovative business and ICT change programme to assist in the delivery of improved policing services for the West Midlands. The IIP will be required to:
- 2.1.1 develop a Target Operating Model (TOM);
 - 2.1.2 develop a Programme of Work to deliver the TOM;
 - 2.1.3 implement or oversee the implementation of the above Programme of Work;
 - 2.1.4 work through a Commissioning Process;
 - 2.1.5 provide end-to-end support to manage and integrate the Programme of Work (including the operation of all relevant solutions) during the Term of the Agreement; and
 - 2.1.6 do all other things reasonably required to ensure the successful implementation of the TOM and the effectiveness of the IIP.
- 2.2 The Commissioner is particularly interested in how the IIP will incorporate innovation into the design of the TOM and its implementation. The IIP should recognise that innovation can be achieved through a variety of approaches including those more commonly associated with other public services and the commercial sector. Innovation can emerge from policing models and best practice from around the globe. Innovation can also result in entirely new processes and systems to address unique features of the TOM.
- 2.3 WMP will establish a Commissioning Process that will review proposals for Component Projects developed by the IIP, supported by officers and staff from WMP as appropriate. The approach to commissioning is described in greater detail in paragraph 2.12 of this Schedule.
- 2.4 The Chief Constable and Commissioner have identified a number of key enablers that will shape the transformation of WMP:-
- 2.4.1 Customers and Citizens: We will provide those who directly access service (customers) and those who indirectly engage with policing (citizens) with wider choice, bespoke service delivery and greater consistency and reliability. A stronger organisational memory will enable us to create an extended relationship with our customers and citizens;
 - 2.4.2 Our People: Our smaller workforce will be driven by our core values and principles. There will be a continuing emphasis on empowerment, allied to the need for greater consistency of delivery and clearer accountability. Our people will have clearly defined roles and will be supported by better technology. The role of strong, visible and inspirational leadership will be even more important with leaders doing more directing and less checking;
 - 2.4.3 Information: Transforming our access, collection, management and use of information to operate integrated systems that are capable of managing the volume of information available from a range of sources. This includes better data analysis to assess the threat of risk and harm, determine local priorities and automate processes. Information transformation will support better decision making at all levels, stronger relationships and improved outcomes; and
 - 2.4.4 Resources: Improved technology will provide visibility for the totality of our resource. This visibility, allied to improved information, will generate significant opportunity for greater predictive and preventative policing and increased productivity.

- 2.5 The IIP will be required to understand and contribute to the successful implementation of these policies.
- 2.6 Working with the Chief Constable and the Commissioner, the IIP will develop and implement the change strategy, including the establishment of the TOM and all implementation plans. All aspects of the strategy, the TOM and implementation plans will be approved by the Chief Constable and/or Commissioner in accordance with paragraph 2.16 of this Schedule.
- 2.7 The IIP will work with the Commissioner and the Chief Constable to ensure the delivery of the implementation plan in accordance with the objectives set out in the 2014 Police and Crime Plan as varied from time to time.
- 2.8 The IIP will be required to ensure WMP is able to meet the following standards:
- 2.8.1 any legal obligation falling on the Chief Constable and/or Commissioner;
 - 2.8.2 the strategic policing requirement and the need for WMP to be nationally interoperable;
 - 2.8.3 Applied Professional Practices, Codes of Practice or mandates made by the College of Policing, Home Secretary or relevant inspection and/or regulatory body; and
 - 2.8.4 requirements set by national policing systems or services.
- 2.9 It should be noted that the scope of services outlined in this Schedule are considered the minimum requirement that the IIP will be expected to deliver as part of the Agreement.
- 2.10 Development of TOM**
- 2.10.1 The Commissioner requires the IIP to carry out an initial phase of work to develop a TOM for WMP. The IIP must develop the TOM in partnership with WMP. The TOM development process must include milestones for regular reviews to ensure the TOM is developed in line with the required WMP outcomes.
 - 2.10.2 The IIP shall report to OCB on the status of the TOM at regular intervals for approval and sign off of the next phase of work. The proposed version of the TOM shall be submitted to OCB for approval. Once approved by OCB it shall be submitted to the Chief Constable and the Commissioner for sign off.
 - 2.10.3 The requirement in respect of TOM development is for a complete design which aligns to the overall objectives of WMP, recognises the 'as-is' state of the current environment and on-going initiatives currently underway and is supported by a detailed set of design principles and resourcing plans.
 - 2.10.4 Critically, WMP is working in an ever evolving environment in terms of demand for services and funding available and, as such, the TOM and supporting programme delivery may need to be refreshed during the Term of the Agreement. Throughout the Term of the Agreement it is therefore expected that a regular performance diagnostic and validity check of the TOM will be required. The TOM should be designed with flexible parameters to ensure that any required future change can be delivered with minimal service and operational disruption to WMP.
 - 2.10.5 The IIP will have responsibility for keeping the TOM under constant review during the Term of the Agreement to ensure that it continues to reflect the prevailing social, economic and political climate and continues to meet the objectives set out above. Any such refresh will be in line with the Commissioner's planning and budget cycle. The IIP must work in partnership with WMP and WMOPC when discharging this responsibility.
 - 2.10.6 The Commissioner requires the IIP to design the TOM with particular reference to:
 - (a) methodology and tools to be applied;

- (b) resources required by the IIP and from WMP;
- (c) future vision and innovation for policing;
- (d) involvement of officers and staff;
- (e) proposed management structure for designing the TOM;
- (f) benchmarking of current operating model and appropriate objectives for the TOM; and
- (g) development of scenarios to illustrate the benefits (including wider benefits to the West Midlands area).

2.10.7 Innovation

- (a) The Commissioner requires the IIP to bring innovative thinking to the design of the TOM and to the solutions which result from it. The Commissioner will require a balance between delivering innovation and maintaining business as usual approaches to achieve optimum performance, value for money and service continuity. The Commissioner also requires the best balance between tried and tested market solutions and developing innovative approaches.
- (b) Innovation will require the IIP to embrace thinking and solutions from across the wider public and commercial sectors. It will also identify the best policing models and practice from across the globe. Where necessary, it will utilise these approaches to develop new solutions to meet the TOM requirements.

2.10.8 Timetable

- (a) The Commissioner requires the IIP to develop the TOM to an optimum delivery plan, balancing time, quality and cost. However, the ability to commence delivery quickly and demonstrate project benefits is considered essential. The Commissioner will require a specific timetable for completion of the TOM design phase. A timescale of no longer than 6 months is envisaged, but the preferred proposal will achieve the best balance of cost, quality and timeliness.
- (b) To achieve "early-wins" the Commissioner requires that the IIP, subject to approvals in line with the Agreement and/or Scheme of Governance, can move to implement some Component Projects prior to the draft TOM being finalised and agreed. Where appropriate the IIP should identify such opportunities and set out the benefits of each implementation through the Commissioning Process.

2.10.9 The TOM developed must take into account the whole WMP organisation (including the activities of WMOPC). As a minimum, it is anticipated the TOM will address all of the following elements:

- (a) **Stakeholders**
 - (i) Define customer and partner landscape;
 - (ii) Define customer and partner engagement / service principles; and
 - (iii) Channel strategy including mapping of customer groups to services and channels.

- (b) **Services**
 - (i) Define all services to be provided by WMP and WMOPC, boundaries with other organisations and detailed scope of responsibilities and interface points; and
 - (ii) Volumetric analysis of all service provision determining resource and infrastructure requirements.
- (c) **Service Delivery**
 - (i) Value chain analysis defining business capabilities;
 - (ii) Location and infrastructure;
 - (iii) Organisation structure (definition of roles and responsibilities, analysis of required skills etc.);
 - (iv) Process architecture (Mapping to be undertaken to Level 2 in respect of the As-Is position and to Level 4 in respect of the processes which are changed as a result of implementing the To-Be TOM);
 - (v) People;
 - (vi) Technology architecture (future IT landscape, data model etc. to support process architecture); and
 - (vii) Information requirements and flows.
- (d) **Service Management**
 - (i) Operational governance & leadership;
 - (ii) Corporate & business services;
 - (iii) Business planning;
 - (iv) Business control & compliance;
 - (v) Commercial management;
 - (vi) Customer management;
 - (vii) Performance management; and
 - (viii) Capability management.
- (e) **Cost Model**
 - (i) Affordability and value for money evaluation consistent with the agreed financial model as referenced in Schedule 6 of the Agreement.

2.11 Programme of Work

- 2.11.1 The Commissioner requires the IIP to identify the detailed change programme required to achieve the TOM.
- 2.11.2 The first phase of this will be to generate the proposed Programme of Work. The Programme of Work must include a plan and timetable for implementation of Component

Projects. It must identify a logical sequence for delivering the Component Projects and should explain the business rationale for the prioritisation. In all cases it will be important to demonstrate the affordability of the programme throughout the life of the Programme of Work and beyond.

2.11.3 The Programme of Work must:-

- (a) outline a strategy for delivery of the TOM and how this will meet the outcomes set out below in paragraph 3;
- (b) include the initial forecasts set out below including justifications and benchmarking proposals for the 2 and 5 year forecasts;
- (c) include resourcing levels and a business as usual plan in order to demonstrate the maintenance of ongoing service provision by WMP during the course of the implementation of the Programme of Work;
- (d) identify areas where the IIP feels there may be areas with potential Intellectual Property Rights to be developed and why; and
- (e) be in sufficient detail to enable it to be used to inform and engage all stakeholders on the benefits of the project.

2.11.4 The IIP is required to incorporate and align the existing WMP change programmes with the Programme of Work. For each element the IIP shall make a recommendation as part of the Programme of Work as to whether each element:-

- (a) remains to be delivered by the Commissioner and/or Chief Constable (as appropriate) on the same basis as prior to this Agreement;
- (b) is terminated and not replaced;
- (c) is terminated and replaced by a Component Project (which will be subject to approval through the Commissioning Process); or
- (d) is handled in an alternative manner and the IIP's proposals shall set out the recommendation and the benefits of this.

2.11.5 The Programme of Work must be affordable. It should offer choice to the Commissioner taking into account WMP's aims and objectives as set out in paragraph 3 below.

2.11.6 Within the Programme of Work, the IIP must identify any inter-dependencies between key stages and activities and/or Component Projects and plans for mitigation of these risks.

2.11.7 The Programme of Work must include an assurance that it is capable of end to end delivery which means that the Programme of Work will deliver the TOM and the outcomes the Commissioner is seeking to achieve while enabling the Commissioner and Chief Constable to plan and resource a long term programme of work and ensuring that at the end of the Term the programme is sustainable enabling the Services to effectively transition back to the Commissioner. In particular, the IIP must demonstrate that the Component Projects within the Programme of Work are individually and collectively securing the benefits sought through the TOM and their collective application is not creating increased costs or service delivery problems in other areas of the force's work or the work of partners.

2.11.8 The proposed version of the Programme of Work shall be submitted to OCB for approval. Once approved by OCB it shall be submitted to the Chief Constable and the Commissioner for sign off.

2.11.9 The IIP shall be responsible for delivery of the Programme of Work (paragraph 2.13 refers) and the achievement of the agreed outcomes and objectives in the Programme of Work (including, for the avoidance of doubt, existing WMP change programme).

2.11.10 Forecasting

- (a) The Programme of Work shall maintain 3 levels of forecasting in terms of activity going forward as follows:-
- (i) 5 years ahead – Strategic Programme Forecast - this forecast will provide a vision of how the programme will support the evolution of the WMP at a strategic level and deliver key changes to policing approach, support services, resourcing, systems etc. including how these changes are to be addressed in terms of anticipated project activity and an outline plan as to how these will be achieved.
 - (ii) 2 years ahead – this forecast will build on the 5 year vision and create a detailed plan of Component Projects to be undertaken by the programme to achieve the strategic objectives of WMP. The 2 year forecast will define specific Component Projects which will be considered with each having an Outline Business Case in place along with indicative timetable for completion. The resourcing required to develop each Component Project to a Detailed Business Case will be defined together with an overall resource impact and anticipated benefits statement.
 - (iii) Rolling 6 months ahead – Operational Programme Forecast - this forecast will be generated on a monthly basis assimilating details of individual Component Projects into a cohesive programme structure and ensuring effective allocation of resources and alignment of programme deliverables with the agreed objectives. This forecast will also take into account achievement of individual Component Projects and determine any changes to future project activity which results.

2.12 Commissioning Process

- 2.12.1 WMP will establish a commissioning process that will review Component Project proposals developed by the IIP. All Component Projects must go through the Commissioning Process prior to implementation.
- 2.12.2 The IIP will provide a full assessment on the future delivery options available for each Component Project (and/or series of Component Projects) together with a detailed recommendation on approaches to procurement, implementation and costs. It is anticipated that most (but not all) programmes will be delivered by the IIP. Where appropriate some programmes may continue to be delivered by the Chief Constable or a third party. The roles and obligations of parties for each project will be described in a business case submitted for approval through the Commissioning Process detailed below.
- 2.12.3 The Commissioning Process will include representatives of the Commissioner and the Chief Constable. Where required the Commissioning Process will also include specialist 3rd party advisors to enhance the assessment of Component Projects under consideration.
- 2.12.4 The Commissioning Process will support WMP to provide expert quality assurance on systems, technology, implementation, integration, contract management and commercial terms for each Component Project proposal.

- 2.12.5 For each of Component Projects the IIP shall prepare an Outline Business Case and submit this to OCB. Further guidance on the detail and content of the Outline Business Case is set out below at paragraph 2.12.13 below.
- 2.12.6 The Outline Business Case shall be submitted to OCB (or where required under the Scheme of Governance the Commissioner and/or Chief Constable) for approval. At the approval of any Outline Business Case the parties shall agree resource requirements for development of the Detailed Business Case.
- 2.12.7 For each Component Project where the Outline Business Case is approved, the IIP shall develop a Detailed Business Case. Further guidance on the detail and content of the Detailed Business Case is set out below at paragraph 2.12.14 below.
- 2.12.8 The Detailed Business Case shall be submitted to OCB (or where required under the Scheme of Governance the Commissioner and/or Chief Constable) for approval. In considering its approval, OCB, the Commissioner and/or the Chief Constable reserve the right to:-
- (a) require further information and/or diligence;
 - (b) conduct a third party a benchmarking exercise;
 - (c) seek independent assurance of the proposals with a third party (e.g. another public sector body and/or an external consultant) to ensure that they meet the Commissioner's objectives and offer value for money;
 - (d) procure the solution on the open market; and
 - (e) accept the Detailed Business Case but withhold approval to proceed.
- 2.12.9 If following the Commissioning Process a decision is made to procure the proposed project via the open market, the IIP may be required to support the design of the solution or identify relevant industry standards to aid integration.
- 2.12.10 Where appropriate the IIP should consider the use of framework agreements available to the Commissioner and/or the Chief Constable, as an option to directly deliver the project or sub contracted options.
- 2.12.11 Commissioning must provide flexibility to ensure that there is a fast track process for smaller, low risk projects so that the governance is proportionate to the size and risk of the project.
- 2.12.12 The Commissioner will establish commissioning criteria to guide the approval process for each Detailed Business Case. These may include but are not limited to, ensuring the Detailed Business Case:
- (a) supports the achievement of the outcomes expressed in paragraph 3 below;
 - (b) is affordable under the current spending review and against future trends;
 - (c) represents best value for money, based on full life cycle costs;
 - (d) demonstrates the ability of WMP to sustain the service, resource or system without the IIP;
 - (e) harnesses and utilises the knowledge and expertise of WMP workforce;
 - (f) creates opportunity for the Commissioner to achieve a return on the investment;
 - (g) brings wider benefits to the West Midlands;

- (h) meets the Commissioner Requirements;
- (i) contains all information required as set out in paragraph 2.12.14 below;
- (j) complies with any requirements identified at the approval of the Outline Business Case;
- (k) implementation of the Component Project would not breach any Laws; and/or
- (l) is delivered on time.

Outline Business Case generation

2.12.13 For each Component Project to be considered within the overall Programme of Work, the IIP will generate an Outline Business Case which will include, as a minimum, the following:

(a) **Executive Summary**

- (i) The issue
- (ii) Aims, objectives and business need
- (iii) The recommendation
- (iv) Purpose of the assessment phase
- (v) Forecast cost of assessment
- (vi) Estimate of the highest acceptable cost of solution
- (vii) Timing of Detailed Business Case approval

(b) **Background**

- (i) Alignment with strategy
- (ii) Current problems or capability gaps
- (iii) Drivers for change
- (iv) What is the business need?
- (v) Other business drivers (e.g. obsolescence)
- (vi) How will the proposed change provide benefit?
- (vii) Progress to date

(c) **Business Objectives / Requirements**

- (i) Summary of the business objectives
- (ii) Shortcomings of the existing activity
- (iii) High-level business benefits of developing the capability
- (iv) Key business risks

- (v) User requirements
- (vi) Confirmation of key stakeholder agreement and commitment

(d) **Assumptions and Dependencies**

- (i) Relationship to other initiatives
- (ii) Funding limitations
- (iii) Timing restrictions
- (iv) Whether the IIP considers that the Component Project is likely to result in any Intellectual Property Rights arising and if so, the IIP's proposals in relation to the protection and/or exploitation of such Intellectual Property Rights
- (v) Any resource required from the Commissioner and/of the Chief Constable to develop the Outline Business Case into a Detailed Business Case.

(e) **Description of Options**

- (i) Document the various options
- (ii) Evaluation of options against baseline (Include 'do nothing' and 'do minimum' options where applicable) including:
 - (1) Advantages
 - (2) Disadvantages
 - (3) Estimated Cost
 - (4) Anticipated Benefits
 - (5) Risks
 - (6) Assumptions
- (iii) Impact of the options including:
 - (1) Training requirements
 - (2) New working procedures
 - (3) Changes to infrastructure (inc IT)
- (iv) An outline of the appropriate procurement and contractual route to deliver the Component Project in accordance with paragraph 2.15 above.

(f) **Investment Appraisal**

- (i) VFM based on comparison of NPV of options and baseline
- (ii) Affordability based on WLC
- (iii) Affordability statement from finance

- (iv) Benefits (tangible and intangible)
- (v) Impact on staff numbers
- (vi) Source and derivation of savings
- (g) **Risk Assessment**
 - (i) Major risks and dependencies of the project options (probability and impact)
 - (ii) Risk ownership
 - (iii) Mitigation plans
 - (iv) Sensitivity analysis of risks and combinations of risks
- (h) **Conclusion**
 - (i) Main pros and cons of each option
 - (ii) Any recommendations or down selects with rationale for rejections
 - (iii) Brief description of the options to be taken forward
 - (iv) Total project costs/affordability
 - (v) Anticipated benefits

Detailed Business Case

2.12.14 For each Component Project to be considered within the overall Programme of Work, the IIP will generate an Detailed Business Case which will include, as a minimum, the following:

- (a) **Executive Summary**
 - (i) Summary of aims, objectives and business need referencing the Outline Business Case
 - (ii) The recommendation
 - (iii) The costs and benefits of implementing the preferred option
 - (iv) Timing of project delivery
- (b) **Background**
 - (i) Alignment with strategy
 - (ii) Current problems or capability gaps
 - (iii) Drivers for change
 - (iv) What is the business need?
 - (v) Other business drivers (eg obsolescence)
 - (vi) How will the proposed change provide benefit?

(c) **Business Objectives / Requirements**

For each of the following highlighting changes from Outline Business Case

- (i) Summary of the business objectives
- (ii) Shortcomings of the existing activity
- (iii) High-level business benefits of developing the capability
- (iv) Key business risks
- (v) Commissioner Requirements
- (vi) Confirmation of key stakeholder agreement and commitment

(d) **Assumptions and Dependencies**

- (i) Relationship to other initiatives
- (ii) Funding limitations
- (iii) Timing restrictions

(e) **Description of Options**

- (i) Document the options taken forward in the Outline Business Case
- (ii) Evaluation criteria utilised
- (iii) Evaluation of options including:
 - (1) Compliance with Commissioner Requirements
 - (2) Advantages
 - (3) Disadvantages
 - (4) Estimated cost including the full life cost and any relevant savings
 - (5) Anticipated benefits (financial and non-financial and a timetable for realising the benefits)
 - (6) Risks (including any potential impact on business as usual)
 - (7) Assumptions
 - (8) An explanation of how the option meets the Commissioning Criteria
 - (9) Timetable for implementation of project
 - (10) The effect (if any) on any employees of the Commissioner and/or Chief Constable, including any potential transfer of any such employees
 - (11) An equipment strategy and risk transfer assumptions

- (iv) Impact of the options including:
 - (1) Training requirements
 - (2) New working procedures
 - (3) Changes to infrastructure (inc IT)
 - (v) Summary of evaluation results
 - (vi) Statement of preferred option
 - (vii) An outline of the appropriate procurement and contractual route to deliver the Component Project in accordance with paragraph 2.14 above.
- (f) **Investment Appraisal**
- (i) VFM based on comparison of NPV of options and baseline
 - (ii) Affordability based on WLC
 - (iii) Affordability statement from finance
 - (iv) Benefits (tangible and intangible)
 - (v) Impact on staff numbers
 - (vi) Source and derivation of savings
- (g) **Risk Assessment**
- (i) Major risks and dependencies of the project options (probability and impact)
 - (ii) Risk ownership
 - (iii) Mitigation plans
 - (iv) Sensitivity analysis of risks and combinations or risks
- (h) **Conclusion**
- (i) Main pros and cons of each option
 - (ii) Recommendation for adoption with rationale
 - (iii) Total costs/affordability
 - (iv) Anticipated benefits.

2.13 Contract Management and Integration Services

- 2.13.1 The IIP shall holistically manage the end-to-end management of the Programme of Work including integration of Component Projects as defined in the agreed Programme of Work. It is anticipated delivery of this requirement will encompass a range of activities and these are summarised in outline below.

2.13.2 The Commissioner anticipates the IIP will provide consultancy, contract management and service management throughout the Term of the Agreement. This service element must ensure the realisation of the TOM and the implementation of a fully integrated set of business solutions. The IIP should determine the optimum approach to delivering this service element, maintaining flexibility to meet changing requirements during the Term.

2.13.3 Programme Planning / Resourcing

- (a) Based on the Programme of Work, the IIP shall generate a detailed implementation plan for agreement by WMP which addresses all aspects of delivery of the agreed Programme of Work including but not limited to:
 - (i) Overall summary of Component Project timelines and alignment;
 - (ii) Task ownership and cohesive resourcing profile;
 - (iii) Key dependencies between Component Projects and between the Programme of Work and external stakeholders;
 - (iv) Critical path for the achievement of Programme of Work; and
 - (v) Milestones and pass / fail criteria.
- (b) The IIP will maintain and update the detailed implementation plan on a routine basis and no less frequently than monthly to ensure adequate visibility of forecast resource requirements (labour and OMGS) for the programme.
- (c) The IIP will work with WMP to ensure all impacts of delivering the detailed implementation plan are identified particularly in respect of the ability of WMP to maintain performance standards and provide the required level of support to the Programme of Work.
- (d) The IIP will work with WMP to ensure that the detailed implementation plan takes into account the impact of the overall change programme on the Business Continuity and Disaster Recovery provisions of WMP and that any such impacts are minimised and contained within agreed risk parameters.
- (e) As part of the overall management of the programme, the IIP shall identify any departure from the detailed implementation plan and shall, where appropriate, develop in association with WMP and / or Component Project delivery organisations, plans to address any such variances. These plans will be shared with WMP and, once agreed, shall be managed by the IIP as part of the ongoing delivery of the detailed implementation plan.

2.13.4 Programme Reporting and MI

- (a) The IIP shall provide appropriate resource / capability and a toolset for monitoring and analysing programme progress and that of all Component Projects supporting achievement of the programme deliverables.
- (b) The IIP shall ensure the appropriate WMP staff have read-only access to all programme management information used to facilitate the delivery of the Programme of Work.
- (c) The IIP shall ensure that all programme related performance information is updated at least weekly.
- (d) The IIP shall supply WMP with a monthly summary report of progress which will include but not be limited to:

- (i) Summary of key progress over previous period
- (ii) Key actions for the forthcoming period
- (iii) Summary of future milestone dates
- (iv) Key risks and issues with mitigation actions
- (v) Activity exception summary with rectification actions
- (vi) Benefits realisation summary
- (vii) Year end outturn cost forecast

and shall generate ad-hoc reports as required by WMP from time to time.

- (e) In delivering the reporting requirements of the programme, the IIP will consolidate inputs from individual Component Projects as required.
- (f) In delivering the reporting requirements of the programme, the IIP will summarise the benefits realisation being achieved by both the overall programme and any individual Component Projects through application of an agreed post-implementation project review process. This element of the reporting requirement will relate back to the agreed benefits as stated in any Detailed Business Case or embedded in the delivery of the agreed Programme of Work as applicable and will detail both financial and non-financial benefits.

2.13.5 Programme Oversight and Direction

- (a) The IIP shall create and administer a forum whereby organisations responsible for delivery of Component Projects (which may include the IIP and / or WMP) are able to contribute to the cohesion of the IIP Programme, raise concerns and ensure resolution of issues which impact on the delivery of the overall programme Deliverables.
- (b) The IIP shall identify a named individual or individuals who are responsible for managing customer satisfaction and the business relationship with WMP.
- (c) The IIP shall create and maintain a stakeholder map which will identify particular issues and concerns of stakeholders to the programme.
- (d) The IIP shall create and maintain a stakeholder management plan which will identify any actions required to address stakeholder concerns and ensure on-going commitment to the programme. The IIP shall manage progression of all identified actions in this regard and shall include highlights from these in the programme reports generated.
- (e) In addition to the formal Dispute Resolution Procedure detailed in the Agreement, the IIP shall identify the escalation route within the IIP's organisation should WMP have any concerns over delivery of the overall Programme of Work and achievement of key Deliverables.
- (f) The IIP shall evidence how feedback / issues raised by relevant stakeholders has been followed up and addressed within the timescales agreed.
- (g) The IIP shall create and maintain a Continuous Improvement Plan specifically in respect of the on-going management of the IIP programme going forward and this will be used to inform both short term tactical improvements in programme deliver and the longer terms strategic approach reviewed as part of the Agreement reviews.

- (h) The IIP shall manage progression of all identified actions in respect of the Continuous Improvement Plan and shall include highlights from these in the programme reports generated.
- (i) The IIP shall ensure that all performance information, stakeholder feedback, agreed resolution actions etc. are correlated and used to inform the on-going refresh of the TOM and Programme of Work as applicable.

2.13.6 Programme Risk Management

- (a) The IIP will work with WMP to design and maintain an appropriate risk register for the delivery of the agreed Programme of Work which will include impact and probability assessment, mitigation actions and post mitigation evaluation of risk.
- (b) The IIP will facilitate routine risk reviews engaging all relevant stakeholders and will document updates to risk status on an on-going basis at least weekly.
- (c) The IIP will monitor the progress of risk mitigation actions and communicate these as part of the overall programme reporting activity outlined above.

2.13.7 Programme Communication

- (a) The IIP will create a communication strategy ("Communication Strategy") which addresses the overall vision of the programme and the specific objectives being progressed in the agreed Programme of Work. As a minimum, the Communication Strategy will include but not be limited to:
 - (i) Analysis of audiences
 - (ii) Project milestones
 - (iii) Communication Principles
 - (iv) Identification of Communication Channels available
 - (v) Alignment with WMP existing communication activities
 - (vi) Evaluation of alternative communication approaches
 - (vii) Recommendation and set of communication principles to be adopted
- (b) The IIP will agree the Communication Strategy with the Commissioner and/or Chief Constable (in accordance with the Scheme of Governance) and review this on at least a 6 monthly basis.
- (c) The IIP will monitor and evaluate the success of the Communication Strategy and will actively respond to communications and queries.
- (d) The IIP will create and agree a communication plan ("Communication Plan") based on the agreed Communication Strategy which addresses all communication requirements of delivering the Programme of Work. The Communication Plan will include but not be limited to:
 - (i) Key messages and key dates
 - (ii) Formal and informal messaging to be deployed
 - (iii) Audience segmentation (to address all stakeholder groups)

- (iv) Communication channels to be utilised
- (v) Communication objectives by phase
- (vi) Communication coordinator
- (vii) Communication approval process
- (viii) Budgetary requirements
- (ix) Feedback provision

2.13.8 Knowledge Transfer

- (a) In accordance with Clause 27 of the Agreement, the IIP will maintain a list of Key Personnel to ensure continuity of delivery throughout the Term of the Agreement.
- (b) The TOM and subsequent Programme of Work should take advantage of WMP resources and capability, where possible, to ensure effective use of existing skills and knowledge.
- (c) Skills and knowledge transfer is an important requirement for the change programme and specifically, the IIP will develop and implement a robust knowledge management plan that will address, as a minimum, development of an 'in – house' capability to:-
 - (i) Undertake TOM refresh on an 'as required' basis;
 - (ii) Effectively manage the integration and delivery of ICT systems and services;
 - (iii) Develop Outline Business Cases and Detailed Business Cases to the level of detail referenced above including post implementation reviews as required;
 - (iv) Undertake effective management of the on-going Programme of Work; and
 - (v) Undertake effective management of the on-going IIP programme.

2.14 Delivery of Component Projects

2.14.1 Each Component Project may be delivered in one of the following ways:

- (a) by the IIP itself;
- (b) by the IIP acting as prime contractor and appointing a sub-contractor;
- (c) by the IIP acting as managing agent for WMP in procurement, design, implementation, integration and management of third parties;
- (d) by the Commissioner and/or Chief Constable;
- (e) by the Commissioner and/or Chief Constable procuring or appointing a third party; or

- (f) by an alternative mutually agreed structure approved by the Organisational Change Board (OCB) (and by the Commissioner and/or Chief Constable where required under the Scheme of Governance).

2.14.2 In each case the IIP must recommend which delivery option shall be adopted for approval in accordance with the Commissioning Process. Where the IIP is not involved in delivering the project in question there will be agreement of the role (if any) of the IIP in overseeing the delivery of the project.

2.14.3 The appropriate implementation route will be decided on a case by case basis through the Commissioning Process, in line with the agreed Commissioning Criteria and in accordance with the Public Contracts Regulations 2006 (SI 2006/5) (as amended). In each case, the Commissioner requires that the IIP develops the solution specification, and then advises on the best delivery approach. Each element will be fully evaluated through the Commissioning Process and direct engagement of subcontractors is encouraged at this stage.

2.14.4 All commissioning arrangements will operate in accordance with WMOPC and WMP internal governance processes. They must ensure compliance with all legal requirements and must not place the Commissioner and/or Chief Constable in breach of public procurement regulations and/or any other relevant laws, regulations or guidance. Under no circumstances shall any commissioning arrangement undermine the delivery by WMOPC and WMP of their statutory duties.

2.15 ICT

2.15.1 The Commissioner seeks to enhance WMP's existing ICT capability. However, WMP currently has limited capability and capacity to undertake the modernisation of systems or technology, required to support an innovative in-house change programme.

2.15.2 The Commissioner therefore requires the IIP to give early attention to the development of improved ICT capability. The IIP will be required to prioritise this work in parallel with the design of the TOM. The IIP will propose development plans and advise on any posts required to augment the capacity of the ICT team to ensure the delivery of the TOM.

2.15.3 Scope of Services

The "ICT Solution" comprises the information, communication and technology services, capabilities and solutions that will be deployed to meet the WMP business requirements, including the maintenance of existing service levels, and enable the delivery of the TOM.

2.15.4 Principles

- (a) The following principles are to be adhered to in the delivery of the ICT solution to WMP as part of the Programme of Work. The ICT solution will:
 - (i) facilitate access to, and sharing of, timely, accurate and trusted information both within and external to the organisation;
 - (ii) enable the delivery of the TOM and the achievement of the associated benefits through the use of modern, fit for purpose and value for money technology;
 - (iii) be secure, robust, flexible and scalable. It shall be agile enough to provide additional or changed services to meet business demand or policy;
 - (iv) reuse and exploit existing WMP technology, where appropriate, in order to maximise investments in technology already made;

- (v) ensure that data is entered once and used many times in order to achieve a single version of the truth. Duplication of data and the processes implemented to capture and manage it will be minimised;
- (vi) be designed to use open standards to support full interoperability and future flexibility with partner organisations, other police forces and 3rd party organisations as required;
- (vii) securely and effectively enable information sharing with partner organisations, other police forces and other 3rd party organisations;
- (viii) enable citizens access to WMP services through a variety of appropriate access channels, as required to support the achievement of the overarching transformation objectives;
- (ix) ensure the confidentiality, integrity and availability of service data, transactions and interactions in accordance with relevant legislative, regulatory and HMG security requirements described within the Security Policy Framework (SPF);
- (x) be consistent with HMG ICT Strategy and Greening Government ICT Strategy or any other centrally mandated strategy;
- (xi) be easy to use enabling users to focus on delivery of their tasks;
- (xii) ensure compliance with relevant information management legislation including, but not limited to, Management of Police Information (MoPI), Data Protection Act (DPA) and Freedom of Information (FoI);
- (xiii) employ services, applications and capabilities that are delivered once and used many times. The duplication of services, applications and capabilities shall be minimised across the solution;
- (xiv) maintain the current service levels during the delivery of the ICT solution and ensure that there is no adverse impact to the business throughout its implementation; and
- (xv) ensure that access to national, regional and other 3rd party partner organisation systems is maintained as required by the WMP.

2.15.5 ICT Specific Requirements:

- (a) In delivering ICT related services under the Agreement, the IIP shall ensure the following criteria are adhered to at all times:
 - (i) National obligations need to be maintained e.g. PND upload;
 - (ii) Home Office reporting (including PNC reporting);
 - (iii) Maintaining Force accreditation;
 - (iv) No negative impact on existing service levels (BAU); and
 - (v) Hosting data within the UK.

2.16 Governance

- 2.16.1 The IIP must demonstrate as a minimum that they will design, establish and effectively resource a robust delivery programme which is fit for purpose to proactively manage and deliver the required activities to achieve the objectives of the IIP programme. The

approach must give WMP confidence that the appropriate methodologies and tools will be deployed in a manner that is tailored for the needs of this Agreement.

2.16.2 The programme design must take into account the governance arrangements in place at the commencement of the Agreement which will require the following approvals structure to be managed:-

- (a) Financial Sanction;
- (b) Changes to Standard Operating Procedures;
- (c) Changes to Policing policy and prioritisation;
- (d) 3rd Party Supply Contracts and Sub-Contractor approvals; and
- (e) Changes to Delivery Policy (including HR, IT, Procurement etc)
- (f) Changes to scope of services (additional or aspirational services)

2.16.3 It is also expected that the IIP will bring forward suggestions as to how the governance processes could evolve over the Term of the Agreement.

3. AIMS AND OBJECTIVES OF THE TRANSFORMATION

3.1 The IIP shall deliver the Services so as to assist in meeting the following overarching objectives:-

3.1.1 **Crime falls and demand for services reduces.** This means:

- (a) WMP continues to reduce crime overall crime (and specifically total crime with a victim);
- (b) West Midlands as a region continues to see nationally low levels of re-offending (re offending data);
- (c) Demand for police services from the public reduces (calls and non call service requests);
- (d) Reduction in 'partner' demand for police services;
- (e) Such other measures that may be set for WMP by the Commissioner through his/ her Police and Crime Plan are able to be delivered; and
- (f) Such other measures set by national government are able to be delivered.

3.1.2 **The Public has confidence in the police.** This means:

- (a) Confidence in policing in the West Midlands improves (feel the difference survey);
- (b) Conduct complaints against the police reduce (complaints recording); and
- (c) WMP maintains neighbourhood based policing services.

3.1.3 **People are protected from harm.** This means:

- (a) WMP is able to achieve its requirements under the Strategic Policing Requirement;

- (b) WMP has effective policing services to deal and reduce the threats it faces in organised crime, public order, protecting vulnerable people and terrorism;
- (c) WMP is able to provide accessible and effective services to all communities and groups; and
- (d) WMP is able to meet standards set under Approved Professional Practice, College of Policing accreditation, HMIC inspections or other regulatory bodies whose remit extends to policing.

3.1.4 The public experience good services from the police. This means:

- (a) Satisfaction with service on crime and anti-social behaviour issues improves (contact counts); and
- (b) Standards for answering and responding to requests for service are improved (contact counts).

3.1.5 WMP becomes more pre-emptive and less reactive. This means:

- (a) Increasing the portion of resource available to the force available to serve and protect the public;
- (b) Increasing operational officer's available time; and
- (c) Ensuring services, within the functions agreed in the TOM, are efficient against the assessments of Her Majesty's Inspectorate of Constabulary (HMIC) and industry benchmarks.

3.1.6 WMP's staff have confidence in their abilities and the force. This means:

- (a) Increase staff confidence in their own capabilities (contact counts);
- (b) Increase staff satisfaction at work;
- (c) Increase staff confidence in WMP (staff survey); and
- (d) Increase staff availability.

3.1.7 Ensure WMP is improving at a rate which matches or exceeds comparable organisations

3.1.8 WMP can achieve significant reductions in the costs delivering policing to match public sector spending reductions.

3.2 These desired outcomes can only be achieved by:

- 3.2.1 realising the full potential and productivity of officers and staff;
- 3.2.2 ensuring the provision of the best available information and facilitating its use to tackle crime, demand, vulnerability and risk;
- 3.2.3 delivering new levels of efficiency through the introduction of new capabilities, processes and systems;
- 3.2.4 increasing the development of evidence based policing practice;
- 3.2.5 building a resilient ICT architecture with a step change in technology; and
- 3.2.6 achieving a return on investments.

4. SCOPE OF THE TRANSFORMATION

4.1 It is envisaged that the IIP will play a significant role in the design, implementation, integration and end-to-end delivery of the agreed change programme. This programme will entail comprehensive access to wide aspects of both WMP/WMOPC, however it is of note that as general principles organisational strategy will be the retained responsibility of the Commissioner and the direction and control of operational policing will continue to be the responsibility of the Chief Constable supported by the Command Team.

4.2 Underpinning these broad principles are a number of constraints and these are detailed below for reference.

4.3 General Overarching Points

4.3.1 The IIP should aim to improve services by reducing crime and demand, lifting satisfaction and improving confidence whilst delivering savings.

4.3.2 The Agreement is for transformation and the improvement of technology; there is currently a limited appetite for commercial operation of services beyond change and ICT at this stage.

4.4 Operational and Organisational Scope

4.4.1 The services of WMP should operate through WMP staff under the control of the Chief Constable.

4.4.2 The operation of coercive powers must always operate through WMP staff working to the Chief Constable.

4.4.3 The services of West Midlands Office of Policing and Crime should operate through WMOPC staff managed by the Commissioner's Chief Executive, as Head of Paid Staff.

5. PARTNER ORGANISATIONS

5.1 The Crime and Disorder Act 1998 sets out statutory requirements for responsible authorities to work with other local agencies and organisations to develop and implement strategies to tackle crime and disorder. The named statutory authorities are:

5.1.1 Local Police Service

5.1.2 Office of Police and Crime

5.1.3 Fire Service

5.1.4 Primary Care Trusts

5.1.5 Local Authority

5.1.6 Probation Service, noting that delivery of this service is currently subject to legislative reform

5.2 Within the West Midlands policing jurisdiction there are 7 community safety partnerships based upon local authority boundaries. The 7 local authorities are:

5.2.1 Birmingham

5.2.2 Coventry

5.2.3 Wolverhampton

- 5.2.4 Solihull
- 5.2.5 Walsall
- 5.2.6 Sandwell
- 5.2.7 Dudley

5.3 Alongside these statutory partnerships, WMP/WMOPC have an extensive involvement with a number of non-statutory partners. An example of this being the Local Criminal Justice Partnership (LCJP) which in the West Midlands region has representation from:

- 5.3.1 Crown prosecution Service (CPS)
- 5.3.2 Prisons (HMP)
- 5.3.3 Police Services including the Commissioner
- 5.3.4 Courts (HMCS)
- 5.3.5 Youth Offending
- 5.3.6 Victim Support
- 5.3.7 Probation Trust
- 5.3.8 Legal Services Commission

5.4 Delivery of the change programme will require the establishment and maintenance of relationships with the above organisations and with other agencies and groups as required during the Term of the Agreement. This will be vital to ensure WMP meets its statutory responsibilities. The Commissioner believes that effective partnership working is an essential component in the delivery of the TOM and Programme of Work.

5.5 To this end, the IIP will be expected to work with a wide range of public and third sector agencies whether through existing and developing partnerships or otherwise. The Commissioner requires the IIP to ensure an appropriate level of community involvement with the programme.

5.6 It is also an expectation that the IIP will work with existing WMP commercial partners as well as forging relationships with new commercial partners and suppliers in the delivery of the Agreement.

6. GENERAL REQUIREMENTS OF THE IIP

Partnership working

6.1 The Commissioner and Chief Constable are seeking to establish an important and dynamic partnership with the IIP. The IIP will work hand in hand with officers and staff to establish and deliver both the high level objectives for the programme, the establishment of the TOM and the delivery of the Component Projects that comprise the Programme of Work. To achieve this, the IIP must be embedded and work in accordance with the practices and values of WMP. The values are listed within the 'Blueprint for Delivery' document available in the Data Room (as defined in the ISFT).

Data Storage and Security

6.2 In addition to the provisions of Clause 46 of the Agreement the IIP will be required to comply with the Commissioner and Chief Constable's requirements for data storage and data movement. Details relating to the standard are available in the Data Room (as defined in the ISFT) and the requirements are incorporated into the Security Policy set out in Schedule 9 (Information Security) of the Agreement. The IIP is invited to support the refinement and development of such processes

and policies. The IIP must work with the Commissioner and Chief Constable to put into effect and maintain appropriate technical and organisational measures to ensure the prevention of unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. Personal data must not be processed outside the European Economic Area without the express written permission of the Commissioner and/or Chief Constable, which must be applied for in writing. The IIP cannot store any Commissioner or Chief Constable personal data outside the UK without the explicit written permission of the Commissioner and/or Chief Constable.

- 6.3 The IIP must comply with the Security Policy as set out in Schedule 9 (Information Security) of the Agreement.

Legal requirements

- 6.4 The IIP must ensure that it complies with all current and future changes in law to support the Commissioner and Chief Constable in meeting all obligations under relevant legislation and principal regulations, including fraud prevention.
- 6.5 The IIP will ensure that minimum HR standards required for equality, diversity and equal opportunities including training and diversity plans throughout the supply chain (the IIP is directed to the Data Room (as defined in the ISFT) and the relevant policies and procedures as set out in Schedule 14 (Policies and Procedures) of the Agreement for further information).

Staffing requirements

- 6.6 The IIP shall be required to structure and manage its staff to ensure that no staff transfer to the Commissioner and/or the Chief Constable as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") or at all. To the extent that any individual alleges that they have transferred from the IIP to the Commissioner and/or Chief Constable as a result of TUPE then the IIP shall indemnify the Commissioner and/or the Chief Constable in full against all and any costs or liabilities arising from such an allegation.
- 6.7 The Commissioner requires that all IIP staff (and that of any subcontractor) working in relation to the project will:
- (a) be CRB checked to the standard required by the Commissioner;
 - (b) meet the Commissioner and the Chief Constable's staffing security requirements (as further detailed in the Agreement) and;
 - (c) have leave to enter and remain in the United Kingdom and be entitled to work in their current role in the United Kingdom, as required under the relevant United Kingdom law.

Business Continuity

- 6.8 The IIP will be required to have relevant business continuity arrangements in place including as a minimum:
- (a) robust Business Continuity Plans and Disaster Recovery Arrangements for all services;
 - (b) evidence to the Commissioner that demonstrates these plans/arrangements are in place;
 - (c) regularly test all contingency arrangements, providing relevant evidence and outcomes of tests to the Commissioner; and
 - (d) immediately notify the Commissioner in the event of a business continuity incident or a significant disaster.

Exit

- 6.8.2 On expiry of the IIP relationship, the Commissioner requires that the IIP has implemented sustainable projects and completed knowledge transfer. Where appropriate this will enable the Commissioner to operate without an IIP or to transfer responsibilities to a new provider. Each Component Project will be assessed on how it meets this objective.
- 6.8.3 On termination of the Agreement, the Commissioner and the IIP will mutually agree detailed exit provisions for the IIP (as well as appropriate Component Projects) in line with the agreed Exit Plan, which will provide acceptable flexibility and business continuity for the Commissioner.
- 6.8.4 The IIP will cooperate and support the Commissioner in discharging its exit obligations including the provision of all information, data, processes, policies and manuals required for business and programme continuity.
- 6.8.5 The Commissioner requires flexibility to terminate the partnership at agreed milestone points in the programme and in accordance with the provisions of the Agreement. These points shall include the completion of the work packages for the TOM and the Programme of Work.

SCHEDULE 3

SERVICES DESCRIPTION

1. INTRODUCTION

1.1 This Services Description is divided into the following sections:-

- 1.1.1 Part A – TOM – setting out the Services that the IIP shall provide in order to develop the TOM (including the Mobilisation Plan);
- 1.1.2 Part B – Programme of Work – setting out the Services that the IIP shall provide in order to complete the Programme of Work;
- 1.1.3 Part C – Commissioning – setting out the Services that the IIP shall provide in order to support the Commissioning Process; and
- 1.1.4 Part D – Contract Management and Integration Services setting out the Services that the IIP shall provide to manage the end-to-end Programme of Work.

1.2 The phases of work are illustrated within figure 1 below.

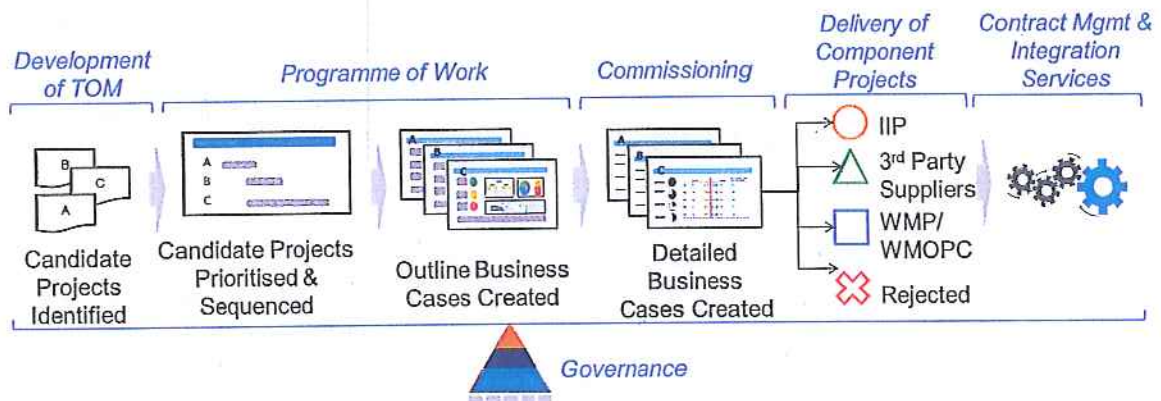


Figure 1 – Lifecycle of the IIP Engagement

1.3 The use of WMP in this Schedule shall be read to include WMP and WMOPC unless otherwise specified.

1.4 In respect of the Services, the IIP shall:-

- 1.4.1 provide the resource as set out in the Resource Plan;
- 1.4.2 shall be completed in line with the Programme Plan (as set out in Appendix 4 of this Schedule 3);
- 1.4.3 comply with and provide the Services set out in Appendix 1 (Change Management) and Appendix 2 (Knowledge Transfer); and
- 1.4.4 at all times operate in a manner that will involve and engage WMP staff and officers in the Services as well as public and partners (where relevant).

1.5 At all times in carrying out the Services the IIP shall work alongside the WMP business transformation and change team including, without limitation:-

- 1.5.1 in order to ensure that the current project and programme managers are integrated and utilised to support the overall Programme of Work

(incorporating the existing WMP change programme) and the delivery of IIP Services (including under any Work Order);

1.5.2 the IIP shall work alongside WMP's business transformation and change team in the delivery of the Services and, in particular, shall engage such staff members in the development of the Services and any Deliverables prior to submitting such Deliverables for formal sign off;

1.5.3 the IIP shall provide knowledge transfer to the WMP business transformation and change team on an ongoing basis throughout the delivery of the Services; and

1.5.4 the IIP shall work alongside and utilise WMP's business transformation and change team in relation to its change management activities carried out in accordance with Appendix 1 to this Schedule 3.

1.6 Offshore work

1.7 In accordance with Clause 5.10, the parties acknowledge and agree that as part of the delivery of the Services the IIP may carry out the following work offshore on the following basis:-

1.7.1 The IIP is experienced in working with public sector organisations in the UK and complying with the associated guidance for managing information. This includes close to a decade of work offshore. For the Services in scope at the Effective Date the IIP confirms that no personal identifiable data will be moved off-shore for any part of the Services. The IIP will however utilise off shore resources to analyse anonymised data for the

1.7.4 The IIP will work with WMP to ensure that the proposed offshore approach aligns with its security policies as well as applicable HMG guidance.

1.7.5 For the avoidance of doubt:-

- (a) any such offshore work must be carried out by the IIP in accordance with Data Protection Legislation and in accordance with the requirements of this Agreement; and
- (b) other work may be performed off shore provided that the IIP shall obtain the prior written consent of the Commissioner before any other element of the Services is provided outside of the UK.

PART A - TOM

1. INTRODUCTION

1.1 The IIP shall carry out a number of phases of work in order to develop the TOM. These are:-

1.1.1 **Mobilisation** – described in more detail in paragraph 2 below;

1.1.2 **Strategic Alignment** – described in more detail in paragraph 3 below;

1.1.3 **Assess & Innovate** – which comprises of:-

(a) analysis and capture of the As-Is Operating Model – described in more detail in paragraph 4 below; and

(b) analysis and capture of the To-Be Operating Model – described in more detail in paragraph 5 below.

1.2

1.3 The IIP shall provide the resource as set out in the Resource Plan for the development of the TOM. The IIP team responsible for delivery of the TOM Services is set out in Figure 3 below.

- 1.4 The IIP's team for TOM design as set out above, shall work alongside WMP to ensure that WMP has input and control as the TOM develops.
- 1.5 All of the TOM Services set out in this Part A of Schedule 3, shall be completed in line with the Programme Plan (as set out in Appendix 4 of this Schedule).
- 1.6 The obligations set out in this Part A of Schedule 3 are in addition to those set out in Clause 5 (or otherwise) of the Agreement.

2. **MOBILISATION**

- 2.1 The IIP shall carry out the activities set out in the Mobilisation Plan during the Mobilisation Period. The IIP's mobilisation strategy and start-up processes will focus in three areas:-

2.2 **Ensuring physical presence**

- 2.2.1 The IIP shall carry out the activities listed below and within figure 4 within the timetable set out in figure 4. For the purposes of this figure, W1 shall commence on the Effective Date.

Figure 4 – Mobilisation Plan – Establish Physical Presence

MOBILISATION ACTIVITY	Week -2					Week -1					Week 1					Week 2									
	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	
Establish Physical Presence																									
On-boarding																									
Confirm IIP team roles and names																									
Submit IIP security check information for IIP staff																									
Confirm security checks complete for prioritised IIP staff																									
Confirm security checks complete for remaining IIP staff																									
Establish physical IIP work environment and facilities																									
Obtain access to WMP locations																									
Obtain interim connectivity (e.g. IIP connecting via wifi)																									
Obtain connectivity/access to WMP systems																									
Draft orientation materials																									
Joint Project team kick off / team introduction																									

- 2.2.2 During the Mobilisation Period, the IIP shall work with WMP to identify a suitable project office to 'base' the IIP team during the relationship, so that staff and officers know that the IIP has a designated space where they can be reached in person.
- 2.2.3 Additionally, the IIP will work with WMP to identify workspace out in LPUs and other functional buildings which the IIP can use on a 'hot-desk' basis. This will allow the IIP to travel and work from other WMP sites to create a visible presence across WMP, not just from one central location.
- 2.2.4 The IIP team must be vetted in line with the WMP vetting requirements set out in Schedule 14. Recognising that the vetting process will take at least a Month to complete for IIP personnel, the IIP would expect to initiate the vetting process with the Key Personnel outlined Schedule 13.
- 2.2.5 By prioritising these people undue stress on the WMP vetting team can be avoided during a particularly busy time with the officer recruitment campaign, and also allow the IIP team to mobilise quickly.
- 2.2.6 Where possible, the IIP will work with WMP to establish connectivity to required systems to allow the IIP team to work remotely.
- 2.2.7 This will allow the IIP team to commence work rapidly and access both IIP and WMP applications (including the ADM, assessment and diagnostic tools, and the WMP intranet).
- 2.2.8 Part of this systems access will include creation of WMP usernames for IIP staff members so that they can access internal WMP communications channels such as the intranet.
- 2.2.9 The IIP shall also be granted WMP email addresses so that staff and officers can communicate with the IIP team within the WMP network, as well as increase the feeling of a joint WMP/IIP team.

2.3

Figure 5 – Mobilisation Plan – Engaging People

- 2.3.2 The IIP shall engage with WMP stakeholders internally and externally. The IIP shall commence such engagement immediately in an organised and structured way, to avoid any confusion between stakeholders and messages, and to support the fuller strategies and plans (rather than waiting for the completion and approval of the Change Management Strategy and Approach, Change Management Plan, Stakeholder Engagement Strategy and Approach, Stakeholder Engagement Plan, Communications Strategy and Communications Plan Deliverables each to be approved in accordance with paragraph 4 of Schedule 7).
- 2.3.3 Mobilisation communications will focus on introductions to the IIP team and programme across all stakeholder groups, recognising that the IIP programme will set the direction of WMP for the next 5-8 years.
- 2.3.4 WMP will formally introduce the IIP team to the PCC and WMOPC and to the Chief Constable and the Command Team in person, with further communications and 'meet the team' events for staff, officers and the Commissioner's office.

- 2.3.5 The IIP will run an 'on-boarding' event for the joint IIP and WMP Portfolio Team members who will be delivering elements of the IIP programme (i.e. the IIP spine and TOM roles, as well as those identified as performing roles or providing capabilities in Schedule 5 Dependencies).
- 2.3.6 The IIP team will also schedule meet-and-greet events where the IIP team (together with WMP team members) visit LPUs and other WMP offices to explain the IIP programme and introduce themselves to officers and staff.
- 2.3.7 There will be an initial communication to incumbent suppliers during the Mobilisation Period, to describe the IIP programme and provide answers to FAQs.
- 2.3.8 The IIP shall develop a set of FAQs and responses (for sign-off in accordance with paragraph 2.3.11 below). The FAQs will establish the clear 'single version of the truth' about the IIP programme, including the aims, vision, timelines and expected impact. It will also detail when suppliers can expect to be formally engaged in the programme as well as additional communication channels, including contact details for the IIP Portfolio Lead, WMP Head of Procurement (each as defined in Schedule 7) and IIP Supplier Performance Manager (as defined in the Resource Plan) should suppliers have any further questions.
- 2.3.9 This 'single version of the truth' will also form the basis of mobilisation communications to partners. It will include answers to FAQs from a partner perspective, contact details for the Partnership Alliance Manager (as defined in the Resource Plan) and the timeline of when partners can expect to be formally engaged in the TOM design and broader IIP programme.
- 2.3.10 These communication assets will be elevated to a higher level to form the basis for a formal WMP press-release at the start of the Agreement. Expecting a significant interest from the public and press, this communication will provide information to the public and interested stakeholders outside of WMP and WMOPC, and demonstrate the commitment of both the Commissioner and Chief Constable to the IIP programme.
- 2.3.11 The documentation prepared under paragraph 2.3.8, 2.3.9 and the press releases under paragraph 2.3.10 shall be subject to written approval in advance by the Deputy Chief Constable (or relevant representative) and the WMOPC representative.
- 2.3.12 During the Mobilisation Period, the IIP shall commence the development of an overall Change Management Strategy and Approach in accordance with paragraph 3 of Appendix 1 of this Schedule 3. The activities during the Mobilisation Period will be focused on understanding the stakeholder environment and segmenting groups into a stakeholder map.
- 2.3.13 This will allow the IIP to prepare the Change Management Strategy and Approach, Change Management Plan, Stakeholder Management Strategy and Approach and Stakeholder Management Plan Deliverables (as required under Appendix 1 of this Schedule 3) in Month 2 for approval in accordance with paragraph 4 of Schedule 7.
- 2.3.14 As part of this mobilisation activity to segment stakeholders in advance of preparing the Stakeholder Management Strategy and Approach Deliverable, the IIP change management team will work with the Portfolio Team to identify the named resources that will be required to support the IIP programme, for example Change Agents, Change Sponsors, Subject matter

experts (each as defined in Appendix 1 to this Schedule 3) and any process experts and project support required to support the Services.

2.3.15

2.3.16 As part of mobilisation activity the IIP will also work with the WMP project team to establish initial channels to collate innovative ideas from staff, officers, partners and citizens. These channels include (subject to technical availability, WMP approval of IIP access to WMP systems and WMP ICT approval) dedicated innovation WMP intranet pages, WMP internet page with webform for visitors to submit ideas, innovation email address and social media feed.

2.4 **Establish Programme & Management Processes**

2.4.1

Figure 6 – Mobilisation Plan – Establish Programme & Management Processes

- 2.4.2 The IIP will complete activities to establish the programme office, including gathering and standardising appropriate templates (risk register, reporting templates, business case templates, dependencies map).
- 2.4.3 This activity can occur whilst the IIP Key Personnel are waiting for vetting to be completed, as the collation of templates and standards will draw both on the IIP's delivery methods and on WMP templates already in existence.
- 2.4.4 This mobilisation activity will allow the IIP TOM design team to collate data, commence the activities required to prepare the assessment and diagnostic tools, and draft guiding principles to commence the activities set out in paragraph 3 of this Schedule (Strategic Alignment).
- 2.4.5 The IIP PMO team will collate the information required to support IIP governance and escalation channels, including existing terms of reference, governance information and policies. They will create a point of view to confirm the changes required to existing WMP governance, including those meetings to be repurposed (e.g. weekly risk meetings), rationalised (e.g. Design Authorities) or created from new (e.g. weekly status) which will be

factored into the IIP Governance Terms of Reference Deliverable (in accordance with Schedule 7).

- 2.4.6 Any required data will be collated in support of the TOM design, PMO and change management activities and an internal WMP electronic workspace will be created (i.e. a shared drive or intranet space) to store and share IIP programme materials.
- 2.4.7 Whilst the IIP Governance Terms of Reference Deliverable is being prepared and changes made to existing WMP and WMOPC governance as required, the IIP Portfolio Lead and WMP Head of Change will work jointly to review programme status on a daily basis. They will hold a daily 'stand-up' meeting to assess the status of Mobilisation Plan to date, any required decisions or approvals, and risks to be mitigated.
- 2.4.8 The IIP Portfolio Lead and WMP Head of Change will, until the full IIP governance has been established, act as the escalation routes into the IIP and WMP respectively for any risks or decisions that need to be taken. They will be closely supported by the IIP Contract Manager (as defined in the Resource Plan) who will provide detail and interpretation of the Agreement and associated Deliverables/Milestones.
- 2.4.9 Requests from the IIP to WMP to provide information, data and access will be managed and scheduled throughout mobilisation to avoid impact on BAU and too many requests for support on for example the ICT team.
- 2.4.10 The IIP will (pending access to WMP systems) use a designated file structure on the WMP shared network drive to store programme documentation. IIP and WMP staff will (pending ICT team approval) have either 'write' or 'read-only' access to this shared drive.

3. STRATEGIC ALIGNMENT

- 3.1 In order to establish a shared view of WMP and WMOPC strategic objectives, vision and to define guiding principles linked to that vision, the IIP shall develop a set of guiding principles which will then underpin the documentation of the As-Is Operating Model and the development of the To-Be Operating Model.
- 3.2 In order to establish and develop the guiding principles, the IIP shall:-
 - 3.2.1 conduct interviews with WMP and WMOPC leadership;
 - 3.2.2 consult with staff, officers, partner organisations and the public through a series of roadshows to capture their input into the early phases, allow testing of the vision and provide the opportunity to gather feedback, as well as building legitimacy for both the vision and the TOM design process. Such roadshows are in addition to the Assess & Innovate workshops set out in paragraph 4.8 below. The dates and attendees will be agreed between the parties;
 - 3.2.3 create and use videos of senior staff, officers and IIP TOM design team describing aspects of the strategy to be published on the WMP and WMOPC internet and intranet sites to test and help establish shared views of the guiding principles;
 - 3.2.4 assist the Commissioner (through facilitation) as required to engage with the public on the IIP programme to obtain insight from the public as required;

3.2.5 factor in the 'essential criteria' – being the obligations of a UK police force (e.g. statutory responsibilities to determine local priorities for policing, annual policing plans, annual reporting and complying with codes of practice);

3.2.6

3.2.7 ensure that its ICT and TOM development resources work hand in hand so that the guiding principles are fully aligned with the ICT estate and will be deliverable.

3.3 Once the guiding principles have been identified the IIP shall document these and shall submit the TOM Design Guiding Principles Deliverable to OCB for sign off in accordance with Schedule 7. The TOM Guiding Principles Deliverable shall then underpin the ongoing TOM work.

3.4 During the remainder of the TOM Services the IIP shall ensure that the guiding principles remain under review and are re-enforced through its activities and its communication plan in accordance with Appendix 2 of Schedule 7.

3.5

4. AS-IS OPERATING MODEL

4.1 The IIP shall utilise its structured methodology (enabled by tools such as Accenture's Delivery Methods and Accenture's Policing Logical Operating Model) to document the As-Is Operating Model. The IIP will ensure that this provides WMP with traceability between stages and ensure appropriate levels of engagement with officers, staff, partners and citizens.

4.2 The IIP shall assess WMP's current capabilities using the tools set out in the remainder of this paragraph 4 below in accordance with the timelines set out in the Programme Plan. These tools will be used to demonstrate the current performance of BAU across functional areas, identifying immediate priorities and opportunities for improvement.

4.3

4.7 Undertake Benchmarking

- 4.7.1 The IIP will baseline WMP process volumes, service performance and efficiency against public and commercial sector organisations, using in-house benchmarks and commercially available data to identify improvements. This quantitative assessment will be supported by qualitative assessment of WMP operations and services, the 'voice of the customer' with input from existing staff surveys, customer satisfaction surveys and project-specific feedback, to identify common areas of concern and recommended improvements.

- 4.7.2 The output of this benchmarking will encompass organisational maturity, efficiency and effectiveness and the desired characteristics for the TOM design, plus candidate projects for Component Projects.
- 4.8 **Assess & Innovate Workshops - applies to As-Is Operating Model and To-Be Operating Model**
- 4.8.1 In addition, the IIP shall run a series of 'Assess & Innovate' workshops (which will include input from the IIP's Police Centre of Excellence). It is anticipated that there will be approximately 25 workshops over a period of 40 days. The IIP shall agree the attendees with WMP. Workshops will typically be structured around a theme (e.g. mobility) where the IIP team prepare inputs on the As-is Baseline and provide specialist speakers to facilitate discussion with WMP attendees. The workshops will inform both the As-Is Operating Model and the To-Be Operating Model.
- 4.8.2 At these workshops the IIP shall consider the strategy and vision for WMP to allow alignment, consider As-Is Operating Model issues, identify opportunities for improvement, explore innovation and develop and validate the legitimacy of the To-Be Operating Model.
- 4.8.3
- 4.8.4
- 4.8.5 The IIP shall ensure that the workshops are conducted in the spirit of constructive, innovation challenge.
- 4.8.6 As set out in Appendix 3 to this Schedule, the completion of the TOM design workshops shall be a Milestone to be completed by the end of Month 4.
- 4.9
- 4.11 Following completion of the above activities, the IIP shall deliver the As-Is Operating Model Deliverable to OCB in accordance with Clause 5.4.5 on or before the end of Month 4 for Acceptance and/or Approval (in accordance with the provisions of Clause 5). The delivery of the As-Is Operating Model shall be a Critical Milestone Date for the purposes of this Agreement.
- 4.12 The As-Is Operating Model shall meet the requirements as set out in paragraph 2.10 of the Commissioner Requirements in Schedule 2 to this Agreement.
- 4.13 The IIP shall ensure it engages WMP officers and staff (as well as broader partners and citizens) in the TOM design including process experts, customers contributing to

assessments and business analysts receiving training on TOM design. These will allow each stakeholder to engage to the extent they are comfortable with (e.g. receive information on TOM progress, to submit innovative ideas or to volunteer as a process expert).

- 4.14 During establishment of the As-Is Operating Model, if the IIP identified any recommended Component Projects that can be started early and then run concurrent with the remainder TOM Services, it shall submit these in accordance with the Commissioning Process.

5. TO-BE OPERATING MODEL

5.1

- 5.2 The IIP shall utilise its structured methodology (enabled by tools such as ADM and the policing logical operating model) to develop the To-Be Operating Model. The IIP will ensure that this provides WMP with traceability between stages and ensure appropriate levels of engagement with officers, staff, partners and citizens.

- 5.3 To develop the To-Be Operating Model Deliverable, the IIP shall (in line with the guiding principles developed under paragraph 2 above):-

5.3.1 use the outputs of the (carried out under paragraphs 4.5 and 4.6 above) in order to create the Information Architecture Blueprint, Application Architecture Blueprint, Security Architecture Blueprint and Technical Architecture Blueprint Deliverables by the end of Month 5 for approval in accordance with paragraph 4 of Schedule 7;

5.3.2 review and identify the required ICT capability to support the future demand arising from the proposed To-Be Operating Model (e.g. data security and data sharing, social media, analytics, mobility and cyber crime);

5.3.3 utilise the output from the (carried out under paragraph 4.3 above) to indicate the focus of people initiatives and projects (across business strategy, culture, leadership, organisation and talent);

5.3.4 utilise the benchmarking information obtained as part of the As-Is Operating Model development (including under paragraph 4.7);

5.3.5 take into account the feedback received from the Assess & Innovate workshops (carried out under paragraph 4.8 above);

5.3.6

5.3.7 assessment of input from the ' and 'maturity scales' to show how other policing organisations around the

world structure and deliver their services, and the level of performance that they are achieving; and

5.3.8

5.4 As part of its completion of the To-Be Operating Model the IIP shall carry out a gap analysis between the As-Is Operating Model and the To-Be Operating Model in order to identify a coherent set of solutions that can be prioritised and structured into a Programme of Work. The IIP shall generate the Candidate Project Charter Deliverable from this gap analysis by the end of Month 6 for approval in accordance with paragraph 4 of Schedule 7.

5.5

5.6 The IIP shall also provide the TOM Business Case Deliverable and the Candidate Project Roadmap Deliverable by the end of Month 6 for approval in accordance with paragraph 4 of Schedule 7.

5.7 The IIP shall deliver the To-Be Operating Model and Target IT Operating Model Deliverable to OCB in accordance with Clause 5.4.5 on or before the end of Month 6 for Acceptance and/or Approval (in accordance with the provisions of Clause 5).

5.8 The Milestone set out at paragraph 5.7 above shall be a Critical Milestone Date for the purposes of this Agreement.

6. INNOVATION

6.1 Throughout its delivery of the TOM Services, the IIP shall ensure that it complies with the Innovation Principles. In particular, the IIP shall promote innovation through the following methods:-

6.1.1 **Formal routes** – This will include innovation contacts, forums and events and the ability for people to submit ideas through the intranet;

6.1.2 **Informal routes** – This will arise from the IIP's continuous improvement planning, As-Is Operating Model assessments and supplier and partner forums;

6.1.3 **Mandate Process** – The IIP will utilise this process to capture innovative ideas from staff and officers and feed these into the Programme Plan as appropriate; and

6.1.4 **Supplier engagement** - The IIP will engage with supplier market through its supplier performance management approach as set out in paragraph 3 of Part D of this Schedule 3.

7. TOM REFRESH

7.1 Following Approval of the TOM, the IIP shall carry out a regular (at least annual and in line with the Commissioner's planning and budget cycle) TOM refresh (an annual performance diagnostic and validity check). Each TOM refresh shall consider (as a minimum):-

7.1.1 any unplanned changes in the social, economic and political climate;

- 7.1.2 an assessment as to whether the TOM remains in line with WMP strategic objectives;
 - 7.1.3 an assessment as to whether the TOM will deliver the expected benefits; and
 - 7.1.4 in accordance with Good Industry Practice, any updates in line with the Innovation Principles and Clause 9.1 of the Agreement.
- 7.2 This refresh will inform the annual affordability checks (carried out in accordance with Schedule 6) and recommendations for change and will be reflected in the Programme of Work in accordance with Part B of this Schedule.
- 7.3 During the Term, the TOM refresh activities set out above shall be supported by the WMP team who are receiving/have received knowledge transfer from the IIP in accordance with Appendix 2 to this Schedule.
- 7.4 Any recommended changes to the TOM following the annual refresh shall be submitted for Approval in accordance with the provisions of Clause 5.4.9.

8. DELIVERABLES, ACCEPTANCE CRITERIA AND MILESTONES

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SCHEDULE 3

SERVICES DESCRIPTION

PART B – PROGRAMME OF WORK

1. INTRODUCTION

- 1.1 The IIP shall carry out a number of phases of work in order to develop the Programme of Work. These are:-
 - 1.1.1 Project identification – described in more detail in paragraph 2 below;
 - 1.1.2 Implementation planning – described in more detail in paragraph 3 below; and
 - 1.1.3 Refreshes to the Programme of Work – described in more detail in paragraph 4 below.
- 1.2

Figure 7 - Methodology Overview

- 1.3 The IIP shall provide the resource as set out in the Resource Plan for the development of the Programme of Work.
- 1.4 The IIP's team for Programme of Work Services, shall work alongside WMP to ensure that WMP has input and control as the Programme of Work develops.
- 1.5 All of the Programme of Work Services set out in this Part B of Schedule 3, shall be completed in line with the Programme Plan (as set out in Appendix 4 of this Schedule).
- 1.6 The obligations set out in this Part B of Schedule 3 are in addition to those set out in Clause 5 (or otherwise) of the Agreement.
- 2. PROJECT IDENTIFICATION
 - 2.1 The IIP shall develop the Component Projects to close the gap between the As-Is Operating Model and the To-Be Operating Model. These Component Projects will be sourced from either:-
 - 2.1.1 TOM development outputs (i.e. Component Projects identified and/or documented during the TOM Services including the Candidate Project Charter Deliverable and the Candidate Project Roadmap Deliverable);
 - 2.1.2 review of existing WMP in-flight projects in accordance with Clause 5.6 of the Agreement and paragraph 2.6 below;

- 2.1.3 innovation identified through engagement with staff, officers, public, suppliers, partners and third parties during the provision of the Services; and
 - 2.1.4 national programmes and projects.
- 2.2 The IIP shall:
- 2.2.1 use the Candidate Projects Charters Deliverable developed as part of the TOM Services (and which include outline scope, business and operating rationale, rough cost and benefit case, dependencies on other projects and any imperatives for early delivery) to assess each candidate Component Project against prioritisation and sequencing principles (in accordance with paragraph 2.5 below) in order to develop the Candidate Project Roadmap Deliverable which shall be submitted to OCB by the end of Month 6;
 - 2.2.2 once the Candidate Project Roadmap is approved by the OCB in accordance with Schedule 7, use the Candidate Project Roadmap to identify Component Projects commencing within the first two years of the Programme of Work and produce an Outline Business Case for each Component Project within the first two years of the Programme of Work taking into account any requested refinements from the OCB.
- 2.3 The IIP shall engage WMP and partners throughout the creation of Outline Business Cases and the prioritisation of Component Projects. Through the Stakeholder Engagement Strategy & Approach Deliverable the IIP will determine how the IIP and WMP will segment and then engage with partners. The IIP will use a range of approaches on a case-by-case basis to engage with partners throughout creation of Outline Business Cases, from simple communications to raise awareness and provide information through to engaging partners directly in focus groups to agree specifications and requirements.
- 2.4 The IIP shall be responsible for identifying if there is an interoperability requirement with partners (including, without limitation, systems and applications used or owned by partners) and/or WMP in relation to the Outline Business Case and addressing such requirements as required by the Design Authority.
- 2.5 In order to achieve this, the IIP shall:-
- 2.5.1 diagnose the change requirement through a change impact assessment as part of its Outline Business Case and Detailed Business Case in accordance with the provisions of Appendix 1 to this Schedule 3;
 - 2.5.2 utilise the consistent set of design and architectural documentation created as part of the Enterprise Architecture Blueprint, Information Architecture Blueprint, Technical Architecture Blueprint and the Security Architecture Blueprint Deliverables developed as part of the TOM Services; and
 - 2.5.3 comply with the provisions of Part D to this Schedule 3.
- 2.6 **Prioritisation and Sequencing Principles**
- 2.6.1 The IIP shall prioritise and sequence Component Projects into a logical Programme of Work Roadmap (which shall be a Deliverable) in conjunction with WMP and taking into account the principles set out below.
 - 2.6.2 Where Component Projects appear non-viable against these principles, the IIP should provide a recommendation for removal from the Programme of Work (subject to OCB sign off).

2.7 **WMP Existing Change Programme**

2.7.1 The IIP shall assess each current in-flight project in line with the work undertaken on the As-Is Operating Model and To-Be Operating Model and the IIP shall produce an In-Flight Project Recommendation Report Deliverable which will assess each project's alignment to the TOM and vision and provide a recommendation covering:-

- (a) project and project owner;
- (b) description of project specifications (project initiation document, if available);
- (c) documented original requirements, and any past change requests;

- (d) current stage of project and schedule details, including status of project vs plan;
- (e) qualified benefits (financial and non-financial, realised and forecast);
- (f) alignment to the Commissioner Requirements and WMP vision;
- (g) forecast vs actual resource requirements, in line with earned value management;
- (h) estimated completion date versus planned completion date;
- (i) estimated weekly cost burn rate versus the planned burn rate;
- (j) current risks and issues (so mitigating action can be taken to minimise risk);
- (k) impact on the Programme of Work, including interdependencies and sequencing; and
- (l) recommendation for each project as to whether it should:-
 - (i) continue to be delivered by WMP/WMOPC (in which case it shall be incorporated into the Programme of Work);
 - (ii) be terminated (with or without replacement and any replacement shall be incorporated into the Programme of Work as its own Component Project); or
 - (iii) be amended (in which case it shall be incorporated as amended into the Programme of Work).

2.7.2 The IIP shall prepare WMP for new change projects and the potential termination, replacement or amendment of existing projects in accordance with its communication plan (as set out in Appendix 2 to Schedule 7) and the change management activities (as set out in Appendix 1 to this Schedule 3). This shall include targeting impacted groups for the existing change programme (e.g. project/programme managers, suppliers and partners).

2.7.3 The IIP shall inform project/programme managers of the existing WMP change programme of when such programme will be assessed and a recommendation provided so that they can manage impact and any inbound or outbound dependencies accordingly.

2.7.4 The IIP shall prepare the In-Flight Project Recommendation Deliverable by the end of Month 4 for approval in accordance with paragraph 4 of Schedule 7.

3. IMPLEMENTATION PLANNING

3.1 The information in the Outline Business Cases prepared in accordance with paragraph 2.2.3 above, shall be used by the IIP to structure the relevant Component Projects into the Programme of Work Roadmap Deliverable and test this against the prioritisation and sequencing criteria (in accordance with paragraph 2.5) and make any amendments to the Programme of Work Roadmap Deliverable accordingly.

3.2 The final Programme of Work Roadmap shall include (where applicable, in addition to the requirements set out in Clause 5.5 of the Agreement):-

- 3.2.1 the strategy to deliver the TOM and Commissioner outcomes;
- 3.2.2 required resourcing estimated;
- 3.2.3 a business as usual (BAU) plan showing how the change delivered by each project is supported post-implementation and when full ownership is transitioned back to WMP and any activities required to ensure that activities do not adversely impact existing services and performance levels;
- 3.2.4 any areas of Component Projects with potential Intellectual Property Rights that could be developed and exploited together with a recommendation on how WMP and the IIP should proceed (ownership, licensing etc) to secure this additional return;
- 3.2.5 forecasts of Component Project timelines for 5 years and 2 years;
- 3.2.6 a rolling 6 month forecast;
- 3.2.7 a justification for the Component Projects sequencing and prioritisation; and
- 3.2.8 options to deliver the financial benefits (e.g. headcount decrease and capital savings) and other quantifiable benefits (e.g. performance and efficiency improvements, customer satisfaction improvements and increased process compliance) with further detail in each Outline Business Case.

3.3 **Submission of Programme of Work**

3.3.1 The IIP shall prepare:-

- (a) the Outline Business Cases Deliverable (being the Outline Business Cases developed in accordance with paragraph 2.2.3 above); and
- (b) the Programme of Work Roadmap Deliverable

by the end of Month 8 for approval in accordance with the provisions of Clause 5.5.6 (Acceptance) and Clause 5.5.8 (Approval) of the Agreement and Schedule 7.

3.3.2 The Milestone set out above shall be a Critical Milestone Date for the purposes of this Agreement.

4. **REFRESH TO PROGRAMME OF WORK**

4.1 The IIP shall update the Programme of Work as required to take account of:-

- 4.1.1 any annual TOM refresh in accordance with paragraph 7 of Part A of this Schedule 3;
- 4.1.2 opportunities arising from the activities under paragraph 4.2 below;
- 4.1.3 innovation identified through engagement with staff, officers, public, suppliers, partners and third parties during the provision of the Services; and
- 4.1.4 national programmes and projects.

4.2 In addition, the IIP shall, during the Term, continue to identify new or potential improvements to the Programme of Work and to stimulate the broader market around innovation. To achieve this the IIP shall:-

- 4.2.1 submit quarterly reports on emerging technologies and potential improvements to the relationship meetings held in accordance with paragraph 3 of Schedule 7;
- 4.2.2 support a refresh of the Programme of Work on an annual basis to take account of new ideas, improvements or changes in strategic direction. The IIP shall support this refresh by:-
 - (a) providing an overview of the current Programme of Work (including status of in-flight, completed and planned Component Projects and their benefits) with any changes to strategic direction;
 - (b) providing a recommendation on any changes to the Programme of Work (together with an impact assessment of forecasts, benefits and the Commissioner's planning cycle) to take account of:-
 - (i) any updates to the TOM in accordance with paragraph 4.1 above;
 - (ii) any items in the Continuous Improvement Plan (as defined in Part D to this Schedule 3); and
 - (iii) any new relevant technologies or approaches across public and private sectors.

5. DELIVERABLES, ACCEPTANCE CRITERIA AND MILESTONES

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SCHEDULE 3

SERVICES DESCRIPTION

PART C – COMMISSIONING PROCESS

The IIP shall provide the resource as set out in the Resource Plan for the provision of the Services in this section.

The obligations set out in this Part C of Schedule 3 are in addition to those set out in Clause 5 (or otherwise) of the Agreement.

1. COMMISSIONING PROCESS

1.1 The IIP shall agree with the OCB through the Mandate Process (as defined in 1.9.1 below) set out below which Component Projects within the Programme of Work and/or which other Component Projects identified by the IIP shall be submitted for approval through the Commissioning Process.

1.2 Where the parties agree that a Component Project shall be submitted for approval through the Commissioning Process the parties shall comply with the provisions of this Part C of the Services Description.

1.3 All Component Projects must go through the Commissioning Process prior to implementation.

1.4 All Outline Business Cases and Detailed Business Cases will be constructed on the basis of a financial evaluation over a rolling 5 year period applying a net present value calculation based on a DCF of 3.5%. The DCF of 3.5% shall be reviewed annually and any changes linked to the cost of PWLB borrowing shall be notified by the Commissioner to the IIP in writing.

1.5 The IIP shall provide the Mandate Template Deliverable and the Outline Business Cases and Detailed Business Cases Deliverable (incorporating, as a minimum, all requirements of this Schedule) by the end of Month 1 for approval in accordance with Schedule 7. In addition, the IIP shall develop a fast track version of these for use with the fast track procedure as set out in paragraph 6 below and such template shall be subject to sign off by WMP Head of Change.

1.6

1.7 Innovation

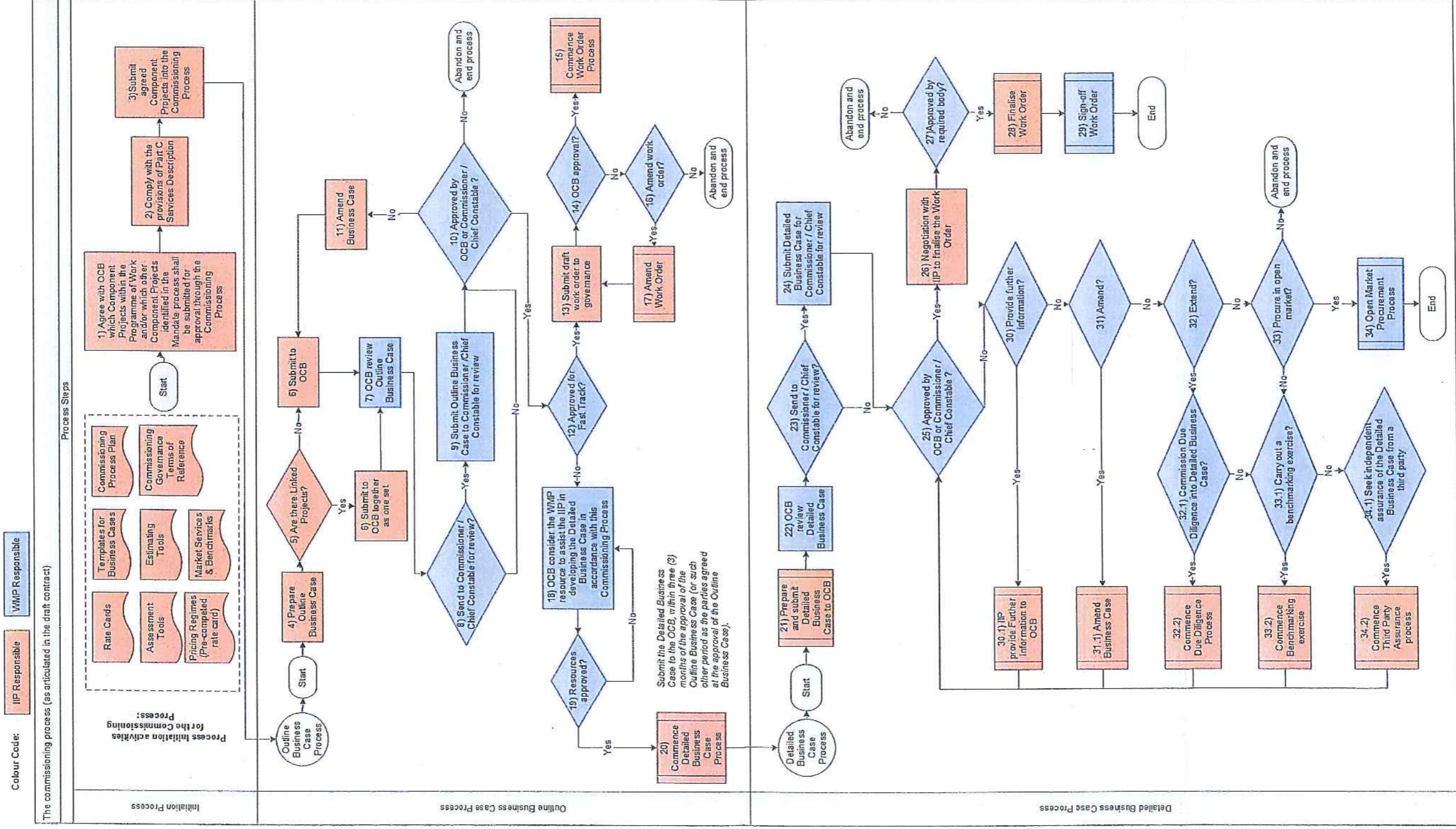
1.7.1 In order to ensure continual innovation through the Commissioning Process, the IIP shall:-

- (a) collate solution options and bring new thinking from different sectors during creation of Outlines Business Cases and Detailed Business Cases. In order to achieve this it shall draw on insight from Accenture's Police Centre of Excellence, its relationships in the wider police market, its alliance community (comprising all major vendors) and Accenture and HP's wider research and industry insight.

- (b) use the Mandate Process (set out at paragraph 1.9 below) shall also receive and sift innovative ideas from staff and officers so that suitable ideas can be fed into the formal Commissioning Process (with the support of the officer or staff member that submitted the idea).
- (c) work alongside the WMP procurement team and corporate communications team to engage the supplier market through early publication of Component Project high level requirements via social media channels, formal procurement portals, local business forums and academia. This will help to generate expressions of interest and a wide range of potential innovative solution ideas.
- (d) promote the programme to link in third party specialist advisors in order to attract market input in both the UK and internationally;

1.8 An overview of the Commissioning Process is set out below in figure 8.

Figure 8 – Commissioning Process



1.9 Mandate Process

- 1.9.1 Save for Component Projects in the initial Programme of Work for which Outline Business Cases shall be completed in accordance with paragraph 2.1 below, for each proposed Component Project the IIP shall undertake an initial phase of the Commissioning Process in order to filter out any non-viable Component Projects ("**Mandate Process**"). This process is intended to act as a filter before time and cost is incurred in developing the Outline Business Case.
- 1.9.2 The IIP shall complete a form describing the high level details of the Component Project ("**Mandate Form**") setting out:-
- (a) Proposal: the name of the proposal or project;
 - (b) Proposer: name of the person proposing the change;
 - (c) Date of report;
 - (d) Head of department sponsor;
 - (e) ACPO Lead or Chief Officer Sponsor - this support is required to raise this proposal to OCB;
 - (f) OCPB decision/action required: What decisions are required from OCPB, e.g. to proceed with Outline Business Case for project, to commission further work from enabling departments (ICT, HR, Estates etc.), to highlight a business problem or for information only etc;
 - (g) Business problem (What are the problems, areas for development or opportunities?);
 - (h) Business requirements (Discuss the potential alternative solutions which addresses the business problems identified);
 - (i) Strategic alignment and alignment to the TOM and Programme of Work (once Approved);
 - (j) Known interdependencies with other initiatives/Component Projects;
 - (k) Technical requirements (For Infrastructure, Systems, Applications, Devices and Equipment required to enable change);
 - (l) Reason/business driver for proposal (i.e. Strategic priority/legislative, operational, partnership opportunity, collaboration, customer service, efficiency etc.);
 - (m) Known enablers and enabling departments;
 - (n) Investment required (Cost and budget) capital and revenue;
 - (o) Expected benefits and dis-benefits;
 - (p) Organisation risk & issues of doing/not doing the change;
 - (q) Timescales (how long will it take to complete the change, what period are the costs based on and when can the benefits be realised);

- (r) Resources required to deliver the change;
 - (s) Assumptions;
 - (t) Dependencies;
 - (u) Proposed delivery approach (How will the change be delivered e.g. feasibility study, tendering process, in house development or 'off the shelf' solution);
 - (v) EDHR Considerations (equality and diversity considerations); and
 - (w) Sign off by the Design Authority.
- 1.9.3 The IIP shall be responsible for its costs in completion of the Mandate Process and such costs shall be recoverable by the IIP as part of the Spine Charges in accordance with Schedule 6.
- 1.9.4 The IIP shall submit each completed Mandate Form to the Design Authority in accordance with any agreed timetable detailed in the Mandate Form. The Design Authority shall review the Mandate Form and shall (either itself or it may escalate to OCPB in which case OCPB shall):-
- (a) Approve the Mandate Form and authorise the IIP to:-
 - (i) Commence preparation of the Outline Business Case in accordance with this Part C of the Services Description; or
 - (ii) Progress the Component Project via the Fast Track Process (in accordance with paragraph 6 below), subject to the Component Project meeting the criteria for the Fast Track Process, as specified at paragraph 6 below and commence preparation of the Detailed Business Case in accordance with this Part C of the Services Description; or
 - (b) reject the Mandate Form in which case the Design Authority/OCPB shall either:-
 - (i) require the IIP to amend the Mandate Form and re-submit such Mandate Form to the Design Authority/OCPB (as appropriate) within 10 Working Days of the request for the amendment in accordance with this paragraph 1.9.4;
 - (ii) escalate the Mandate Form to the next OCB for its approval or sign off following which the provisions of Clause 1.9.4 (a) shall apply; or
 - (iii) abandon the Mandate Form in which case the IIP shall not be required to carry out any further work in respect of the Component Project.
- 1.9.5 The IIP shall report to the OCB on a monthly basis on the Mandate Forms currently under consideration to ensure that OCB has visibility of the likely pipeline of Outline Business Cases being considered by the IIP.

- 1.9.6 For the avoidance of doubt, any Mandate Form may be subject to approval by the Commissioner and/or Chief Constable in accordance with the Scheme of Governance and/or Schedule 7.

2. **OUTLINE BUSINESS CASE**

- 2.1 For each Component Project in the agreed initial Programme of Work, the IIP shall develop an Outline Business Case as part of its Deliverable for the Programme of Work.

- 2.2 Subsequently, for all Component Projects which are approved as part of the Mandate Process set out in paragraph 1.9 above and/or otherwise submitted through the Commissioning Process 1.3 above, the IIP shall prepare an outline business case for the Component Project ("**Outline Business Case**") setting out, as a minimum, the following:-

2.2.1 **Executive Summary**

- (a) The issue
- (b) Aims, objectives and business need
- (c) The recommendation
- (d) Purpose of the assessment phase
- (e) Forecast cost of assessment
- (f) Estimate of the highest acceptable cost of solution
- (g) Timing of Detailed Business Case approval

2.2.2 **Background**

- (a) Alignment with strategy and TOM (once Approved)
- (b) Current problems or capability gaps
- (c) Drivers for change
- (d) What is the business need?
- (e) Other business drivers (e.g. obsolescence)
- (f) How will the proposed change provide benefit?
- (g) Progress to date

2.2.3 **Business objectives/Requirements**

- (a) Summary of the business objectives
- (b) Shortcomings of the existing activity
- (c) High-level business benefits of developing the capability
- (d) Key business risks
- (e) User requirements

- (f) Confirmation of key stakeholder agreement and commitment

2.2.4 Assumptions and dependencies

- (a) Relationship to other initiatives
- (b) Funding limitations
- (c) Timing restrictions
- (d) Whether the IIP considers that the Component Project is likely to result in any Intellectual Property Rights arising and if so, the IIP's proposal in relation to the protection and/or exploitation of such Intellectual Property Rights
- (e) Any resource required from the IIP, the Commissioner and/or the Chief Constable to develop the Outline Business Case into a Detailed Business Case
- (f) any Linked Component Projects

2.2.5 Description of Options

- (a) Document the various options
- (b) Evaluation of options against baseline (include 'do nothing' and 'do minimum' options where applicable) including
 - (i) Strategic alignment and TOM alignment
 - (ii) Advantages
 - (iii) Disadvantages
 - (iv) Estimated cost
 - (v) Anticipated benefits
 - (vi) Risks
 - (vii) Assumptions
- (c) Impact of the options including:
 - (i) Training requirements
 - (ii) New working procedures
 - (iii) Changes to infrastructure (including IT)
 - (iv) Cultural change
- (d) An outline of the appropriate procurement and contractual route to deliver the Component Project in accordance with paragraph 5 below.

2.2.6 Investment Appraisal

- (a) VFM based on comparison of NPV of options and baseline

- (b) Affordability based on WLC
- (c) Affordability statement from finance
- (d) Benefits (tangible and intangible)
- (e) Impact on staff numbers
- (f) Source and derivation of savings

2.2.7 Risk Assessment

- (a) Major risks and dependencies of the project options (probability and impact)
- (b) Risk ownership
- (c) Mitigation plans
- (d) Sensitivity analysis of risks and combination of risk

2.2.8 Conclusion

- (a) Main pros and cons of each option
- (b) Any recommendations or down selects with rationale for rejections
- (c) Brief description of the options to be taken forward
- (d) Total project costs/affordability
- (e) Anticipated benefits
- (f) How it contributes to the strategic goals of WMP/TOM delivery

2.3 Where there are Linked Component Projects then all such Linked Component Projects must be submitted to the Commissioning Process together as one set of Component Projects. For the avoidance of doubt, each Component Project within a series of Linked Component Projects shall still be subject to sign off as individual Component Projects.

2.4

2.5 The IIP shall work in conjunction with the Portfolio Team in developing the Outline Business Case for each Component Project and shall submit to the Design Authority for sign off prior to submission to the OCB in accordance with the following paragraph.

2.6 Following approval by the Design Authority in accordance with paragraph 2.5 above, the IIP shall submit the Outline Business Case to the OCB for its approval in accordance with any agreed timetable in the Programme of Work. The OCB (or where required under the Scheme of Governance the Commissioner and/or Chief Constable) shall either:-

2.6.1 approve the Outline Business Case and authorise the IIP to either:-

- (a) commence preparation of the Detailed Business Case in accordance with this Part C of the Services Description; or

- (b) follow the fast track process set out in paragraph 6 below; or
- 2.6.2 reject the Outline Business Case in which case the Commissioner shall either:-
 - (a) require the IIP to amend the Outline Business Case and re-submit such Outline Business Case to the next scheduled OCB; or
 - (b) abandon the Outline Business Case in which case the IIP shall not be required to carry out any further work in respect of the Outline Business Case and the Commissioner shall be entitled to either cease implementation of the Component Project or to procure the solution on the open market.
- 2.7 For the avoidance of doubt, any Outline Business Case may be subject to approval by the Commissioner and/or the Chief Constable in accordance with Schedule 7.
- 2.8 Where an Outline Business Case is approved in accordance with paragraph 2.6.1 above, the OCB will also consider and, where appropriate, approve the WMP resource to assist the IIP and the IIP resource required to develop the Detailed Business Case in accordance with this Commissioning Process.
- 2.9 For the avoidance of doubt, where an Outline Business Case fails to meet the Acceptance Criteria, and the OCB requires it to be amended and resubmitted in accordance with paragraph 2.6.2 (a) then the IIP shall be required to re-do or re-work the Outline Business Case at its own cost, until such time as the Outline Business Case meets the Acceptance Criteria. Any dispute as to whether an Outline Business Case meets the Acceptance Criteria shall be dealt with in accordance with Clause 69.

2.10

3. DETAILED BUSINESS CASE

- 3.1 Following approval of the Outline Business Case under paragraph 2.6.1 above, the IIP shall prepare a detailed business case for the Component Project ("**Detailed Business Case**") setting out as a minimum, the following:-

3.1.1 Executive Summary

- (a) Summary of aims, objectives and business need referencing the Outline Business Case
- (b) The recommendation
- (c) The costs and benefits of implementing the preferred option
- (d) Timing of project delivery

3.1.2 Background

- (a) Alignment with strategy and TOM (once Approved)
- (b) Current problems or capability gaps
- (c) Drivers for change

- (d) What is the business need?
- (e) Other business drivers (e.g. obsolescence)
- (f) How will the proposed change provider benefit?

3.1.3 Business Objectives/Requirements

For each of the following highlighting any changes from Outline Business Case:

- (a) Summary of the business objectives
- (b) Shortcomings of the existing activity
- (c) High-level business benefits of developing the capability
- (d) Key business risks
- (e) Commissioner Requirements
- (f) Confirmation of key stakeholder agreement and commitment.

3.1.4 Assumptions and Dependencies

- (a) Relationship to other initiatives
- (b) Funding limitations
- (c) Timing restrictions
- (d) Any Linked Component Projects

3.1.5 Description of Options

- (a) Document the options taken forward in the Outline Business Case
- (b) Evaluation criteria utilised
- (c) Evaluation of options including:-
 - (i) Compliance with Commissioner Requirements
 - (ii) Strategic alignment and TOM alignment
 - (iii) Advantages
 - (iv) Disadvantages
 - (v) Estimated cost including the full life cost and any relevant savings
 - (vi) Anticipated benefits (financial and non-financial and a timetable for realising the benefits)
 - (vii) Risks (including any potential impact on business as usual)
 - (viii) Assumptions

- (ix) An explanation of how the option meets the Commissioning Criteria
- (x) Timetable for implementation of project
- (xi) The effect (if any) on any employees of the Commissioner and/or Chief Constable, including any potential transfer of any such employees
- (xii) An equipment strategy and risk transfer assumptions
- (xiii) Consideration of a piloting approach to prove the feasibility and benefits of a particular solution for a ring-fenced budget
- (d) Impact of the options including:-
 - (i) Training requirements
 - (ii) New working procedures
 - (iii) Changes to infrastructure (including IT)
 - (iv) Cultural change
- (e) Summary of evaluation results
- (f) Statement of preferred option
- (g) An outline of the appropriate procurement and contractual route to deliver the Component Project in accordance with paragraph 5 below.

3.1.6 Investment Appraisal

- (a) VFM based on comparison of NPV of options and baseline
- (b) Affordability based on WLC
- (c) Affordability statement from finance
- (d) Benefits (tangible and intangible)
- (e) Impacts on staff numbers
- (f) Source and derivation of savings
- (g) a value for money and affordability assessment:
 - (i) explaining why the IIP's proposals represent value for money taking into account both estimated capital cost and whole life cost for the Component Project; and
 - (ii) confirming that the IIP's proposals for the Component Project would meet any relevant targets and commitments agreed with the Commissioner in relation to continuous improvement;

3.1.7 Risk assessment

- (a) Major risks and dependencies of the project options (probability and impact)
- (b) Risk ownership
- (c) Mitigation plans
- (d) Sensitivity analysis of risks and combinations of risks
- (e) A risk assessment of the impact on business as usual

3.1.8 Conclusion

- (a) Main pros and cons of each option
- (b) Recommendation for adoption with rationale
- (c) Total costs/affordability
- (d) Anticipated benefits.
- (e) How it contributes to strategic goals/TOM Delivery.

3.1.9 Each Detailed Business Case shall annex a draft Work Order.

3.2 The IIP shall submit each Detailed Business Case to the Design Authority for sign off prior to submission to the OCB in accordance with the following paragraph.

3.3 Subject to approval by the Design Authority in accordance with paragraph 3.2 above, the IIP shall submit the Detailed Business Case to the OCB, within three (3) months of the approval of the Outline Business Case (or such other period as the parties agreed at the approval of the Outline Business Case).

3.4 The costs incurred by the IIP in developing the Detailed Business Case shall, subject to paragraph 3.11 below, be chargeable in accordance with the provisions of Schedule 6.

3.5 Following submission of the Detailed Business Case, the OCB (or where required under the Scheme of Governance the Commissioner and/or Chief Constable) shall either:-

3.5.1 approve the Detailed Business Case (and where the IIP is to provide the Services set out in such Detailed Business Case) the parties shall negotiate in good faith to finalise the Work Order and sign the relevant Work Order in accordance with the Work Order Procedure;

3.5.2 require (acting reasonably) that the IIP provides further information for the OCB to consider and which the IIP shall provide to the OCB within 10 Working Days of such request and following which the OCB shall re-consider the Detailed Business Case in accordance with this paragraph 3.5;

3.5.3 require an extension of time during which the OCB may (as appropriate and proportionate) either:-

- (a) commission some due diligence into the Detailed Business Case (and may request the IIP to support this by drawing on its global network of specialists and QA Director (as defined in the Resource Plan));

- (b) carry out a benchmarking exercise in accordance with paragraph 7 below;
- (c) seek independent assurance of the Detailed Business Case from a third party to ensure that such Detailed Business Case meets the Commissioning Criteria;

and following any of the above the OCB shall re-consider the Detailed Business Case in accordance with this paragraph 3.5 in light of the additional information obtained;

3.5.4 reject the Detailed Business Case (either on the grounds it fails to meet the Commissioning Criteria or otherwise) in which case the Commissioner shall either:-

- (a) subject to paragraphs 3.11 and 3.12, require the IIP to amend the Detailed Business Case and re-submit such Detailed Business Case to the next scheduled OCB in accordance with this paragraph 3.5 provided, however, that where the Detailed Business Case has met the applicable Acceptance Criteria the Commissioner shall pay for any such additional work in accordance with the rates set out in Schedule 6; or
- (b) abandon the Detailed Business Case in which case the IIP shall not be required to carry out any further work in respect of the Detailed Business Case and the Commissioner shall be entitled to either cease implementation of the Component Project or to procure the solution on the open market.

3.6 For the avoidance of doubt, where the Detailed Business Case is rejected in accordance with Clause 3.5.4(b) above, the IIP shall permit the Commissioner to utilise the Detailed Business Case (or elements thereof) in order to procure the solution on the open market (and the IIP shall prepare all such Detailed Business Case required under this Agreement in sufficient detail to ensure it is capable of such use if required).

3.7 If, following the Commissioning Process, a decision is made to procure the proposed solution via the open market, the IIP may be required to support the design of the solution or identify relevant industry standards and to aid integration.

3.8 In developing the Detailed Business Case, the IIP shall liaise with the Portfolio Team, relevant stakeholders and end users (in the case of stakeholders and end users such stakeholders and end users to be such persons or organisations as the Commissioner in consultation with the IIP considers appropriate).

3.9 Any and all information and other input or feedback provided by the Portfolio Team to the IIP shall, unless expressly stated otherwise by the Commissioner, be provided without warranty and shall be without prejudice to the Commissioner's rights to approve or not approve any Component Project as, in its absolute discretion, it deems fit under this Part C of the Services Description.

3.10 For the avoidance of doubt, any Detailed Business Case may be subject to approval by the Commissioner and/or the Chief Constable in accordance with Schedule 7.

3.11 For the avoidance of doubt, where a Detailed Business Case meets the Acceptance Criteria, then the IIP shall be entitled to payment in accordance with paragraph 3.4 above even if the Detailed Business Case is subsequently rejected by the Commissioner under this Schedule.

- 3.12 For the avoidance of doubt, where a Detailed Business Case fails to meet the Acceptance Criteria, and the OCB requires it to be amended and resubmitted in accordance with paragraph 3.5.4(a), then the IIP shall be required to re-do or re-work the Detailed Business Case at its own cost, until such time as the Detailed Business Case meets the Acceptance Criteria. Any dispute as to whether an Outline Business Case meets the Acceptance Criteria shall be dealt with in accordance with Clause 69.
- 3.13 The IIP shall utilise its media team as part of its day to day operations to 'horizon scan' for socio-political impacts to give early insight and flag potential programme risks.

4. COMMISSIONING CRITERIA

- 4.1 For the purposes of this Schedule, "**Commissioning Criteria**" means the criteria against which any Component Project is judged in determining whether it achieves Detailed Business Case approval. For the avoidance of doubt, the OCB shall, in its discretion, determine whether or not to approve a Detailed Business Case or Component Project whether or not it meets the Commissioning Criteria. The parties shall refine the criteria as part of the Commissioning Process. However, it is envisaged that these shall include as a minimum:
- 4.1.1 the Component Project supports the achievement of the objectives set out in Clause 2.1 of this Agreement;
 - 4.1.2 the Component Project is affordable under the current spending review and against future trends;
 - 4.1.3 the Component Project represents best value for money based on full life cycle costs (and this has been demonstrated) with an option for independent review/benchmarking to give further value for money evidence;
 - 4.1.4 the Component Project demonstrates the ability of WMP to sustain the service, resource or system without the IIP;
 - 4.1.5 the Component Project harnesses and utilises the knowledge and expertise of WMP workforce and includes knowledge transfer/exit requirements for WMP to sustain the service, resource or system;
 - 4.1.6 the Component Project creates opportunity for the Commissioner to achieve a return on the investment;
 - 4.1.7 the Component Project brings wider benefits to the West Midlands and demonstrates a clear social impact/value;
 - 4.1.8 the Commissioner is satisfied that the Detailed Business Case meets the Commissioner's Requirements and provides traceability from requirements to costs and solution, including non-functional requirements and data and hardware/software standards;
 - 4.1.9 the Detailed Business Case contains all the information required pursuant to paragraph 3 (or otherwise agreed by the parties);
 - 4.1.10 the Component Project meets the Commissioner's requirements as identified at the time a Outline Business Case was approved;
 - 4.1.11 the implementation of the Component Project would not breach any Laws;
 - 4.1.12 the Detailed Business Case is made within the maximum time period specified pursuant to paragraph 3.2 (failure to do so shall mean the Commissioning Criteria are not met entitling the Commissioner, at its discretion, to reject the Detailed Business Case); and

- 4.1.13 in accordance with the Agreement, any Work Order submitted with a Detailed Business Case will have been created on an open book basis and developed using an agreed estimating approach and rate cards (together with appropriate benchmark/market data (where required) to validate the estimates) and the commercial incentive model (risk/reward) is aligned to payment outcomes with example scenarios and it includes a payment profile including milestones (where applicable)..
- 4.2 Following receipt of the Detailed Business Case, the Commissioner shall be entitled to call for such reasonable information as it considers appropriate for it to decide whether the Detailed Business Case meets the Commissioning Criteria. The IIP shall reply promptly to all such requests for further information and assistance.
- 5. DELIVERY OF COMPONENT PROJECTS**
- 5.1 Each Component Project may be delivered in one of the following ways:-
- 5.1.1 by the IIP itself (which may include utilising WMP project/change resources);
 - 5.1.2 by the IIP acting as prime contractor and appointing a sub-contractor (which may include utilising WMP project/change resources);
 - 5.1.3 by the IIP acting as managing agent for WMP in procurement, design, implementation, integration and management of third parties;
 - 5.1.4 by the Commissioner and/or Chief Constable;
 - 5.1.5 by the Commissioner and/or Chief Constable appointing a third party; or
 - 5.1.6 by an alternative mutually agreed structure approved by the OCB (and the Commissioner and/of Chief Constable where required under the Scheme of Governance).
- 5.2 The IIP's Outline Business Case and Detailed Business Case must provide a full assessment on the future delivery options available for each Component Project (and/or Linked Component Projects) together with a detailed recommendation on approaches to procurement, implementation and costs and why this benefits the Commissioner. The roles and obligations of parties for each Component Project must be described in the Detailed Business Case submitted for approval. In these scenarios the IIP may provide the following support as agreed on a case-by-case basis as part of the Commissioning Process:
- 5.2.1 Aligning solutions with the vision, developing a requirements traceability matrix from design through to test conditions;
 - 5.2.2 Developing specifications that WMP and/or WMOPC are procuring including the integration criteria derived from the TOM architectures (people and change plans, process designs and the ICT integration criteria from the architecture blueprints), so that supplier solutions integrate into the existing Programme of Work and contract terms and conditions (including statement of work and acceptance criteria) can be drafted clearly and concisely.
 - 5.2.3 Providing architecture resources to review solutions, utilising industry and technology expertise, including vendor partners, to manage adherence to architectural standards using architectural review checklists.
 - 5.2.4 Supplier Performance Management, including the creation of integrated programme plans, creation of communications aligned to the overarching Communications Strategy and Communications Plan, identification of dependencies, and critical path analysis across Component Projects.

- 5.2.5 Supporting WMP in the management of 3rd party supplier procurement (For example, although WMP or WMOPC will be undertaking the formal procurement, the IIP can provide additional capacity to support creation of tender documentation and additional subject matter advice from its procurement experts and category managers.
 - 5.2.6 Providing advice during the procurement on recommended commercial mechanisms to help meet overall Programme of Work objectives, such as elements of a procurement that would be suitable for outcome-based reward. This would include advice on contractual mechanisms to integrate the Component Project into the Programme of Work, such as specific milestones, deliverables and dependencies that suppliers must meet in order to reduce risk of delivery and integration.
 - 5.2.7 Coordination of end-to-end integration testing, focusing on the interfaces between solutions particularly across component provider boundaries.
 - 5.2.8 Provision of impartial advice during procurement to facilitate discussions and resolving conflicts between WMP, WMOPC and potential suppliers, in relation to requirements, specifications or integration.
 - 5.2.9 Provision of project pilots, model offices, reference visits, subject matter expert input to WMP and WMOPC and supplier engagement sessions to stimulate the external market in support of procurement, both for WMP/WMOPC benefit and that of potential bidders.
- 5.3 Where applicable, the IIP will highlight within its assessment provided under paragraph 5.2 above, any dependencies and associated risks with the recommended procurement route, particularly regarding integration of disparate systems, procurement cost and any potential process delays together with its mitigating actions to reduce such risks.
- 5.4 The appropriate implementation route will be decided on a case by case basis through the Commissioning Process. The Commissioner reserves the right at all times to require that any Component Project is delivered by a different approach to that recommended by the IIP.
- 5.5 Where appropriate the IIP should consider the use of framework agreements available to the Commissioner and/or Chief Constable as an option to directly deliver the project or subcontracted options.
- 5.6 For the avoidance of doubt, this Agreement is not exclusive and, therefore, the Commissioner reserves the right to deliver any of the Services itself or appoint a third party to appoint such Services at any time.
- 6. FAST TRACK PROCESS**
- 6.1 In considering whether to approve a Component Project for the fast track process, OCB may (but is not obliged to) take account of the following criteria which would indicate a Component Project may be suitable for the fast track procedure:-
- 6.1.1 total value of the Component Project is below £100,000 (one hundred thousand pounds);
 - 6.1.2 the solution can only be sourced from one supplier; and/or
 - 6.1.3 the Component Project is an extension to an existing successful WMP contract.
- 6.2 If the OCB approves the fast track process for the approval of a Component Project:-

- 6.2.1 the IIP shall either, as determined by OCB:-
- (a) submit a Detailed Business Case for the Component Project in line with the process set out in paragraph 3 above; or
 - (b) submit a draft Work Order together with the information requested by the OCB in respect of such Component Project within 10 Working Days of the approval of the Outline Business Case;
- 6.2.2 Following receipt of the draft Work Order and such other additional information the OCB (and the Commissioner and/of Chief Constable where required under the Scheme of Governance) shall either:-
- (a) approve the Component Project in which case the parties shall enter into the Work Order in accordance with the Work Order Procedure; or
 - (b) reject the Component Project (either on the grounds it fails to meet the Commissioning Criteria or otherwise) in which case the Commissioner shall either:-
 - (i) require the IIP to amend the Work Order and re-submit such Work Order to the next scheduled OCB in accordance with this paragraph 6.2.2; or
 - (ii) abandon the Component Project and the Commissioner shall be entitled to either cease implementation of the Component Project or to procure the solution on the open market.

7. DELIVERABLES, ACCEPTANCE CRITERIA AND MILESTONES

7.1

7.1.2

7.1.3

7.2

8. BENCHMARKING

- 8.1 The Commissioner may, by written notice, require a benchmark review of any part of the Agreement including, without limitation, the Services, Charges or Service Levels ("**Benchmark Review**")
- 8.2 The purpose of a Benchmark Review is to ascertain whether the Charges attributable are, having regard to the Services and Service Levels, less than or equal to 10% more than the Median Price for Equivalent Services provided by a Comparison Sample ("**Good Value**").

- 8.3 The Commissioner anticipates that Benchmarking activity will be primarily associated with consideration of the options identified through development of an Outline Business Case and the anticipated charges associated with a Detailed Business Case generated as part of the Commissioning Process.
- 8.4 For the purposes of this paragraph 8:-
- 8.4.1 **"Median Price"** means in relation to the Equivalent Services provided by a Comparison Sample, the median price of the relevant services over the previous 12-month period. If there are an even-numbered number of organisations in the Comparison Sample then the Median Price will be the arithmetic mean of the middle two prices;
- 8.4.2 **"Equivalent Services"** means services that are identical, or similar in all material respects, to the applicable services to be provided and which are the subject of the Benchmark Review (including in terms of scope, specification, volume and quality of performance) that are generally available within the UK and are supplied to a customer similar in size to the Commissioner over a similar period; and
- 8.4.3 **"Comparison Sample"** means a sample of organisations providing Equivalent Services as determined in accordance with this paragraph 7.
- 8.5 Each Benchmark Review shall be performed by an independent third party appointed by agreement between the parties ("**Benchmarker**"). If the parties cannot agree on the independent third party within 5 Working Days of the request for a Benchmark Review under paragraph 8.1 above, the Commissioner may refer the matter for resolution by the Dispute Resolution Procedure.
- 8.6 Each party shall bear its own costs and expenses relating to a Benchmark Review, except that the costs and expenses of the Benchmarker shall be shared equally by the parties.
- 8.7 The Benchmarker shall conduct the Benchmark Review by applying the following general principles and criteria:
- 8.7.1 benchmarking shall be carried out in an independent and objective manner;
- 8.7.2 the Benchmarker shall be jointly instructed by the parties;
- 8.7.3 benchmarking shall be truly comparative in respect of the technology, services and service levels;
- 8.7.4 benchmarking shall be structured and undertaken in a way that causes the minimum disruption possible; and
- 8.7.5 immediately following selection of the Benchmarker, the parties and the Benchmarker shall agree the general principles and method of benchmarking.
- 8.8 The Commissioner's instructions to the Benchmarker shall require the Benchmarker to produce, and to send to each party for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of appointment of the Benchmarker. The plan shall include:
- 8.8.1 a proposed timetable for the Benchmark Review (including for delivery of the Benchmarking Report);
- 8.8.2 a description of the information that the Benchmarker requires each party to provide;

- 8.8.3 a description of the benchmarking methodology to be used; and
 - 8.8.4 details of any organisations providing Equivalent Services that the Commissioner proposes, having consulted with the IIP (and including any organisations providing Equivalent Services reasonably proposed by the IIP), and are included within the Comparison Sample.
- 8.9 In carrying out the benchmarking analysis, the Benchmarker shall have regard to the following matters when performing a comparative assessment of the Benchmarked Services:
- 8.9.1 the contractual and business environment under which the Equivalent Services are being provided;
 - 8.9.2 any front-end investment and development costs and expenses;
 - 8.9.3 the IIP's risk profile, including the financial, performance or liability risk (including any limitation or exclusion or limitation of the IIP's liability under this Agreement) associated with the provision of the Equivalent Services as a whole; and
 - 8.9.4 any other factors reasonably identified by the IIP which, if not taken into consideration, could unfairly cause the IIP's pricing to appear non-competitive.
- 8.10 Each party shall give notice in writing to the Benchmarker and to the other party within 5 Working Days after receiving the draft plan, advising whether it approves the draft plan or, if it does not approve the draft plan, suggesting amendments to that plan. Neither party may unreasonably withhold its approval of the draft plan and any suggested amendments shall be reasonable.
- 8.11 Where a party suggests amendments to the draft plan under paragraph 8.10, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 8.8 shall apply to any amended draft plan. If the Benchmarker believes that the suggested amendments are not reasonable then the Benchmarker shall discuss the amendments with the parties to reach a resolution. If the parties are unable to agree a resolution within 10 Working Days of the matter first being referred to each of them by the Benchmarker for discussion, then such matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 8.12 Failure by a party to give notice under paragraph 8.10 shall be treated as approval of the draft plan by that party.
- 8.13 Once the plan is approved by both parties, the Benchmarker shall carry out the Benchmark Review in accordance with it. Each party shall, to the extent it is not precluded from doing so by confidentiality obligations owed to third parties, provide the information described in the plan, together with any additional information reasonably required by the Benchmarker.
- 8.14 The Benchmarker shall share with the parties, in an even-handed manner, all data relating to the Benchmarking and the Benchmark Report (as defined below) to the extent that it is lawfully able to do so.
- 8.15 The selection of the Comparison Sample (both in terms of number and identity of entities) shall be a matter for the Benchmarker's professional judgement, but such sample shall not include entities providing Equivalent Services in offshore jurisdictions if, and to the extent that, the IIP is not itself providing the Benchmarked Service offshore.

- 8.16 In conducting the Benchmark Review, the Benchmarker shall apply correction factors to the information to take account of reasons for difference in accordance with his professional judgement. Such normalisation information shall be available for approval by the parties before the production of the Benchmarking Report.
- 8.17 The Benchmarker shall perform the Benchmark Review in a fully transparent and open manner, and shall promptly provide the Commissioner and the IIP with full details of all data and methodologies employed at all stages of the Benchmark Review.
- 8.18 The Benchmarker shall prepare a report ("**Benchmark Report**") setting out its findings. Those findings shall:
- 8.18.1 include a finding as to whether or not the Benchmarked Services as a whole are Good Value;
 - 8.18.2 include other findings regarding the quality and competitiveness or otherwise of the Services; and
 - 8.18.3 if the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Services, and in particular to the Charges, that would be required to make the Benchmarked Services Good Value.

SCHEDULE 3

SERVICES DESCRIPTION

PART D – CONTRACT MANAGEMENT AND INTEGRATION SERVICES

1. INTRODUCTION

- 1.1 Subject to Clause 5.5.12, the IIP will manage the end-to-end Programme of Work (including integration of Component Projects and supplier management of Component Project providers).
- 1.2 In order to achieve integration of the Programme of Work, the IIP shall carry out a number of phases of work in order to carry out the Contract Management and Integration Services. These are:-
 - 1.2.1 Portfolio integration - described in more detail in paragraph 2 below;
 - 1.2.2 Supplier integration - described in more detail in paragraph 3 below;
 - 1.2.3 Partner integration -described in more detail in paragraph 4 below;
 - 1.2.4 Business integration - described in more detail in paragraph 5 below; and
 - 1.2.5 Technical integration - described in more detail in paragraph 6 below.
- 1.3 Subject to Clause 5.5.12, the IIP shall manage all Component Projects (regardless of supplier) as one Programme of Work to ensure an integrated view can be presented to the Design Authority (as defined in Schedule 7) and OCB, with costs, benefits and risks correctly apportioned across the portfolio.
- 1.4 The IIP shall provide the resource as set out in the Resource Plan for the Contract Management and Integration Services. The IIP team responsible for delivery of the Contract Management and Integration Services is set out in Figure 9 below.

Figure 9 – Management of 'Spine' Organisation Structure

- 1.5 The IIP spine team set out above (or as varied from time to time), shall work alongside WMP to ensure that WMP has input and control as the Contract Management and Integration Services develop.
- 1.6 All of the Contract Management and Integration Services set out in this Part D of Schedule 3, shall be completed in line with the Programme Plan (see Appendix 4 of this Schedule).
- 1.7 The obligations set out in this Part D of Schedule 3 are in addition to those set out in Clause 5 (or otherwise) of the Agreement.
2. **PORTFOLIO INTEGRATION**
- 2.1 The IIP will programme manage the portfolio bringing together the five strands referred to in paragraph 1.2 above to ensure one change programme (including existing in-flight projects). The IIP shall pro-actively identify and work with the Commissioner and third party vendors to mitigate the challenges of the programme.

2.2 The IIP Relationship Director (as defined in the Resource Plan) will be accountable for the IIP's delivery of the portfolio and ultimately responsible for the Commissioner's satisfaction of the Services delivered by the IIP.

2.3 In order to achieve this the IIP shall deliver the following Services.

2.4 Programme Plan

2.4.1 The IIP shall create and maintain a detailed implementation plan aggregating a single view of activities, critical paths and milestone pass/fail criteria across the 5 integration lenses (portfolio, supplier, partner, business and technical) ("**Programme Plan**"). An initial draft of this is set out at Appendix 4 to this Schedule.

2.4.2 The Programme Plan will include activities across all organisations accountable for performing services (including, WMP, WMOPC, IIP, third party suppliers and partner organisations) and shall include a forward view of resources required to perform the tasks, resource dependencies and risk mitigation across all stakeholders.

2.4.3 Once the IIP has created the Programme Plan it shall be baselined by the IIP submitting the Programme Plan Deliverable for approval in accordance with Schedule 7. This Deliverable shall be submitted by the end of Month 1.

2.4.4 The IIP shall be responsible for keeping the Programme Plan (including the resourcing profiles for labour and OMGS) refreshed to take account of changes as a result of annual affordability reviews (carried out in accordance with Schedule 6), TOM/Programme of Work refreshes and any external triggers.

2.4.5 Any feedback from the Change Agent Network (collected in accordance with Appendix 1 to this Schedule 3) will be captured by the IIP and fed into any updated Programme Plan as reasonably required.

2.4.6 Each updated version of the Programme Plan (to reflect updates in accordance with paragraphs 2.4.3 – 2.4.5 of this Schedule or otherwise) shall be submitted by the IIP for approval in accordance with Schedule 7. Once approved, the parties shall agree to update the Programme Plan set out in Appendix 4 of this Schedule with the revised Programme Plan in accordance with the Change Control Procedure.

2.4.7 The IIP shall report to:-

(a) the Portfolio Team weekly meetings (as set out in Schedule 7) on progress against the Programme Plan. The IIP will recommend and implement interventions to proactively address issues arising;

(b) the Design Authority and OCB (as set out in Schedule 7) on the critical path view of the Programme Plan (being the critical milestones, deliverables, acceptance criteria and dependencies) and the IIP shall provide the Design Authority and/or OCB with further information on request.

2.5 Continuous Improvement Plan

2.5.1 The IIP shall be responsible for creating, maintaining and monitoring a Continuous Improvement Plan which will identify areas for IIP management focus across the Programme of Work.

- 2.5.2 The IIP shall prepare the first Continuous Improvement Plan Deliverable by the end of Month 6 and submit for approval in accordance with the provisions of Schedule 7.
- 2.5.3 The IIP will update this Continuous Improvement Plan regularly including to incorporate continuous improvement opportunities arising from, without limitation:-
- (a) lessons learned during the TOM design and implementation of subsequent Component Projects (both tactical improvements and longer term strategic changes as part of the TOM and programme of Work refresh);
 - (b) regular status and service management reporting (including staff and customer satisfaction surveys);
 - (c) Change Agent Network feedback sessions carried out in accordance with Appendix 1 to this Schedule 3;
 - (d) quarterly innovation sessions (where the IIP will focus on specific topics and audiences);
 - (e) through post-implementation reviews which the IIP shall carry out for each Component Project;
 - (f) less urgent solution requirements arising as Component Project requirements are created and commissioned;
 - (g) arising from in-flight Component Projects.
- 2.5.4 The IIP shall pro-actively manage project teams against the Continuous Improvement Plan actions using contractual, relationship and commercial levers, maintain performance information, gather stakeholder feedback, report highlights and recommend actions to the OCB monthly.
- 2.5.5 Any updates to the Continuous Improvement Plan Deliverable in accordance with paragraph 2.5.3 above shall be submitted for approval in accordance with Schedule 7.

2.6 **Benefits Management and Handbook**

- 2.6.1 In order to ensure that the realisation of business benefits across the Programme of Work is integrated and consistent, the IIP shall:-
- (a) develop the Benefits Handbook Deliverable by the end of Month 3 for approval in accordance with Schedule 7;
 - (b) apply consistent benefits realisation methodology across Component Projects in order to define, track and focus teams on the realisation of planned benefits;
 - (c) ensure that the Benefits Manager and PMO Lead (each as defined in the Resource Plan) shall work alongside the teams developing Outline Business Cases and Detailed Business Cases under the Commissioning Process; and
 - (d) input the benefits realisation data back into the Continuous Improvement Plan to inform corrective action and share best practice.

2.7 Quality Assurance Methodology

- 2.7.1 The IIP shall assure quality utilising the IIP's QA Director (as defined in the Resource Plan). The QA Director shall challenge the IIP to deliver to the required levels of quality set out in this Agreement and ensure that the IIP meets the broader expectations of the partnership including innovation and continuous improvement.
- 2.7.2 In Month 1 the QA Director will meet with representatives of the Chief Constable and Commissioner to capture the WMP and WMOPC delivery and partnership expectations and shall document these as the WMP/WMOPC Expectations Deliverable by the end of Month 1 for approval in accordance with Schedule 7.
- 2.7.3 During the Term, the IIP shall then report against these expectations in accordance with Schedule 7.
- 2.7.4 If requested by WMP, the QA Director will attend OCB to provide an update on IIP delivery quality and take feedback from the OCB members. Where required, the QA Director will engage the IIP's global experts to provide insight, support or advice when needed to continually improve the IIP's service at both a programme and individual Component Project level. This insight and challenge will be captured and documented in a performance improvement plan.

2.8 Engaging with stakeholders

- 2.8.1 The IIP will act as the advocate and conduit for stakeholders by:-
- (a) liaising with partners through the Partnership Alliance Manager (as defined in the Resource Plan);
 - (b) liaising with officers and staff through the IIP Change Lead (as defined in the Resource Plan) and the Change Agent Network in accordance with the provisions of Appendix 1 of this Schedule 3; and
 - (c) liaising with suppliers through the Supplier Performance Manager (as defined in the Resource Plan).
- 2.8.2 This shall be carried out in accordance with the Stakeholder Engagement Strategy and Approach identified in accordance with paragraph 5 below.

2.9 Programme reporting and MI

- 2.9.1 The IIP shall ensure regular and consistent reporting to WMP & WMOPC. This shall include a record of decisions, report of progress to stakeholders, proactive identification of actions and controlling risks and dependencies.
- 2.9.2 The IIP shall develop relevant reporting tools and templates to ensure that it is providing WMP with appropriate visibility and information at all times during the Term.
- 2.9.3 The IIP shall provide the Programme Status Reports Deliverable by the end of Month 1 for approval in accordance with Schedule 7.
- 2.9.4 As set out in Schedule 7, the Programme Status Reports shall include the following:-
- (a) for the weekly Portfolio Team meetings, the IIP shall report:-

- (i) against the Programme Plan (as referred to in paragraph 2.4 above). Such reports will include summaries of actions, dependencies, risks, mitigations, activity exceptions and rectifications together with early sight of deviation from plan using 'earned value' tracking metrics; and
 - (ii) on financial and non-financial benefits (at programme level supported by detail from individual project managers at Component Project level) during implementation of Component Projects and the results of any post-implementation reviews together with recommendations for acting on any risks, dependencies and mitigations relating to benefits realisation.
- (b) on a monthly basis (and/or on an ad hoc basis as reasonably requested by the Commissioner from time to time), the IIP shall provide summary reports on progress (which, where applicable shall include as a minimum the information set out in Schedule 7 and otherwise such information as the parties may agree):-
- (i) to the Design Authority;
 - (ii) to OCB (to include as a minimum the reporting requirements set out in Schedule 7); and
 - (iii) to stakeholders (e.g. Commissioner, Change Agents and partners).

2.9.5 In order to generate the above reports, the IIP will consolidate reporting from project managers of individual Component Projects into these programme wide reports. Such reports shall highlight and drive areas for action across the broader change team and supplier landscape.

2.9.6 The IIP shall upload all programme reports to the IIP intranet workspace and provide read only access to such records to WMP.

2.9.7 As the Programme of Work progresses the IIP shall consider establishment of a MI centre of excellence to allow reporting and analysis of more mature and accurate data 'real-time' across operations.

2.10 Action Log

2.10.1 The IIP shall be responsible for keeping a log of programme-related actions throughout the Term. The IIP will create a programme Action Log document which will include a description of the action, action owner, and supporting information to describe how the action was raised and to track how and whether the action has been completed. This document will be created in Month 1 and baselined as the Action Log Deliverable. The action log will then become a living document used for the governance purposes described in Schedule 7.

2.11 Programme Risk Management and Dependencies Map

2.11.1 The IIP shall create a risk register aligned to the Programme Plan. The risk register shall include, as a minimum, owners, impact, probability, mitigation and post-mitigation evaluation of identified risks.

2.11.2 The IIP shall provide the Risk Register Deliverable by the end of Month 1 for approval in accordance with Schedule 7.

- 2.11.3 The Risk Register shall be reported to WMP by the IIP at weekly Portfolio Team, and monthly to the Design Authority and OCB forums.
- 2.11.4 In addition to the Risk Register the IIP shall create and keep up to date a Dependencies Map which shall be reported as a sub-set of the Risk Register. The Dependencies Map Deliverable shall be provided by the end of Month 1 for approval in accordance with Schedule 7.
- 2.11.5 The IIP shall keep the Risk Register and Dependency Map Deliverables updated during the Term and obtain approval of any changes in accordance with Schedule 7. Updates shall be included from the following (without limitation):-
- (a) the IIP shall review the Risk Register and Dependency Map fortnightly with the WMP Head of Change and key project stakeholders to identify new risks and issues and to manage the process of mitigating actions;
 - (b) risks identified from Component Project reporting;
 - (c) risks identified from formal engagement forums (e.g. Change Agent Networks, supplier and partner forums); and
 - (d) broader stakeholder engagement (public roadshows during TOM design, open door sessions and public feedback).

3. SUPPLIER INTEGRATION

3.1

3.2 The IIP shall provide the Supplier Performance Balanced Scorecard Template Deliverable by the end of Month 3 for approval in accordance with Schedule 7.

3.3 In order to ensure the successful integration of suppliers the IIP shall (reporting to the WMP Head of Procurement or delegated representative):-

- 3.3.1 specify clear requirements, integration specification (derived from the TOM strategic blueprints) and associated acceptance criteria for new contracts;
- 3.3.2 monitor, manage and proactively improve Component Project providers' subsequent performance through a balanced scorecard of performance measures (based on the Supplier Performance Balanced Scorecard Template Deliverable), review meetings and point interventions as required;
- 3.3.3 aggregate the individual scorecards into a supplier dashboard used to measure, monitor and direct supplier progress and performance (and report to the OCB monthly on this).
- 3.3.4 through its IIP Supplier Performance Manager (as defined in the Resource Plan) establish and maintain relationships with existing suppliers in order to seek to avoid disruption to BAU (unless agreed in advance) by proactively managing expectations.
- 3.3.5 establish and operate a monthly supplier forum for suppliers to contribute to the cohesion of the IIP programme, raise cross-programme concerns and identify appropriate mitigations. The IIP will gather lessons learned from this forum and encourage suppliers to raise any feedback and/or strategic integration challenges which the IIP shall work with the suppliers to resolve.

The IIP shall also stimulate suppliers to bring forward latest relevant innovations to inform the Programme of Work;

- 3.3.6 publicise the proposed forward 2 year Programme of Work forecast in conjunction with wider opportunities within WMP to the wider market to promote timely engagement and innovation from other local and national vendors;
- 3.3.7 support WMP to ensure engagement of local, SME and third sector input in line with the Social Responsibility Act 2011 and to oversee any commissioning third sector providers engaged to deliver against WMOPC grant objectives; and
- 3.3.8 work with the Head of Procurement (or delegated representative) to address proactively any supplier performance issues and concerns, recommend mitigations, or as a final point of resource, escalate to OCB.

4. PARTNER INTEGRATION

- 4.1 The IIP shall engage with WMP partners throughout the delivery of the Services. This will include, without limitation:-

- 4.1.1

- 4.1.2 Alliance management – building links with those who do similar things in the policing and justice cycle; and

- 4.1.3 Collaboration – working with broader partners to enable the WMP vision.

- 4.2 As part of the wider Stakeholder Engagement Strategy & Approach (developed in accordance with paragraph 5 below), the IIP shall develop a partner strategy. This will align partner objectives to broker more effective working and mutually beneficial collaboration based on shared businesses cases developed with and by the IIP.

- 4.3 To develop the partner strategy the IIP shall undertake an initial assessment of existing partnerships, relationships, assets, dependencies, issues and governance to build an As-Is view of activity across WMP & WMOPC. This As-Is view will inform the TOM design and help identify areas to be addressed in the TOM and Programme of Work.

- 4.4 During the Term, the IIP shall (through the IIP Partnership Alliance Manager (as defined in the Resource Plan)):-

- 4.4.1 be the central point of IIP contact for partner engagement - the IIP will provide timely feedback, proactively identify and where reasonably possible resolve issues, address partner queries, concerns, risks or ideas about the Programme of Work and act as an 'independent' advocate for partners within WMP and WMOPC to drive the strategic partnering agenda;

- 4.4.2 establish and operate partnership forums (at an appropriate and realistic frequency to be agreed with WMP) for partners and WMP & WMOPC staff engaged in partnership working to broaden their understanding of partner objectives, build more strategic and high quality relationships to the benefit of all concerned and share best practice between different partner groups.

- 4.4.3

- 4.4.4 be a relationship broker to stimulate productive conversations and interactions with partners to align objectives, and develop shared understanding and goals;
- 4.4.5 be a coach to help overcome blockers and obstacles and maintain the pace of change;
- 4.4.6 identify enablers including technology improvements, people or process changes to drive interaction, reduce cost and increase performance for implementation in the Programme of Work; and
- 4.4.7 be an enforcer to drive compliance with initiatives, make sure commitments are delivered to time, and to track and manage actions and benefits.

5. BUSINESS INTEGRATION

5.1

5.2 In accordance with Appendix 1 of this Schedule 3, the IIP shall develop a Change Management Strategy and Approach and Change Management Plan and, in accordance with Appendix 2 to Schedule 7, the IIP shall develop a Communications Strategy and Communications Plan. These strategies and plans shall underpin the business integration in accordance with such provisions.

5.3 The (established in accordance with Appendix 1 of this Schedule) will be utilised to assist in definition and implementation of specific change interventions and will also input into the Continuous Improvement Plan (in accordance with paragraph 2.5 above). The IIP will monitor the success of interventions through feedback from Change Agents and further cycles of as set out in Appendix 1 to this Schedule. The IIP will use this feedback to inform further interventions and manage this through the Change Management Plan.

5.4 The IIP shall create and maintain a Stakeholder Engagement Strategy and Approach and Stakeholder Engagement Plan and use this to identify internal and external stakeholders impacted by the programme and how they will be impacted. The Stakeholder Engagement Plan will identify actions required to support, including actions to understand, address and feedback on any concerns that are raised.

5.5 The IIP shall provide the Stakeholder Engagement Strategy and Approach and Stakeholder Engagement Plan Deliverables by the end of Month 2 for approval in accordance with Schedule 7. The IIP shall be responsible for keeping the Stakeholder Engagement Strategy and Approach and Stakeholder Engagement Plan under review and up to date during the Term with any changes being subject to approval in accordance with Schedule 7.

5.6 The IIP will report monthly to OCB with a summary of the Stakeholder Engagement Strategy and Approach, the status of stakeholder engagement (by segmented group) and any thematic areas of concern. The IIP will use this to inform specific interventions.

5.7 The IIP shall drive appropriate additional stakeholder engagement and programme reporting activities (such as supplier/partner forums, weekly status, FAQs), enabling direction action to be taken to address any concerns.

6. TECHNICAL INTEGRATION

6.1

6.2

6.3

6.4 To achieve this, the IIP shall employ, strong programme management, architectural governance and methodological disciplines. It shall generate and document:-

6.4.1 technology architectures (being the Information Architecture Blueprint, the Security Architecture Blueprint, the Application Architecture Blueprint and the Technical Architecture Blueprint Deliverables generated as part of the TOM Services in accordance with Part A of this Schedule);

6.4.2 clear principles (such as design principles) which align to the Commissioner Requirements) and document these as part of the TOM Design Guiding Principles Deliverable prepared in accordance with Part A of this Schedule 3; and

6.4.3 desired ways of working (through the Service Integration Model Deliverable which the IIP shall provide by the end of Month 6 for approval in accordance with Schedule 7),

and use these as 'blueprints' for Component Projects within the Programme of Work to ensure that integration can be achieved across the Programme of Work. Each blueprint will detail component functions and areas for re-use and capacity sharing.

6.5 The IIP shall be responsible for (through the Design Authority or Technical Design Authority (as appropriate)) ensuring that Component Projects with a technology impact adhere to these blueprints. The IIP shall develop and employ a rigorous integration test regime to maintain quality and adherence to standards.

6.6 The blueprints generated in accordance with paragraph 6.3 above shall be updated by the IIP every 6 month to embrace new approaches and future innovations drawing on the quarterly innovation forums. Updates to the Deliverables shall be submitted for approval in accordance with Schedule 7.

6.7 In addition to the above, as part of the detailed Programme Plan (developed in accordance with paragraph 2.4 above), the IIP shall identify touch-points and interfaces between Component Projects and external systems. The IIP will manage the plan on a day to day basis to bring critical integration points together and identify the appropriate mitigations and take action to minimise any delays, risks or supplier performance issues.

6.8 For each Component Project, the IIP shall:-

6.8.1

- 6.8.2 as far as is reasonable, ensure each Component Project supplier is contractually required to map their testing approach to support the defined integration testing requirements;
 - 6.8.3 as far as is reasonable, ensure the Component Project supplier provides testable code in a common integration test environment at the appropriate time;
 - 6.8.4 consolidate test data management to support end-to-end testing of solutions;
 - 6.8.5 use process pilots in controlled 'model office' deployment areas where agreed to prove process changes alongside the new technology solutions;
 - 6.8.6 capture early user feedback and prioritise usability enhancements accordingly; and
 - 6.8.7 ensure there is no adverse impact on BAU for WMP, WMOPC, their partners and the public (unless agreed in advance with WMP).
- 6.9 The IIP shall also (through its Service Integration Lead (as defined in the Resource Plan)) be responsible for managing safe introduction of new systems and services into the 'live' environment and ensure support needs are in place through an appropriate service management regime. The IIP shall create and manage operational acceptance tests and service introduction plans. The IIP shall use regression testing as a key part of its development and deployment methodology and shall use this to confirm that vital components of existing systems will not be adversely impacted when new solutions are introduced.
- 6.10 The IIP shall be responsible for fully defining and documenting any new and significantly amended services in accordance with the service design principles of the ITIL 2011 framework.

7. DELIVERABLES, ACCEPTANCE CRITERIA AND MILESTONES

7.1

7.1.1

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7.2

7.3

7.3.1

APPENDIX 1 – CHANGE MANAGEMENT

1. INTRODUCTION

- 1.1 The IIP shall provide the change management services set out in this Appendix 1 across all of the Services to be provided by the IIP under this Agreement.
- 1.2 The IIP shall deliver change management interventions to identify areas of resistance to change and implement pragmatic actions to resolve them in respect of:-
 - 1.2.1 Mobilisation – described in more detail in paragraph 2 below;
 - 1.2.2 TOM Design - described in more detail in paragraph 3 below; and
 - 1.2.3 Implementation of Programme of Work - described in more detail in paragraph 4 below.
- 1.3 The IIP shall carry out the activities set out in this Appendix 1 in conjunction with the timetable set out in figure 10 below.

1.4 The IIP's team for the change management services, shall work alongside WMP to ensure that WMP has input and control throughout the programme.

2. **MOBILISATION**

2.1 The IIP shall engage (in accordance with the provisions of paragraph 2.3.2 of Part A of Schedule 3) with stakeholders to set a common understanding of the IIP programme (stemming any early concerns).

2.2 In accordance with paragraph 3 of Part A of Schedule 3, the IIP shall structure initial introductions and communications to demonstrate a joint, aligned team between the IIP and WMP with a common vision of the transformation journey.

2.3 During the Mobilisation Period, the IIP shall validate and agree with WMP the roles of the groups within the Change Agent Network in accordance with paragraph 3.10.5 below.

3. **TOM DESIGN**

3.1 The IIP shall develop an overall Change Management Strategy and Approach for the programme by:-

3.1.1 conducting impact assessments in order to identify who is impacted by a change and how. This shall be completed in parallel with the TOM design to capture the nature and magnitude of changes for officers, staff and external stakeholders;

3.1.2 carrying out stakeholder analysis;

3.1.3 engaging with leadership;

3.1.4

3.1.5 building a training, communications and engagement strategy;

3.1.6 identifying business readiness and training requirements; and

3.1.7 introducing change measurement.

3.2 The IIP shall facilitate workshops with WMP and WMOPC leadership (and third parties where appropriate) to validate the change impacts that have been identified within the Change Management Strategy and Approach.

3.3 The IIP shall provide the Change Management Strategy and Approach Deliverable by the end of Month 2 for approval in accordance with Schedule 7.

3.4 The change impact assessment conducted in accordance with paragraph 3.1.1 and the workshops run under paragraph 3.2 will be used by the IIP to prepare a programme-level Change Management Plan of interventions aligned to the TOM and Programme of Work.

3.5 The Change Management Plan Deliverable shall be provided by the end of Month 2 for approval in accordance with Schedule 7. The IIP shall be responsible for keeping it up to date and submitting to WMP any changes for approval from time to time in accordance with Schedule 7.

3.6 Once approved, the IIP shall manage delivery of the interventions within the Change Management Plan.

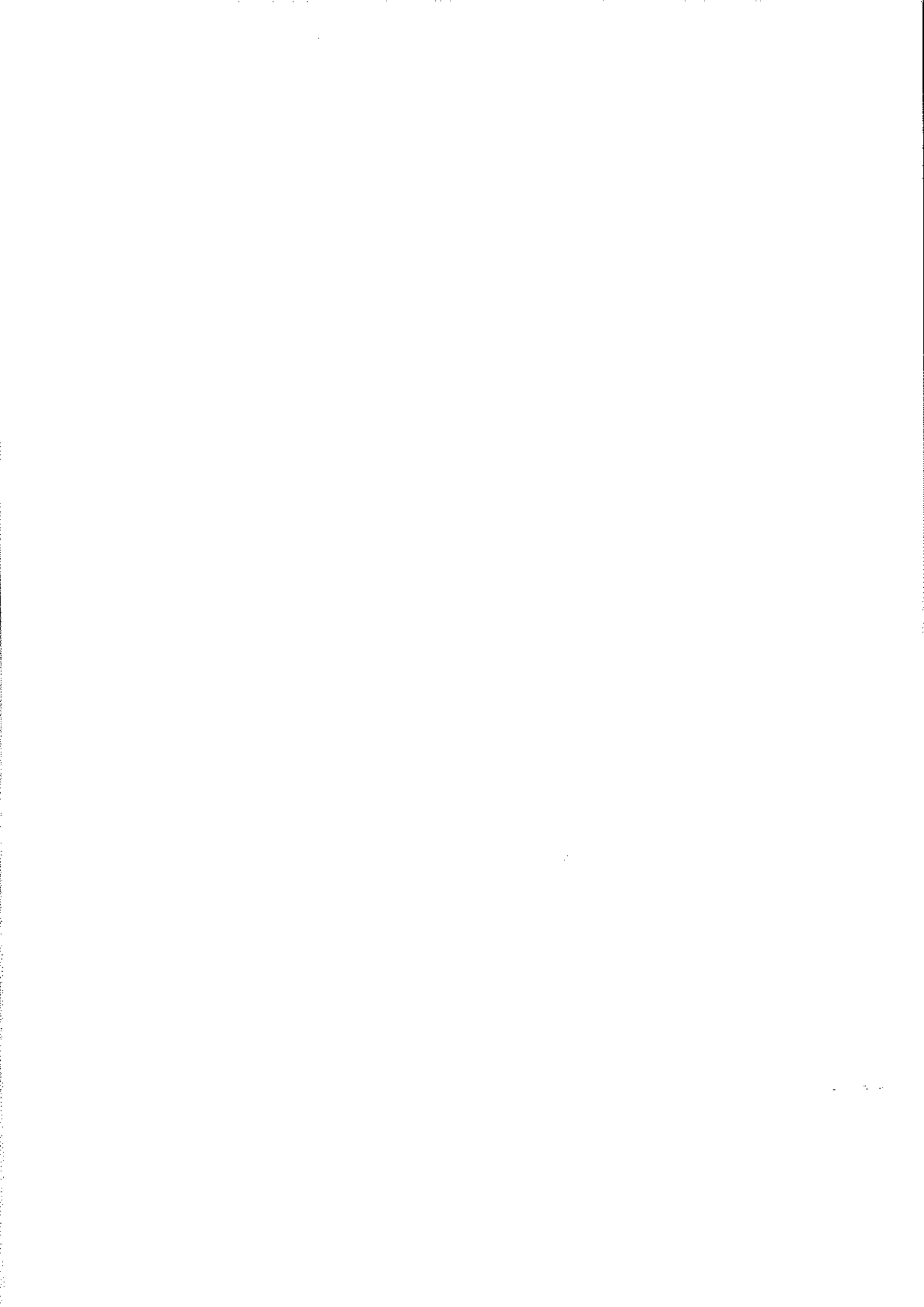
- 3.7 The IIP shall be responsible for ensuring that the change activities will be co-ordinated (including ; as detailed below) using its change management methodology, supporting toolkits and accelerators within Component Projects. These will cover local project-level activities required to assess change impacts, analyse stakeholders, manage communications and engagement, conduct training needs analysis and measure change progress.
- 3.8 The IIP shall provide training to relevant WMP Personnel on the methodology utilised under paragraph 3.7 to ensure a consistent and common approach and language.
- 3.9 The IIP shall consolidate the analysis conducted under the as part of the TOM Services in accordance with Part A of this Schedule 3 and update the Change Management Plan to reflect any additional change management initiatives as appropriate.

4. IMPLEMENTATION OF THE PROGRAMME OF WORK

- 4.1 As part of its sequencing of the Programme of Work in accordance with Part B of Schedule 3, the IIP shall factor the change analysis completed under paragraph 3 above into such sequencing to ensure that the Programme of Work will deliver the appropriate benefits whilst balancing the impact of change on people.
- 4.2 Once the Programme of Work is agreed, the IIP shall continue to monitor change impact through the interventions set out under paragraph 3 above.
- 4.3 The IIP shall support the interoperability of WMP change with external partners by thoroughly diagnosing the change requirement through a change impact assessment as part of its Outline Business Case and Detailed Business Case and shall plan this into the overall programme-wide Change Management Plan.
- 4.4 The IIP shall assist the : in managing change within their function and across functional boundaries using scheduled and informal networks and forums.

- 4.5 Within each Outline Business Case and Detailed Business Case, the IIP shall estimate the change management resource requirements. If the Component Project is approved the IIP shall work with WMP to mobilise the relevant change management activity.
- 4.6 The IIP shall monitor the delivery of Component Project change management and provide an appropriate level of information from Component Projects into a master programme-level change impact assessment and associated Stakeholder Management Plans and Communication Plans. These shall be reported to WMP:-
- 4.6.1 as part of the weekly status meetings; and
 - 4.6.2 monthly to OCB.
- 4.7 As part of its report, the IIP shall make recommendations in relation to the volume of change impacting different parts of WMP at specific points and, therefore, the likely impact on BAU. The IIP shall support WMP in managing any impact on BAU.
- 4.8 The IIP will manage change at the programme level through supporting individual Component Project managers with project-specific change management.
- 4.9
- 4.10
- 4.11

APPENDIX 2 – KNOWLEDGE TRANSFER





5.10

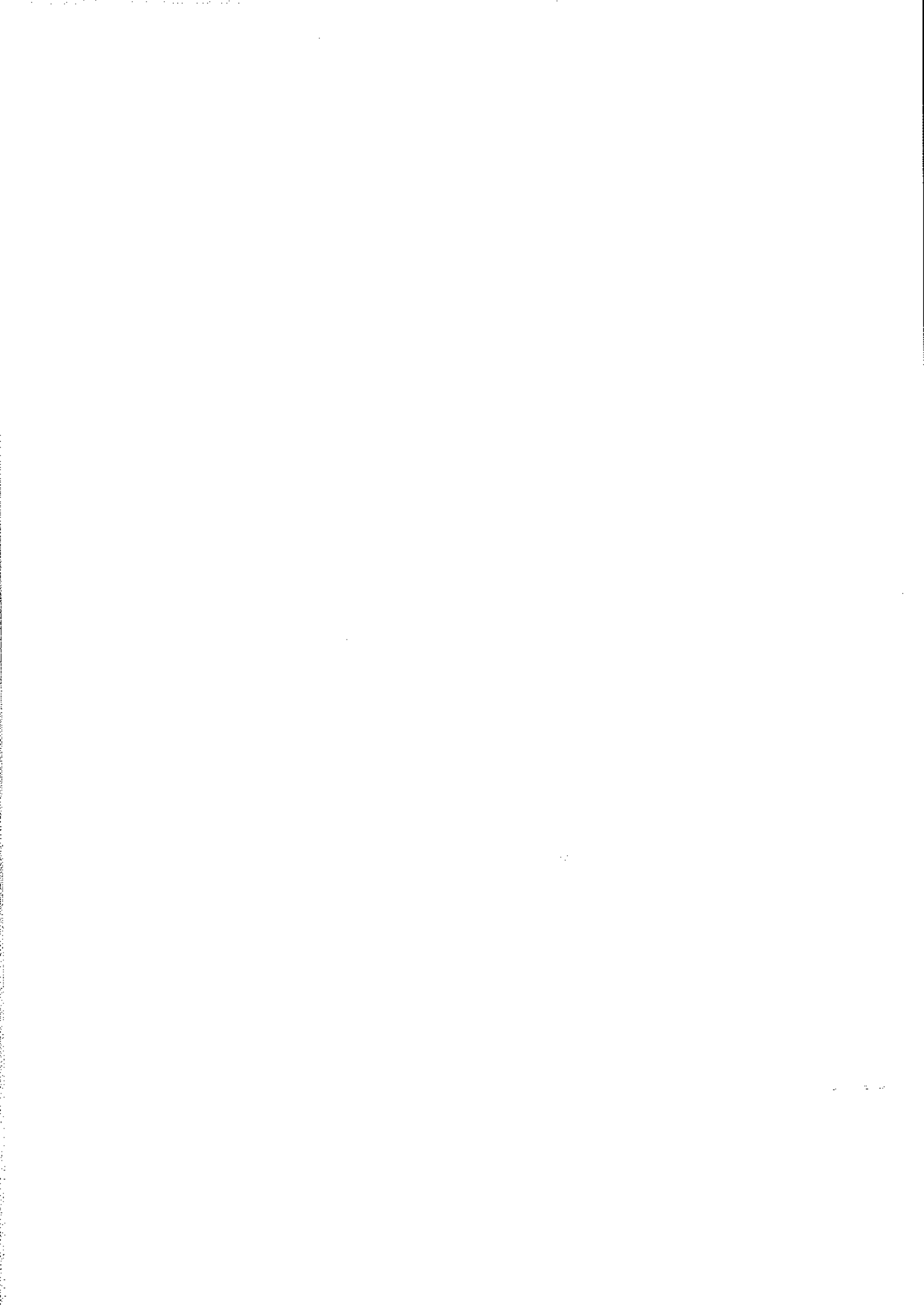
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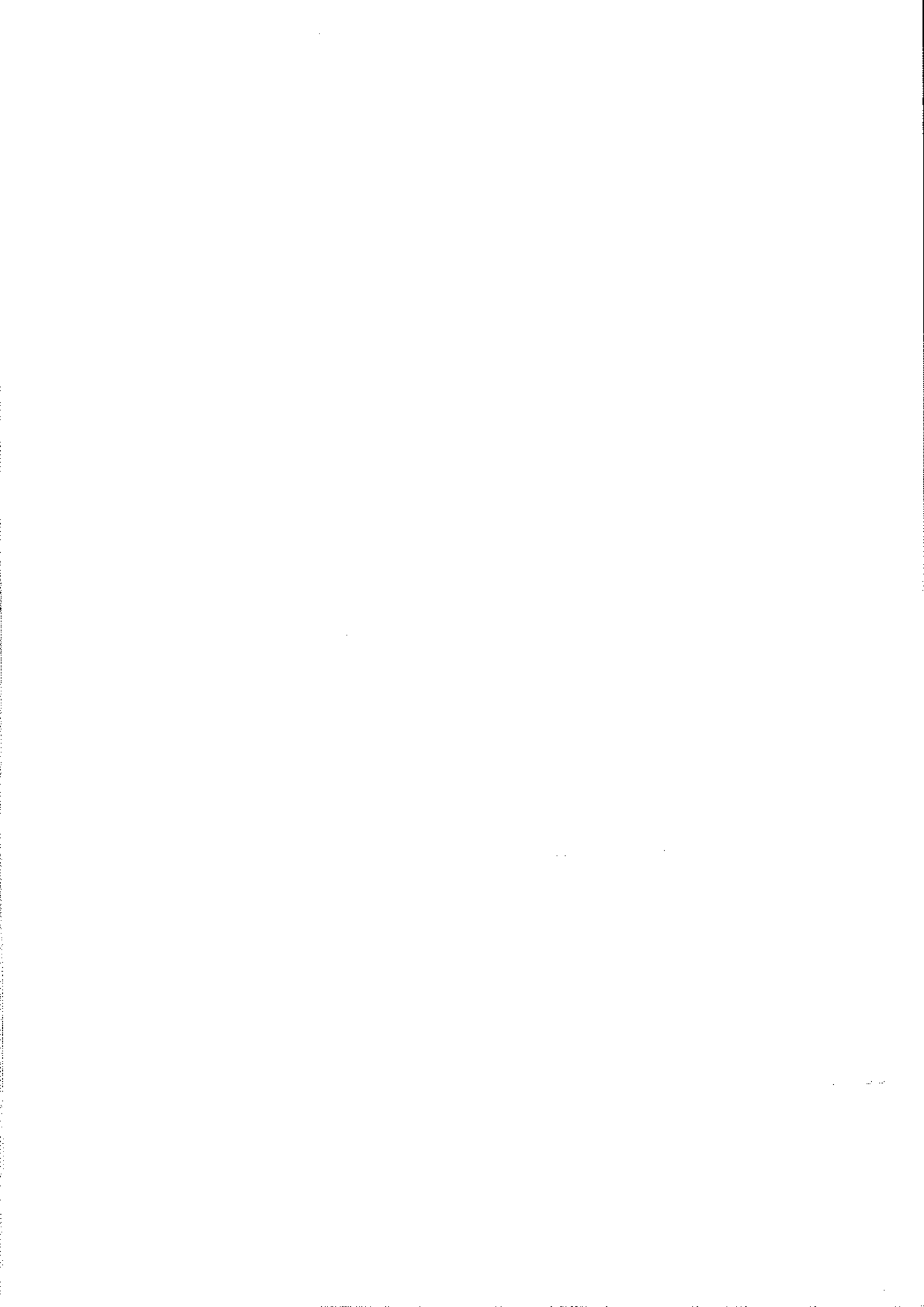
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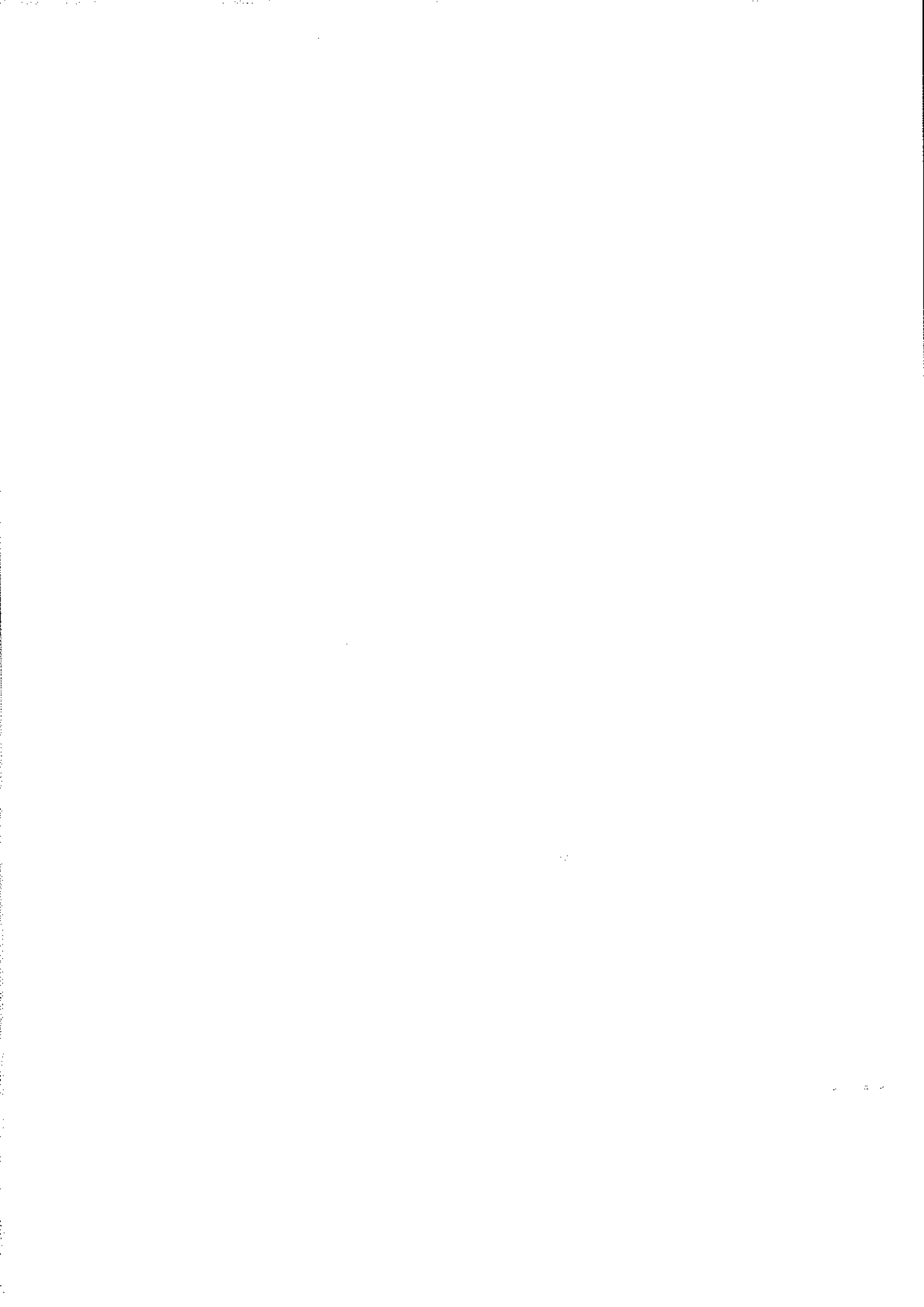
APPENDIX 3 – DELIVERABLES, ACCEPTANCE CRITERIA AND MILESTONES

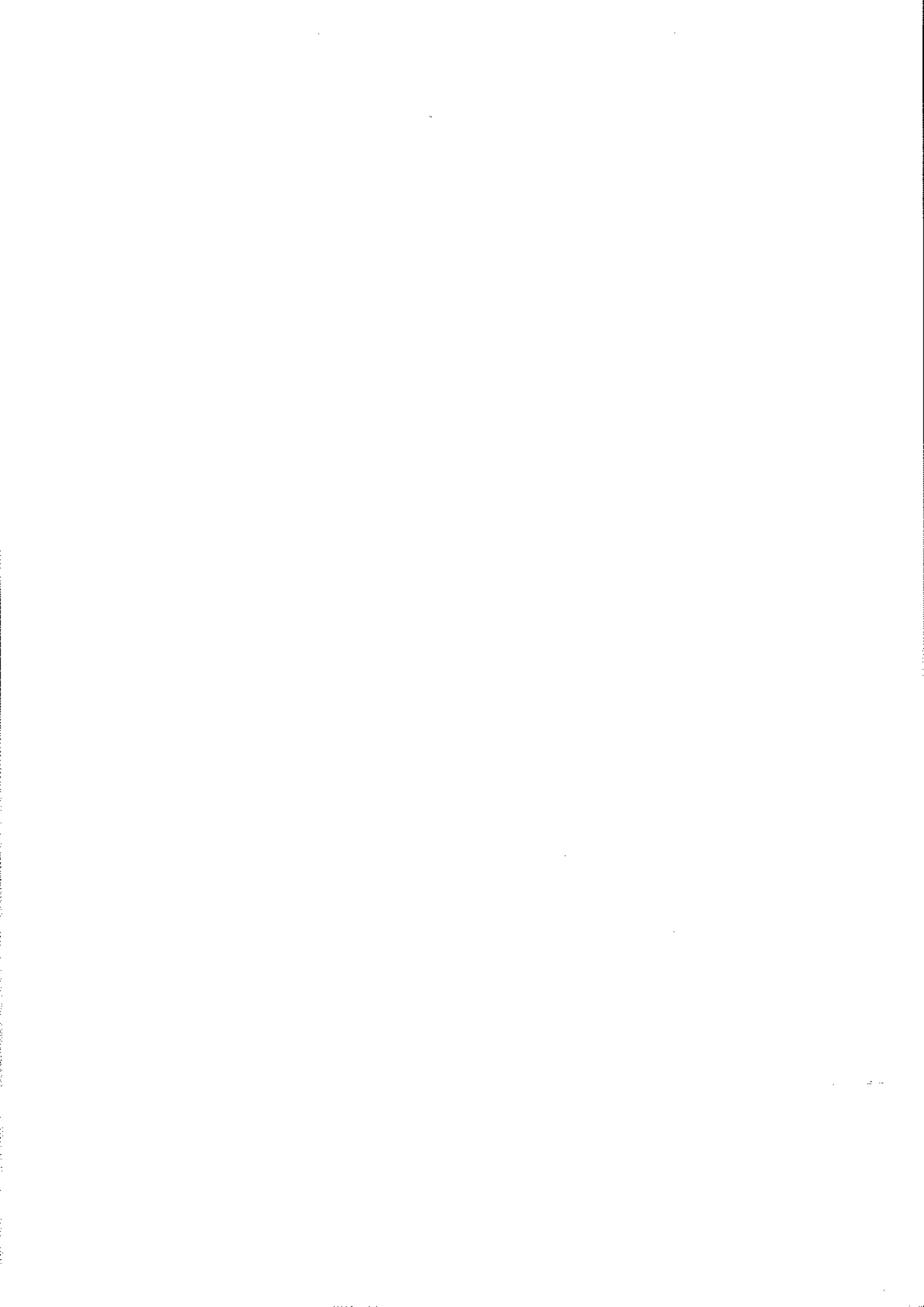


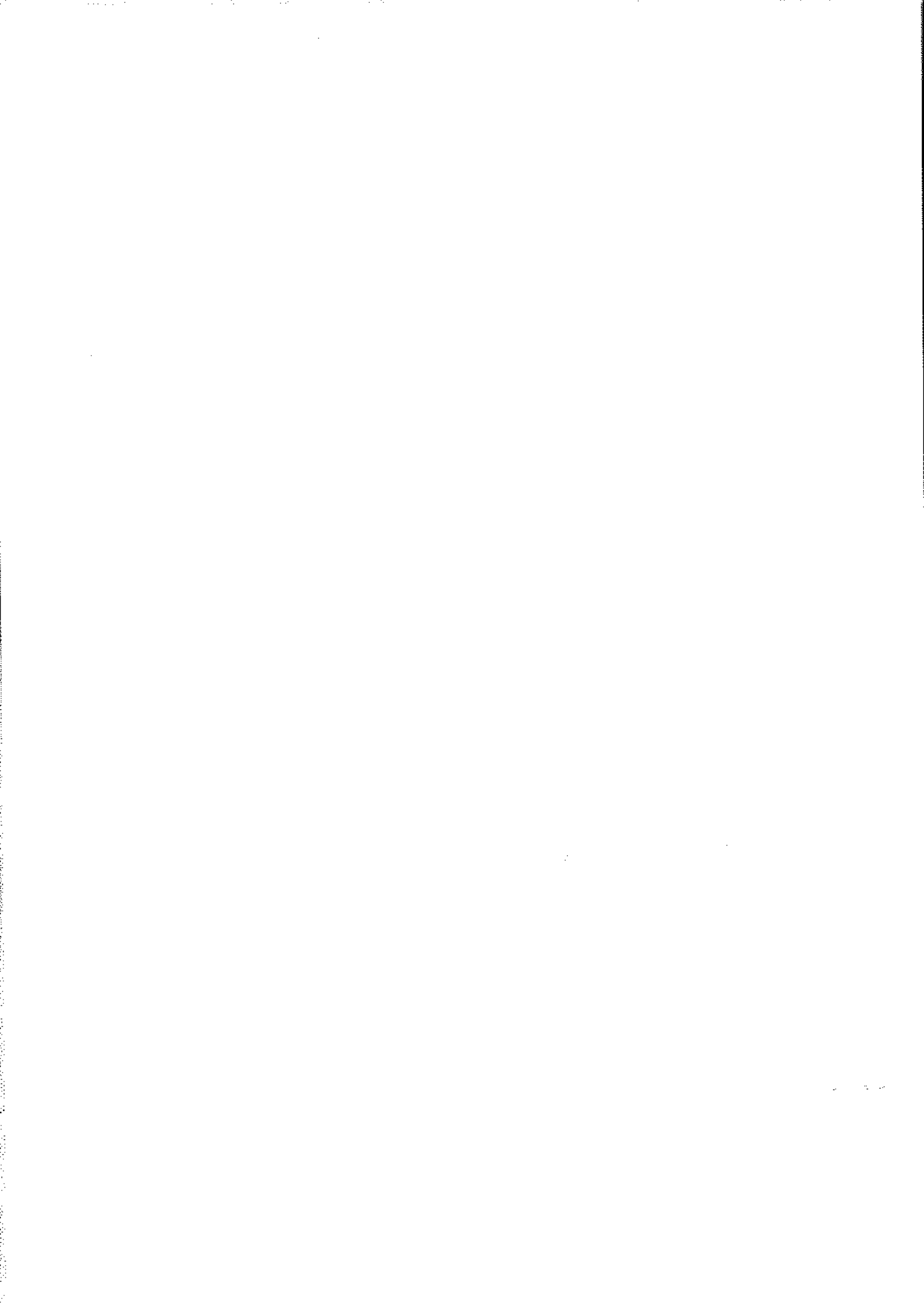


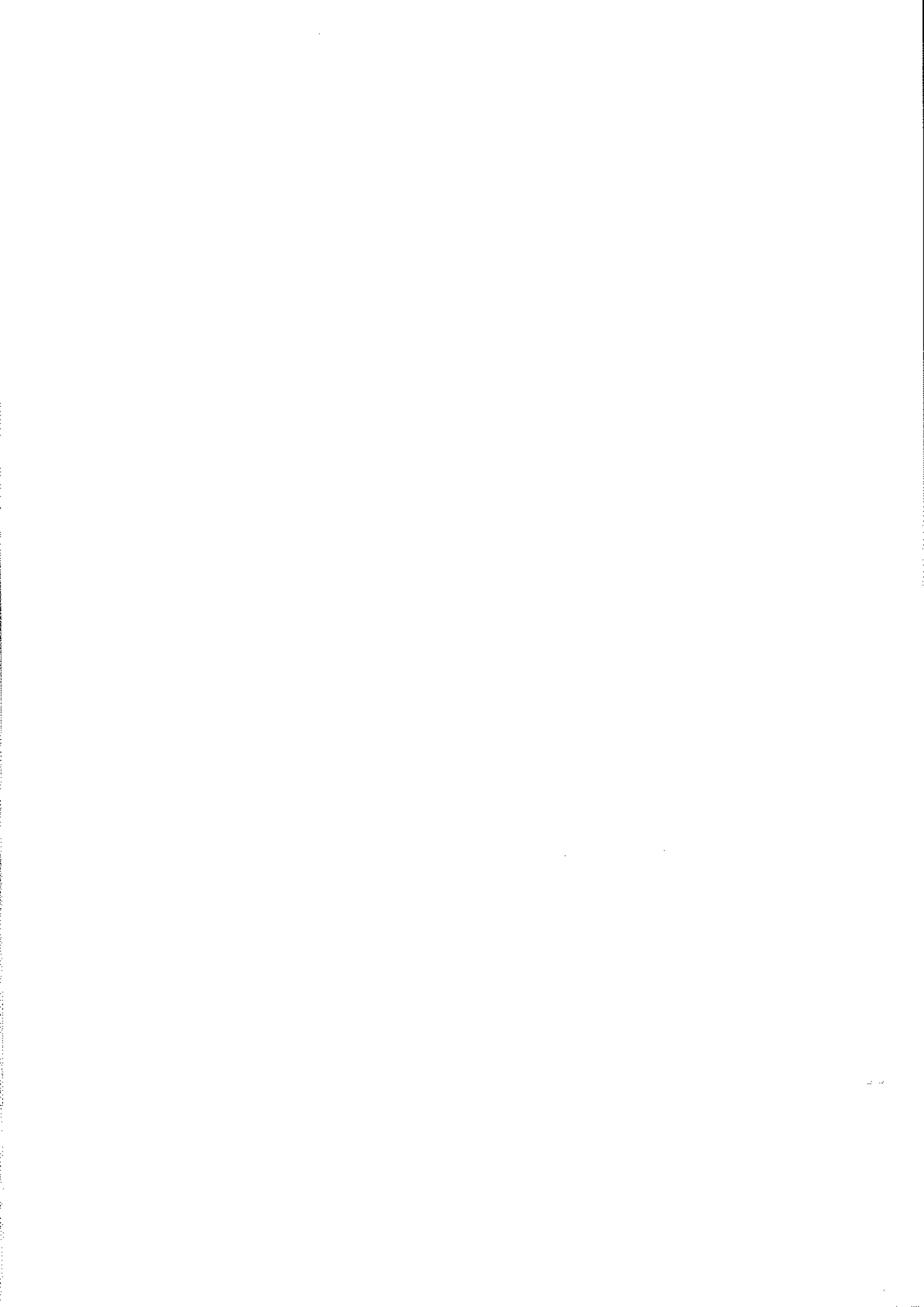


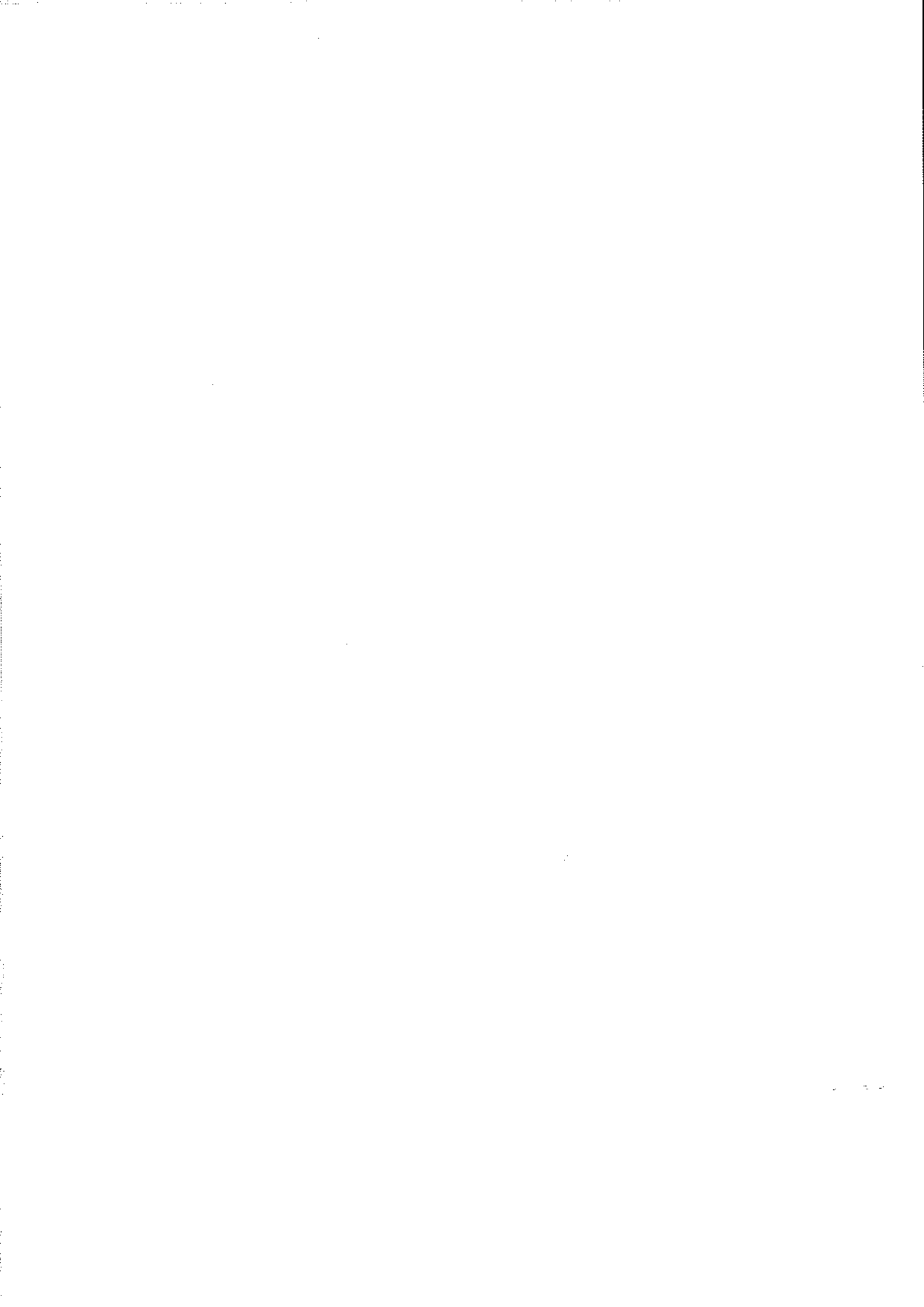


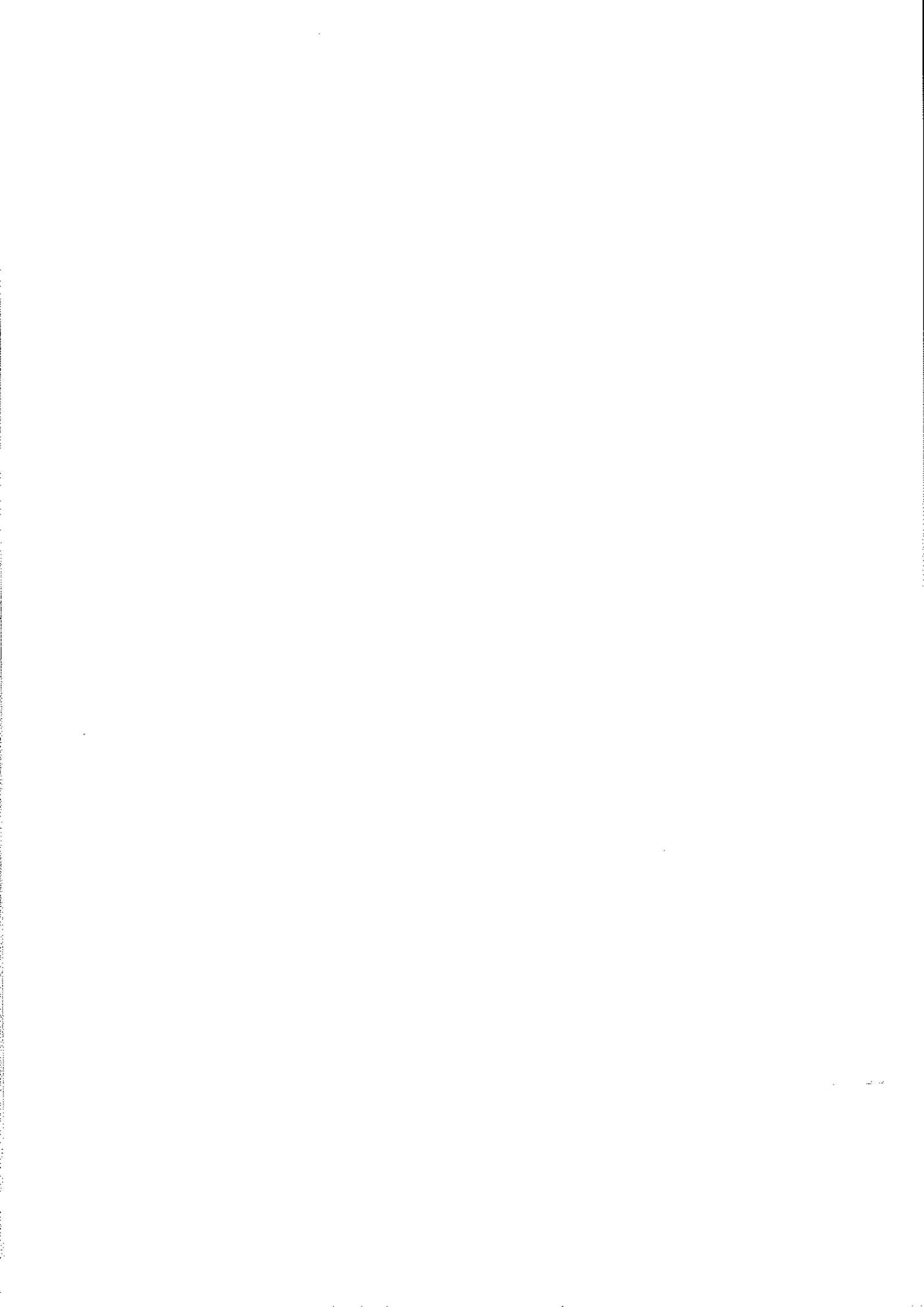


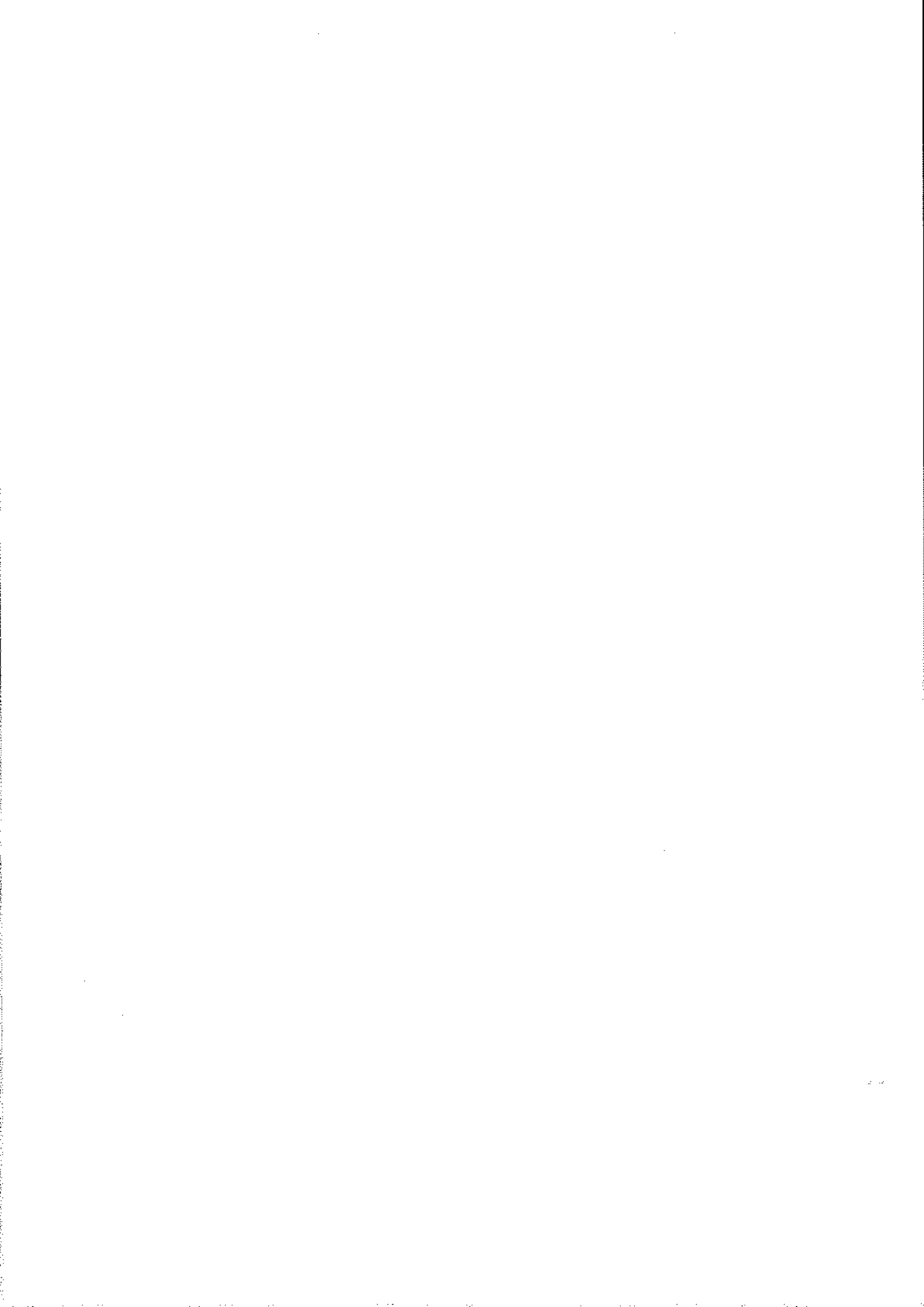


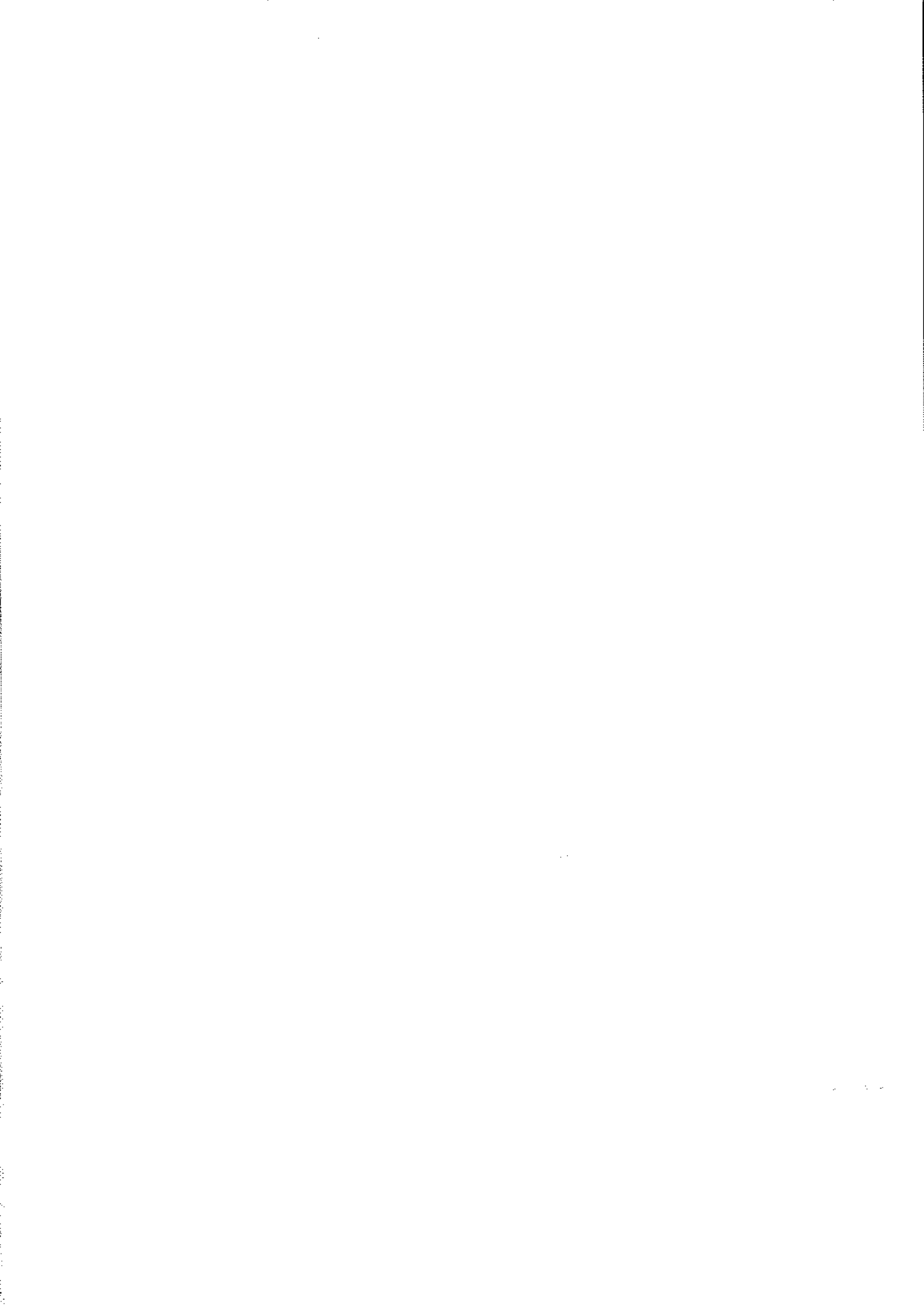


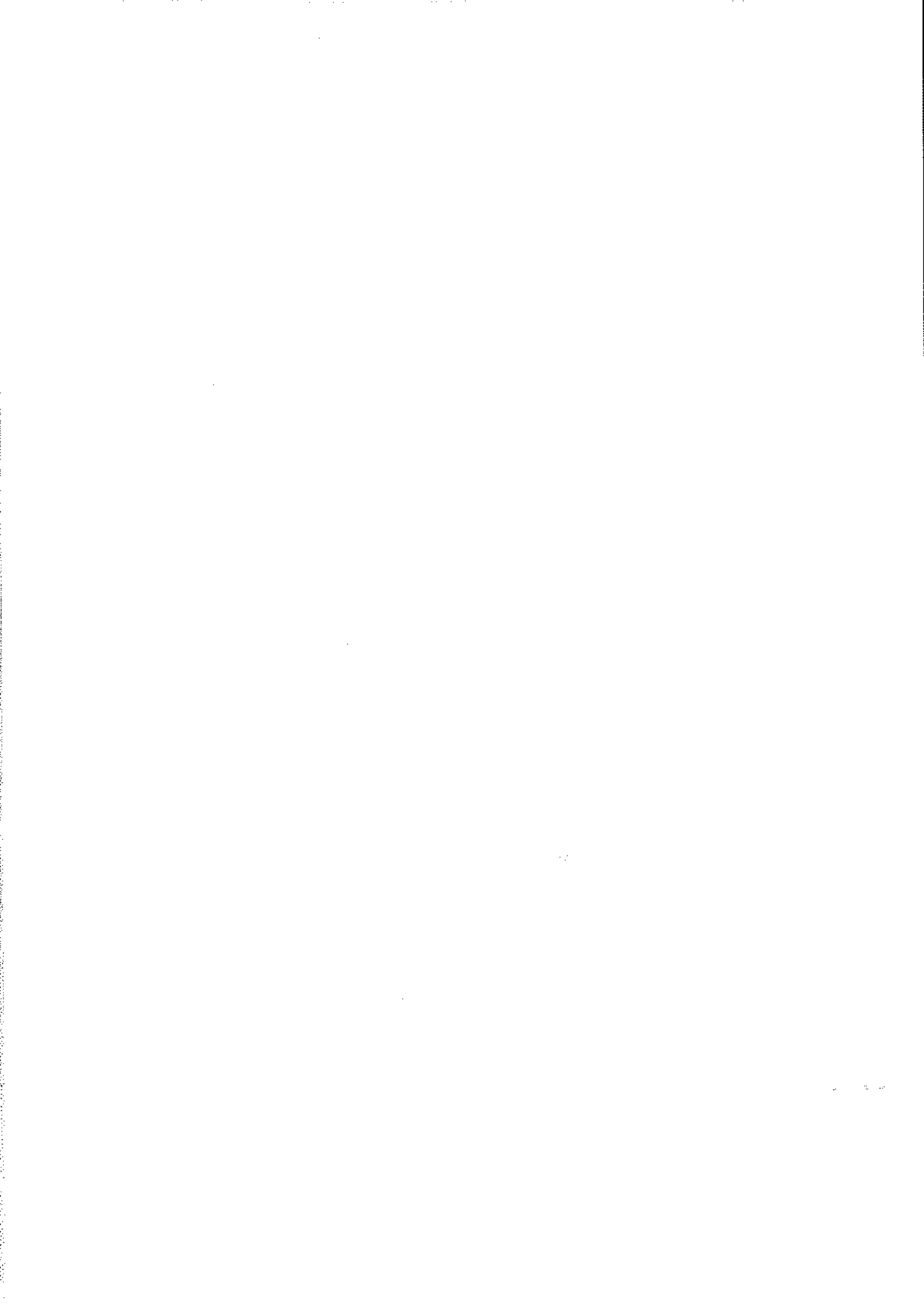


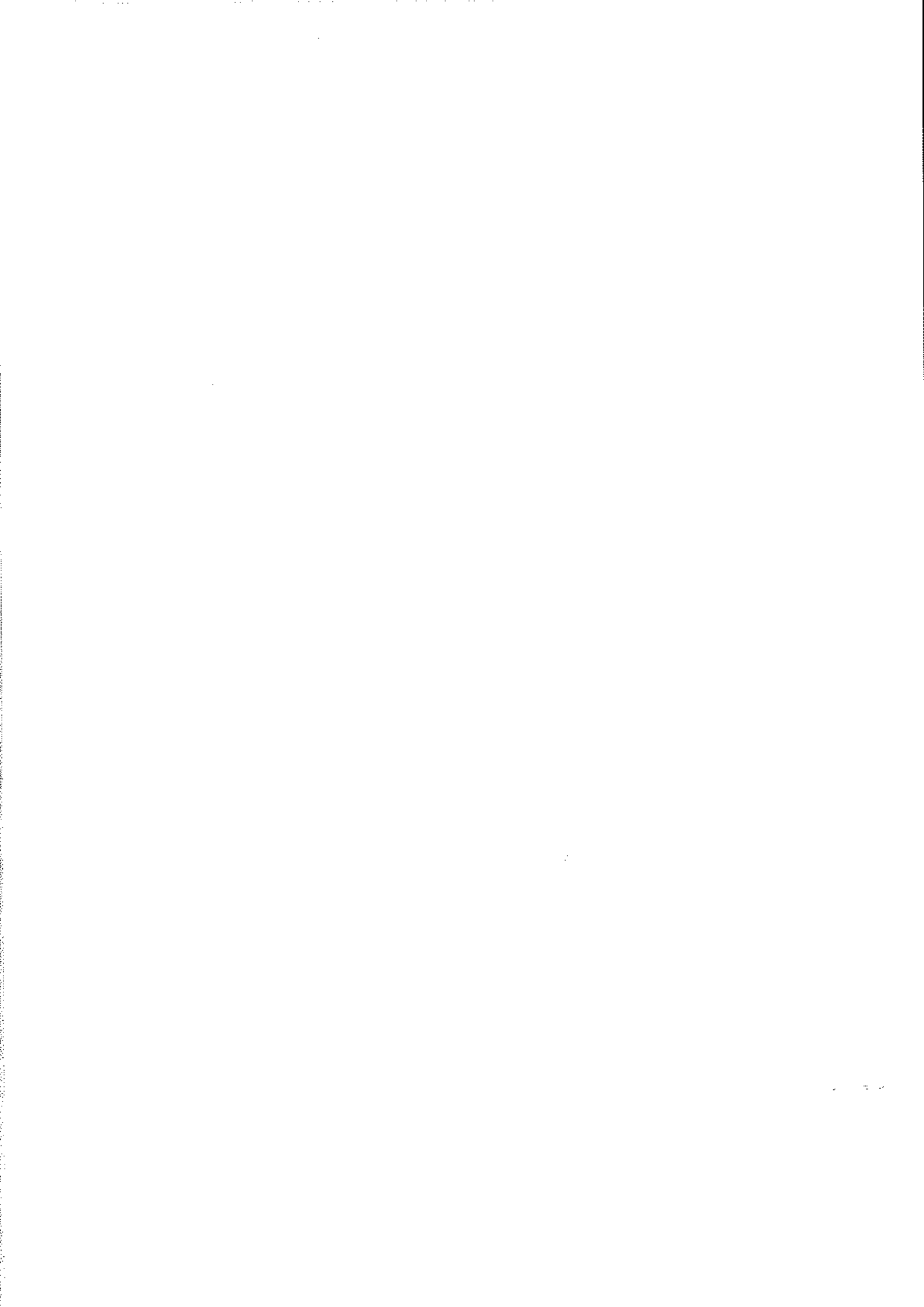


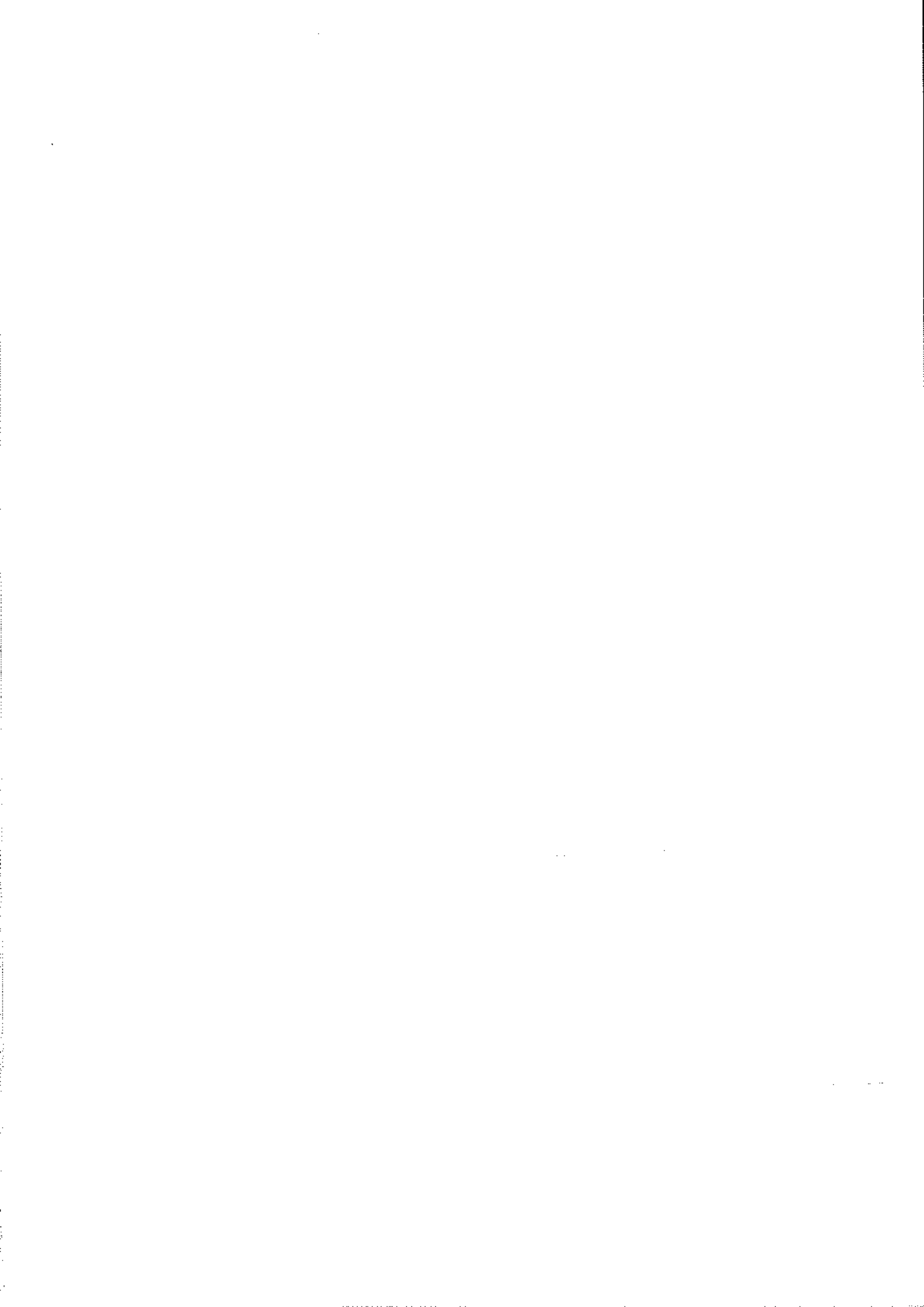












APPENDIX 6 - TEMPLATE WORK ORDER

**WORK ORDER IN RELATION TO AGREEMENT ENTERED INTO
BETWEEN THE POLICE AND CRIME COMMISSIONER
FOR WEST MIDLANDS AND [] DATED []**

Summary of Work Order	Details
Work Order Number	<i>Sequential Work Order number to be included</i>
Title of Work Order	<i>Title of Work Order to be included</i>
Work Order Effective Date	<i>Date that Work Order should take effect</i>
Price of Work Order	<i>Total value of Work Order</i>
Basis of calculation of Work Order	<i>(i.e. Fixed Cost or Time Cost Estimate)</i>

1. WORK ORDER

1.1 This Work Order forms part of and is placed in accordance with the agreement between the Police and Crime Commissioner for West Midlands and [] ("HIP") dated [] (the "Agreement").

1.2 Unless stated to the contrary in this Work Order terms capitalised in this Work Order have the meanings given to them in the Agreement (as amended). The following words shall have the following meanings (unless the context otherwise requires):-

<i>"Insert defined term"</i>	means [insert definition]

1.3 If there is any conflict or inconsistency between the terms of this Work Order and the Agreement, the order of precedence set out in Clause 1.5 of the Agreement shall apply.

1.4 This Work Order applies in respect of Component Project []. [This is a Linked Component Project Work Order and, therefore, this Work Order is linked with Work Order(s) [] so that such Work Orders shall be treated as one Work Order for the purposes of this Agreement.

2. INTRODUCTION AND BACKGROUND

2.1 *Section to detail the background to the Work Order.*

2.2 This Work Order shall take effect on the Work Order Effective Date (as set out in the summary of Work Order above) set out above and shall continue in full force and effect until the earlier of:-

2.2.1 []; or

2.2.2 expiry of the Agreement.

2.3 If the Commissioner terminates the Agreement it shall have the right, but not be obliged, to terminate the provisions of this Work Order.

3. REQUIREMENTS

3.1 Section to detail any additional Commissioner Requirements in relation to the services to be provided under the Work Order.

4. PROGRAMME OF WORK

4.1 Include detail on how this component project links to the Programme of Work.

5. STATEMENT OF WORK (SERVICES)

5.1 Section to detail the services to be performed by the IIP in order to meet the Commissioner's Requirements (set out above).

5.2 Include any specifications (including functional and non-functional requirements) relevant to the Services to be provided under this Work Order.

6. DELIVERABLES

6.1 Section to detail the Deliverables to be supplied by the IIP and the proposed timetable within which it will supply each Deliverable.

6.2 Include any specific acceptance or testing procedures in relation to the Deliverables.

6.3 This Section should set out the Acceptance Criteria and any relevant Acceptance methods or test strategies relevant to the Deliverables

7. MILESTONES

7.1 Section to include the timetable and a copy of the implementation plan and a link to the change plan. Include any Critical Milestone Dates.

8. PRICE

8.1 Detail basis price is calculated on with cross reference to Schedule 6.

8.2 Where relevant set out any Milestones to which the payment of the Charges is linked.

8.3 If Fixed Charges, include any assumptions in the calculation of the charge and the consequence if such assumptions are not correct.

8.4 If Time Cost include the estimated costs, the number of man days and details of the rate card and resourcing.

8.5 The Charges set out in this Work Order shall remain fixed until [].

8.6 Include detail on expenses.

8.7 Include detail on any Termination Compensation associated with Work Order.

9. SERVICE LEVELS

9.1 Include any service levels specific to the Services and any Service Credits

9.2 Include the Termination Level (Clause 21.1.5 and 25.1.5)

10. **COMMISSIONER DEPENDENCIES**

10.1 *List any specific dependencies that IIP has on Commissioner in order to perform the Services under this Work Order. These must be clear, specific and identifiable.*

11. **KEY PERSONNEL**

11.1 The following shall be Key Personnel for the purposes of this Work Order:-

Name	Role	Responsibilities/Authorities	Proportion of time dedicated to Services under this Work Order

11.2 *Include resource plan as required.*

12. **SPECIFIC WARRANTIES/INSURANCES**

12.1 *Include details of any specific warranties in relation to the services under this Work Order.*

12.2 *Include details of any specific insurance requirements related to the services under this Work Order*

13. **SPECIFIC POLICIES AND STANDARDS**

13.1 *Include any specific policies or standards which IIP must comply with in relation to the Services to be provided under this Work Order.*

14. **EQUALITIES AND HUMAN RIGHTS**

14.1 *Include any considerations for the Services under the Work Order in relation to equalities and human rights.*

15. **OWNERSHIP OF ASSETS**

15.1 *Identify any assets to be used in relation to the services under the Work Order and detail which party will own those assets.*

16. **DEVIATIONS FROM AGREEMENT (IF ANY)**

16.1 [Clause 10.2 - any specific provisions required relating to access to WMP Premises?

16.2 Clause 24.5.3 – provisions relating to assignment/novation of any sub-contracts on exit?

16.3 Clause 38.1 – Licence in respect of Project Specific IPR/Specially Written Software

16.4 Clause 38.2.3 – assignment rights required by Commissioner/Chief Constable in respect of any other forces/collaborations required?

16.5 Clause 38.3 – Should Commissioner/Chief Constable own any IPR?

16.6 Clause 39.1 – licence for Background IPR, IIP Software and Third Party Software?

16.7 Clause 39.2 – licence on exit

16.8 Clauses 41.2 and 42.3 – any escrow required?

16.9 43.2 – any connection to WMP Software?]

17. APPROVED SUB-CONTRACTORS

17.1 The following are approved Sub-Contractors for the provision of Services under this Work Order:-

Sub-Contractor Name	Sub-Contractor Company Number	Value of Sub-Contract (per year £GBP)	Element of services to be Sub-Contracted

18. SPECIFIC EXIT ARRANGEMENTS

18.1 *Include details of any specific provision in relation to termination or expiry of this Work Order.*

18.2 *[Agree any stranded costs in accordance with Schedule 6]*

19. SPECIFIC CLAUSES

19.1 All Clauses of the Agreement shall apply to this Work Order save as set out below:-

19.1.1 Clauses [4, 5, 6 and *[Insert any other Clauses that shall not apply to the Work Order]*] shall not apply to this Work Order.

19.1.2 *[Parties to include any other agreed additional provisions]*

19.2 For the purposes of the Component Project of this Work Order:-

19.2.1 the SRO is []

19.2.2 the Tier 1 Escalation Representative is []

The parties agree and accept the terms of this Work Order which shall be deemed incorporated into the Agreement from the Work Order Effective Date as set out above.

SIGNED for and on behalf of THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

Signature.....

Name:

Position:

Date.....

SIGNED for and on behalf of ACCENTURE (UK) LIMITED

Signature.....

Name.....

Position.....

Date.....

SCHEDULE 4

IIP'S TENDER

The parties acknowledge and agree that a full and complete copy of the IIP's tender is contained on the memory stick which has been initialled by the parties as at the date of this Agreement.



YVONNE MOSQUIN



DAVID WEST

SCHEDULE 5

DEPENDENCIES

The obligations set out below shall be Dependencies for the purposes of this Agreement:

In respect of each of the following the Commissioner shall (or, where appropriate, procure that the Chief Constable shall):-

1. MOBILISATION

1.1 In respect of Mobilisation provide the IIP with access to the following resource or capability on the following basis:-

- 1.1.1 to formally introduce the IIP team to the PCC and WMOPC and to the Chief Constable and the Command Team in person, with further communications and 'meet the team' events for staff, officers and the Commissioner's office, as agreed.
- 1.1.2 to provide Change Agents, Change Sponsors, and Change Advisors (each as defined in Appendix 1 to Schedule 3) and any process experts and project support required to support the Services.
- 1.1.3 to provide examples of standard programme management status and progress reports, and associated Management Information, for consideration as part of the report standardisation process.

2. TOM

2.1 In respect of the development of the TOM make all decisions required from it in accordance with the timescales referred to in this Agreement and , provide the IIP with access to the following resource or capability on the following basis:-

- 2.1.1 Deputy Chief Constable to sponsor the IIP programme for the Term. To be accountable for the approved TOM design, to champion the TOM design process across WMP and WMOPC and provide strategic guidance to the TOM design team for Months 1 to 6 inclusive. To participate in IIP and TOM design communication events as reasonably required, expecting a peak in demand on time during Month 1 and Month 6.
- 2.1.2 Operational Design Lead (nominated WMP Chief Superintendent) full-time for Month 1 to Month 6 inclusive. To provide policing guidance, business insight and to facilitate access to relevant operational stakeholders during the TOM design phase, particularly on how potential TOM and Component Project designs fit in the WMP and WMOPC operational context.
- 2.1.3 to provide capability in Month 1 to Month 6 inclusive to advise the IIP on WMP and WMOPC HR strategy and policy in order that the TOM design team can complete the As-Is assessment. Support also required to guide the TOM design team on the people implications of the TOM design and candidate Component Projects. Support required to lead engagement with recognised trade unions and representative bodies (e.g. Police Federation, Superintendents Association) during TOM design and identification of candidate Component Projects. Support required to provide guidance on staff and officer terms and conditions to enable the IIP to populate the Police Capacity Planning Tool. Staff member/s identified to provide HR support must be empowered to provide interpretation of WMP and WMOPC policy to the IIP without recourse to higher authority. Staff member/s identified to have previous experience of managing trade union engagement, police staff/officer terms and conditions, and staff redundancy.
- 2.1.4 to provide capability in Month 1 to Month 6 inclusive to advise the IIP on WMP and WMOPC financial strategy and policy so that the TOM design team can complete As-Is assessment activities. Support to guide the IIP on resource and budget allocation across

WMP and WMOPC to guide the TOM design team in allocation of costs and resources for As-Is assessment and support the TOM design team in agreeing indicative assignment of savings for To-Be TOM. Support required to assist the IIP Benefits Manager (as defined in the Resource Plan) with collation of existing WMP and WMOPC benefits management approach and benefits management information.

- 2.1.5 Business Analyst x 2 full-time for Month 1 to Month 6 inclusive to support the TOM design team in calculation of baseline workforce, baseline demand, forecast demand, process capture, data analysis and workshop facilitation. To receive knowledge transfer on management and refresh of the TOM, handover of TOM deliverables from the IIP and on-going use of the Police Capacity Planning Tool.
- 2.1.6 to provide capability to guide the TOM design team on the As-Is WMP and WMOPC estates portfolio to enable As-Is assessment, including current spend, estates locations, capacity, estates strategy and lease terms.
- 2.1.7 to provide capability to guide the TOM design team on implications of candidate Component Projects and transformation on the WMP estates portfolio.
- 2.1.8 programme support - 2 days per week for Month 1 to Month 6 inclusive to support scheduling and logistics for TOM design workshops and meetings with WMP & WMOPC staff, officers, suppliers, partners and citizens.

3. PROGRAMME OF WORK

- 3.1 In respect of the development of the Programme of Work, make all decisions required from in accordance with the timescales referred to in this Agreement and provide the IIP with access to the following resource or capability on the following basis:-
 - 3.1.1 to identify an individual (exact post and name to be subject to the TOM design) by Month 18 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) prior to IIP role exit to enable ongoing creation and management of Outline and Detailed Business Cases.
 - 3.1.2 to provide agreed support and resources for the delivery of Component Projects, in line with the option agreed as part of the Outline and Detailed Business Case.

4. COMMISSIONING PROCESS

- 4.1 In respect of the Commissioning Process, make all decisions required from it in accordance with the timescales referred to in this Agreement and provide the IIP with access to the following resource or capability on the following basis:-
 - 4.1.1 senior procurement representative for the Term to provide guidance to the IIP proposal support team in recommended procurement routes for Outline Business Cases in line with WMP and WMOPC procurement strategy and to provide formal acceptance of recommended procurement route for Component Projects.
 - 4.1.2 to provide agreed support to the IIP for completion of Detailed Business Cases.
- 4.2 Unless otherwise specified in Schedule 3, the Detailed Business Case or agreed between the parties, resources to undertake any procurement required under an approved Detailed Business Case and/or requested by the Commissioner.

5. CONTRACT MANAGEMENT AND INTEGRATION SERVICES

- 5.1 In respect of the Contract Management and Integration Services, make all decisions required from it in accordance with the timescales referred to in this Agreement and provide the IIP with access to the following resource or capability on the following basis:-

- 5.1.1 WMP Head of Change (as defined in Schedule 7), on full-time basis for the Term, to manage and monitor WMP and WMOPC's interest in the IIP programme on a day-to-day basis, working alongside the IIP Portfolio Lead (as defined in Schedule 7). To provide guidance to the IIP team in interactions with WMP and WMOPC during development of the TOM and ongoing contract management and integration services.
- 5.1.2 to provide capability during Month 4 to Month 6 inclusive to assist in identification of WMP/WMOPC respondents to the circulation of survey invitations, answer queries and questions from WMP/WMOPC staff and officers and track response rates.
- 5.1.3 to provide support 2 days per week for the Term to assist with the scheduling of IIP programme governance meetings and boards, minutes, actions and room booking.
- 5.1.4 to provide capability to assist the IIP change management team with creation of IIP programme communications in the WMP and WMOPC corporate style and language, provide access to WMP and WMOPC internal and external communication channels and release communications to stakeholder groups where required to be sent from WMP, WMOPC or a named member of staff or officer.
- 5.1.5 to meet with the IIP Quality Assurance Director, and agree delivery and partner expectations with them, revisiting and revising these expectations during the course of the Programme.
- 5.1.6 to provide capability to assist the IIP Partnership Alliance Lead (as defined in the Resource Plan) in collating existing As-Is partnership activity and relationships across WMP and WMOPC and in defining future partnership requirements for input into the TOM design. Support to facilitate WMP and WMOPC partner engagement with the IIP Partnership Alliance Lead. Person identified by Month 18 as Interim Partnership Lead to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) from the IIP Partnership Alliance Lead prior to IIP role exit, including partner engagement strategy, partner-focused Component Projects, partnership engagement plan and partner relationships.
- 5.1.7 individual to be identified by Month 18 for knowledge transfer (in accordance with Appendix 2 of Schedule 3) from the IIP PMO Lead (as defined in the Resource Plan) including programme management methodologies, risks and issues logs, dependencies maps, IIP programme reporting schedule, benefits management approach and management of IIP governance.
- 5.1.8 individual to be identified by Month 18 for knowledge transfer (in accordance with Appendix 2 of Schedule 3) from the IIP PMO Support role (as defined in the Resource Plan) prior to IIP role exit, including creation of IIP programme reporting, risks and issues tracking and maintenance of the IIP document repository.
- 5.1.9 change team individual to be identified by Month 12 for knowledge transfer (in accordance with Appendix 2 of Schedule 3) from the IIP Change Management Support role (as defined in the Resource Plan) prior to IIP role exit, including management of the change management approach and plan, existing in-flight change management interventions and
- 5.1.10 to identify an individual (exact post and name to be subject to the TOM design) by Month 6 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) from the IIP Communications & Engagement Support role (as defined in the Resource Plan) prior to IIP role exit, including communication strategy, communications plan, communications templates, maintenance of IIP communication channels, stakeholder engagement strategy and stakeholder engagement plan.
- 5.1.11 project accountant identified by Month 30 to receive knowledge transfer from the IIP Benefits Manager (as defined in the Resource Plan) (in accordance with Appendix 2 of

Schedule 3) prior to IIP role exit, including benefits management approach and methodology, benefits realisation and benefits tracking. Project accountant to be CIPFA qualified (or equivalent).

- 5.1.12 procurement team individual to be identified by Month 15 to receive knowledge transfer from the IIP Supplier Performance Manager (as defined in the Resource Plan) role (in accordance with Appendix 2 of Schedule 3) prior to IIP role exit, including supplier segmentation, contract overviews, supplier performance management strategy, balanced scorecard and supplier performance reporting.
- 5.1.13 to identify an individual (exact post and name to be subject to the TOM design) by Month 26 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) and take over the ongoing role of the Security Architect (as defined in the Resource Plan) from the IIP.
- 5.1.14 to identify an individual (exact post and name to be subject to the TOM design) by Month 26 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) and take over the ongoing role of the Infrastructure Architect (as defined in the Resource Plan) from the IIP.
- 5.1.15 to identify an individual (exact post and name to be subject to the TOM design) by Month 42 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) and take over the ongoing role of the Enterprise Architect (as defined in the Resource Plan) from the IIP.
- 5.1.16 to identify an individual (exact post and name to be subject to the TOM design) by Month 30 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) and take over the ongoing role of the Service Integration Lead (as defined in the Resource Plan) from the IIP.
- 5.1.17 the WMP Head of ICT to sponsor the IIP programme for the Term. To champion the ICT-specific As-Is assessment and design activities across WMP and WMOPC and provide guidance to the IIP ICT team and TOM design team. To participate in IIP and TOM design communication events as reasonably required, expecting a peak in demand on time during Month 1 and Month 6.
- 5.1.18 to provide capability for Month 1 to Month 26 inclusive to guide the IIP Security Architect (as defined in Resource Plan) in definition and interpretation of WMP security and information management strategy.
- 5.1.19 communications channels to be established or re-used for the purposes of the IIP programme, (including email address, telephone number, intranet pages, internet pages and webchat) as defined in the Mobilisation Plan and Communications Plan (as defined in Appendix 1 to Schedule 7).

6. COMPONENT PROJECTS

- 6.1 In respect of the Component Projects, make all decisions required from it in accordance with the timescales referred to in this Agreement and provide the IIP with access to the following resource or capability on the following basis:-
 - 6.1.1 to provide capability from the procurement team for the Term to manage procurement activities in the external third party supplier market as required following approval of Detailed Business Cases. Procurement support to create procurement process documentation, tender documentation, manage procurement process with suppliers (in line with EU Procurement Regulations and Public Contract Regulations), evaluate tender responses and complete contracts with successful third party suppliers on behalf of WMP and WMOPC.

- 6.1.2 the demand on ICT resources to support Component Projects will be defined within the scope of each Component Project itself. It is expected, however, that there will be a specific requirement for WMP ICT to provide a requirements management function, the lead for which follows. WMP to identify an individual (exact post and name to be subject to the TOM design) by Month 35 to receive knowledge transfer (in accordance with Appendix 2 of Schedule 3) and take on the requirements manager role, including capture and maintenance of ICT requirements for definition and delivery of Component Projects.

7. ACCESS PROVISION

- 7.1 Provide access, free of charge on reasonable notice, to relevant data and/or systems required by the IIP to support delivery of the Services in a timely manner including WMP documentation such as policies, procedures, strategies, configurations, assets, costs, etc. in order to help develop Outline Business Cases and Detailed Business Cases and perform Services and as detailed in clauses 39, 43, and 44 of this Agreement.
- 7.2 Provide access free of charge to the IIP to all relevant premises (including using its reasonable endeavours to accommodate and provide office facilities for IIP Personnel working on site) by specific agreement as required including suitable network provision to allow IIP access to external networks and access to printing facilities from a WMP device and as set out in clause 10 and 43 of this Agreement
- 7.3 Assist the IIP in carrying out any Vetting Requirements for the IIP Personnel to access data and/or systems as required under this Agreement. The Commissioner shall use its reasonable endeavours to complete any requested Vetting Requirements as soon as reasonably practicable following any request being received by the Commissioner.

8. OPERATIONAL DELIVERY

- 8.1 Shall support the IIP in the resolution of issues involving third parties that have been contracted by the Commissioner and/or Chief Constable (including third parties providing in-flight programmes but specifically excluding Sub-Contractors) impacting on the ability of the IIP to deliver the Services.
- 8.2 Shall inform the IIP in writing of any amendments to its policies, as they relate to the deliverables of the IIP (e.g. changes to data management policy) as soon as reasonably practicable after such amendments are made and, where practicable, shall engage the IIP to provide awareness of potential changes during the development of any related draft documentation.
- 8.3 Shall approve all communication material (internal and external communications) provided by the IIP in relation to the Services and shall provide comment to the IIP within 5 Working Days where reasonably practicable.
- 8.4 Upon request from the IIP, liaise with trade unions and staff associations as required to enable the IIP to perform of the Services.

9. FINANCE

- 9.1 Shall inform the IIP when it becomes aware of any issues which may impact on the IIP's ability to deliver the Services including but not limited to availability of funding and such demand forecasts as are available from time to time.
- 9.2 Shall share details of the annual funding review with the IIP as soon as practicable after the agreement of such funding.

10. COMMISSIONING

- 10.1 Save for any Outline Business Cases or Detailed Business Cases which require sign off by the Commissioner and/or Chief Constable in accordance with the Scheme of Governance:-

- 10.1.1 in respect of any Outline Business Case or Detailed Business Case which is rejected by OCB and required to be re-submitted in accordance with the Commissioning Process, provide feedback within 10 Working Days of the date of the OCB; or
- 10.1.2 in respect of any Outline Business Case or Detailed Business Cases which is rejected by OCB and abandoned in accordance with the Commissioning Process, provide feedback within 20 Working Days of the date of the OCB.

11. KNOWLEDGE TRANSFER

- 11.1 Staff identified as requiring knowledge transfer will be made available to receive it by WMP. Relevant WMP staff will have knowledge transfer objectives incorporated within their performance management objectives.

12. SERVICE STANDARDS

- 12.1 Comply with the Commissioner's obligations under clauses 7.4 and 7.7 of this Agreement.

SCHEDULE 6

PRICING AND PAYMENT

PART A - CHARGING

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:-

"Actual Addressable Spend"	means the actual spend incurred by the Commissioner/Chief Constable in each Financial Year within the categories of Addressable Spend and calculated in accordance with paragraph 10.3
"Additional Savings Cap"	means the cap on Additional Savings applied solely for the purposes of calculating the Incentivisation Payment
"Additional Savings"	means the Cashable Savings and Non-Cashable Savings made in any Financial Year over and above the Savings Target for that Financial Year
"Addressable Spend"	means those categories of spend which are determined to be influenced by the IIP as set out in the Financial Model
"Affordability Criteria"	means the affordability criteria (as set out in paragraph 10) which must be met in order for the IIP to be entitled to earn any Incentivisation Payment
"Affordability Envelope"	means the affordability envelope of the Commissioner in any Financial Year as notified to the IIP in accordance with paragraph 10.4.6
"Budget"	means the budget of the Commissioner for each Financial Year determined in accordance with paragraph 10.4
"Budgeted Addressable Spend"	means the budgeted Addressable Spend for any Financial Year as set out in the Budget and as notified to the IIP in accordance with paragraph 10.4.6
"Cashable Savings"	means cost savings realised in any relevant Financial Year excluding Non-Cashable Savings
"Chief Finance Officer"	means the chief finance officer appointed by the Commissioner from time to time
"Day Rate"	means the day rate for each resource (which is a fully absorbed day rate) as set out in the Rate Card
"Detailed Business Case Charge"	means the Charges payable for each Detailed Business Case as set out in paragraph 6.2 below
"Final Accounts"	means the final accounts signed off in accordance with paragraph 10.3 below
"Financial Model"	means the financial model set out at Appendix 2 to this

Schedule 6

"Fixed Price"	means Charges for a Component Project calculated on a fixed price basis as set out in paragraph 12.6
"Gainshare/Painshare Mechanism"	means Charges for a Component Project including a painshare or gainshare mechanism as set out in paragraph 12.7
"Incentivisation Payment"	means the incentivisation payment (if any) payable in accordance with the provisions of paragraph 8.2
"Incentivisation Pot"	means the accrual of potential Incentivisation Payments in accordance with the provisions of paragraph 8
"Non-Addressable Spend"	means those categories of spend which cannot be influenced by the IIP as set out in the Financial Model
"Non-Cashable Savings"	means operational and process improvements which may contribute to savings over and above those required to achieve the Affordability Envelope but which cannot be realised as cash and are reinvested in additional service provision. For the avoidance of doubt, non-cashable savings could become Cashable Savings in subsequent Financial Years
"Organisational Change Policy"	means the organisational change policy of the Commissioner and/or Chief Constable from time to time
"Performance Criteria"	means the performance criteria (as set out in paragraph 9) which must be met in order for the IIP to be entitled to earn any Incentivisation Payment
"Profit"	means the net profit of the IIP calculated as the Total Price (excluding taxes) paid or payable to the IIP under this Agreement (including under any Work Order) less the total costs actually incurred by the IIP in delivering the relevant Services
"Rate Card"	means the rate card as set out in Appendix 3
"Reserves"	means the reserves available to the Commissioner from time to time
"Resource Costs"	means all costs included in the Spine Charges relating to the IIP Personnel as set out in Appendix 4 or agreed by the parties in accordance with paragraph 5.4 each Financial Year
"Risk Management Provision"	means Charges for a Component Project including a risk management provision as set out in paragraph 12.10
"Risk Provision"	shall have the meaning set out in Clause 12.10.6
"Savings Target"	means the savings target for each Financial Year as set out in the Budget and as notified to the IIP in

	accordance with paragraph 10.4.6
"Service Level Mechanism"	means Charges for a Component Project including service level provisions as set out in paragraph 12.9
"Shortfall Savings"	means a sum equal to the amount by which the total Cashable Savings are short to meet the Savings Target
"Spine Charges"	shall have the meaning set out in paragraph 5.1 of this Schedule
"Stranded Third Party Costs"	means either: i) any pre-authorized Third Party Costs incurred or contractually committed to which have not been recovered as part of the Charges and but for termination the Commissioner would otherwise be required to pay; and/or ii) any costs specifically identified as Stranded Third Party Costs in any Work Order
"Termination Compensation Cap"	means, in respect of Termination of the Agreement a sum of _____ or pro rata amount thereof for Partial Termination or, in respect of a Work Order any sum set out in such Work Order
"Third Party Costs"	means all third party costs included in the Spine Charges as set out in Appendix 4 or agreed by the parties in accordance with paragraph 5.4 each Financial Year
"Time and Materials Price"	means Charges for a Component Project calculated on a time and materials basis as set out in paragraph 12.4.
"Timely Delivery Mechanism"	means Charges for a Component Project including timely delivery provisions as set out in paragraph 12.8
"Total Price"	means the aggregate of the Charges paid or payable to the IIP under this Agreement (including under any Work Order) during the Term
"Total Revenue Budget"	means the total of Addressable Spend and Non-Addressable Spend for each Financial Year
"Volume Discount Price"	means Charges for a Component Project calculated on a volume discount basis as set out in paragraph 12.5

1.2 All other terms shall have the meanings as set out in Schedule 1 unless otherwise stated.

2. **INTRODUCTION**

2.1 This Schedule sets out the following:-

2.1.1 general pricing principles which the parties must apply in respect of all Charges under this Agreement (including under any Work Order entered into under it) – paragraph 3;

- 2.1.2 Charges payable to the IIP for the provision of the Services relating to the TOM – paragraph 4;
- 2.1.3 Charges payable to the IIP for the provision of the Services relating to the Programme of Work, Commissioning Process and Contract Management and Integration Services – paragraph 5;
- 2.1.4 Charges payable to the IIP in respect of Detailed Business Cases developed by the IIP in accordance with the Commissioning Process – paragraph 6;
- 2.1.5 the calculation of the profit cap which applies to the Charges for the Services under this Agreement – paragraph 7;
- 2.1.6 the calculation of the Incentivisation Payment – paragraph 8;
- 2.1.7 the measurement of the Performance Criteria – paragraph 9;
- 2.1.8 the calculation of the Affordability Criteria – paragraph 10;
- 2.1.9 provisions setting out how the parties will commercialise the Use of any Project Specific IPRs and/or Specially Written Software for purposes outside of this Agreement – paragraph 11;
- 2.1.10 the Component Project pricing principles which shall govern the manner in which Component Project pricing is agreed by the parties in any Work Order – paragraph 12; and
- 2.1.11 calculation of Termination Compensation – paragraph 13.

3. GENERAL PRINCIPLES

- 3.1 The IIP shall ensure that all Charges payable by the Commissioner to the IIP under this Agreement shall be equal to or lower than charges which would be made by the IIP if the Services were priced on the basis of any relevant rate card (which is applicable to the IIP) available to the Commissioner and/or Chief Constable (e.g. via a national framework) as in place from time to time.
- 3.2 In delivering and pricing the Charges for the Services under this Agreement and calculating the Affordability Envelope the parties agree as follows:-
 - 3.2.1 all activity undertaken by the IIP is to be funded from within the relevant Affordability Envelope;
 - 3.2.2 there shall be no compulsory severance of police officers as part of the Services;
 - 3.2.3 voluntary severance of police officers may need to be considered subject to financial benefit, public interest and affordability constraints subject to agreement with the Commissioner and/or Chief Constable (in accordance with the Scheme of Governance);
 - 3.2.4 there shall be no changes to police officer employment terms and conditions as part of the Services (although changes may result through national agreement during the Term);
 - 3.2.5 changes to nationally agreed police staff employment terms and conditions will only be considered where there is a compelling business benefit identified by the IIP and subject to agreement with the Commissioner and/or Chief Constable (in accordance with the Scheme of Governance); and

3.2.6 any severance of police staff agreed under the remit of the IIP shall be in accordance with the current provisions as detailed in the Organisational Change Policy. The costs arising from staff exit (including, without limitation, redundancy and pension strain) must be met from Additional Savings so as to comply with the overall savings target.

3.3 **Change Control Procedure** - In accordance with paragraph 3.2 of Schedule 10 of this Agreement, the Charges for any Change shall be calculated in accordance with the Rate Card.

4. **TOM**

4.1

4.2

4.3 Following Approval of the TOM in accordance with Clause 5.4.7 of this Agreement any changes required during the Term (including in accordance with Clause 5.4.9 or 5.4.10 of the Agreement) shall be undertaken at no additional cost to the Commissioner unless and to the extent that the Total Revenue Budget for any Financial Year deviates from the Total Revenue Budget stated in the Financial Model for such Financial Year by plus or minus 5%.

4.4 If there is a deviation in accordance with paragraph 4.3 above, the parties shall agree any additional Charges in accordance with the Change Control Procedure.

4.5 Save as provided for in accordance with this paragraph 4, the IIP shall not be entitled to charge any additional fees, expenses, costs or materials whatsoever in relation to the provision of the Services relating to the TOM.

5. **PROGRAMME OF WORK, COMMISSIONING AND CONTRACT MANAGEMENT AND INTEGRATION SERVICES ("SPINE")**

5.1 The Charges in respect of the Services relating to the Programme of Work, Commissioning Services and Contract Management and Integration Services (the "Spine Charges") shall be fixed for Financial Year 2014/15 and agreed for subsequent Financial Years in accordance with paragraph 5.2 below. As at the Effective Date the estimated Spine Charges for each of those subsequent Financial Years shall be as set out below (and the make up of such Spine Charges including the split between Third Party Costs and Resource Costs is set out in Appendix 4).

5.2 For Financial Year 2015/16 onwards, the parties shall meet in the November prior to the start of each Financial Year to agree in outline the relevant Spine Charges for such Financial Year (final Spine Charges to be confirmed in accordance with paragraph 10.4.6 as part of the Budget) to reflect:-

5.2.1 any iteration of the Programme of Work required on an ongoing basis over the relevant Financial Year;

5.2.2 the level of activity being undertaken in the relevant Financial Year for the Programme of Work; and

5.2.3 the complexity of project activity being undertaken and the number of Outline Business Cases to be developed over the relevant Financial Year.

5.3 If the parties are unable to agree the Spine Charges for any Financial Year in accordance with paragraph 5.2 above, the provisions of Clause 69 shall apply.

5.4 As part of the agreement of the Spine Charges the parties shall discuss any additional Third Party Costs which the IIP may incur for the following Financial Year. For the avoidance of doubt, such Third Party Costs shall not be recoverable as Stranded Material Costs within the Termination Compensation in accordance with paragraph 13 below unless and to the extent that the parties specifically agree in writing that such Third Party Costs will be included.

- 5.5 For the avoidance of doubt, if the Agreement is extended in accordance with Clause 3.2 of the Agreement, the parties shall agree Spine Charges for Financial Year 2019/20 which run for the full Financial Year (1 April 2019 to 31 March 2020) and relevant subsequent Financial Years in accordance with paragraph 5.2.
- 5.6 For Financial Year 2014/5 the Spine Charges set out above shall be fixed for the Financial Year. For Financial Year 2015/6 onwards, the Spine Charges, once agreed in accordance with paragraph 5.2 above, shall be fixed for the relevant Financial Year. The IIP shall not be entitled to charge any additional fees, expenses, costs or materials whatsoever during the relevant Financial Year.
- 5.7 Each Financial Year, payment for the Spine Charges shall be payable as follows:-
- 5.7.1 the IIP shall invoice the Commissioner on a monthly basis in arrears a sum equal to $\frac{1}{12}$ of 1/12th of the agreed Spine Charges for the relevant Financial Year as a fixed charge; and
- 5.7.2 the IIP shall invoice the Commissioner in the July (after completion of the Final Accounts) following the end of each Financial Year a sum equal to $\frac{1}{6}$ of the agreed Spine Charges for the relevant Financial Year provided that:-
- (a) the IIP has achieved or exceeded the Performance Criteria calculated in accordance with paragraph 9 below for that Financial Year; and
- (b) the IIP has achieved or exceeded the Affordability Criteria calculated in accordance with paragraph 10 below for that Financial Year.

6. COMMISSIONING PROCESS

- 6.1 In respect of the Services relating to the Commissioning Process, the IIP shall be entitled to the Charges set out in this paragraph 6 in addition to the elements for the Commissioning Services that are included in the Spine Charges set out in paragraph 5 above.
- 6.2 The Detailed Business Case Charge shall be agreed by the parties as part of the Approval of the Outline Business Case in accordance with Part C of Schedule 3 and shall be calculated in accordance with the Volume Discount Price basis set out in paragraph 12.1.2 below.
- 6.3 In relation to Detailed Business Cases, the IIP shall be entitled to invoice the Commissioner (at the end of the month after Acceptance) the Detailed Business Case Charge in relation to each Component Project where the Detailed Business Case meets the Acceptance Criteria in accordance with paragraph 3.10 of Part C of Schedule 3.

8. INCENTIVISATION PAYMENT

8.1 The parties have agreed the following incentivisation mechanism shall apply over the Financial Years 2015/6; 2016/7; 2017/8; 2018/9 and 2019/20.

8.2 For each of the Financial Years set out in paragraph 8.1:-

8.2.1

8.2.2 if the IIP meets or exceeds the Affordability Criteria but fails to meet the Performance Criteria then nothing shall be added to the Incentivisation Pot;

8.2.3 if the IIP does not meet the Affordability Criteria a sum equal to 5% of the Shortfall Savings shall be deducted from the Incentivisation Pot (regardless

of whether or not the IIP has achieved the Performance Criteria for that Financial Year).

If at the end of the Financial Year 2019/20 the Incentivisation Pot is a positive figure a sum equal to the value of the Incentivisation Pot shall be paid to the IIP in the July (after completion of the Final Accounts) following the end of the following Financial Years (the "Incentivisation Payment").

8.3 For the avoidance of doubt, if, at the end of the Financial Year 2019/20 the Incentivisation Pot is negative no payment shall be made to the IIP, but the IIP shall not be obliged to make any payment to the Commissioner in respect of any shortfall.

8.4 The Additional Savings on which the Incentivisation Pot contribution shall be calculated shall be capped as follows:-

8.4.1 total Additional Savings of £50,000,000 (fifty million pounds) over the Initial Term;

8.4.2 profiled across the Initial Term as £10,000,000 (ten million pounds) for each Financial Year.

8.5 Incentivisation and termination

8.5.1 If the Agreement is Terminated (or, in the event of Partial Termination, the Contract Management and Integration Services are Partially Terminated) before the end of the Initial Term in accordance with Clause 19.1 (for convenience) the parties have agreed as follows:-

(a) the IIP shall be entitled to payment of a sum equal to the Incentivisation Pot as at the date of termination; and

(b) the IIP shall be entitled to payment of a sum equal to the Spine Charges that would have been payable (but have not yet been paid) under paragraph 5.7.2 above in the Financial Year in which the termination occurs as if the Performance Criteria and Affordability Criteria for such Financial Year have been met,

in each case unless the Agreement is Terminated under Clause 20 or Clause 21 in which case no such payments shall be payable.

8.5.2 If the Agreement is Terminated before the end of the initial Term the parties have agreed that the IIP shall be entitled to payment of a sum equal to the Charges relating to the TOM Deliverable that would have been payable (but have not yet been paid) under paragraph 4.2.3 above in subsequent Financial Years up to and including 2018/9 as if the Performance Criteria and Affordability Criteria for each of those Financial Years have been met unless:-

(a) the Agreement is Terminated under Clause 20 or 21;

(b) the Agreement is terminated under Clause 19.1.1 because the final TOM is not Accepted (for the avoidance of doubt, the payment shall be payable if the TOM is Accepted but not Approved).

8.5.3 If any Work Order is terminated under Clause 19.1.4 of the Agreement (for convenience) and the Cashable Savings to be delivered under such Work Order for the period from the date of termination to the end of the Financial Year in which the termination takes effect shall exceed 20% of the Savings Target for such Financial Year then the parties shall agree, acting in good

faith, any impact on the Affordability Criteria through the Change Control Procedure.

9. **PERFORMANCE CRITERIA**

- 9.1 For each Financial Year the Commissioner shall measure performance against the Performance Criteria.
- 9.2 The Performance Criteria shall be made up of the following four tests:-
- 9.2.1 Test 1 – Knowledge Transfer Measure; and
 - 9.2.2 Test 2 - Comparative Force Measure; and
 - 9.2.3 Test 3 – Individual Performance Measures; and
 - 9.2.4 Test 4 - Weighted Basket Measure.
- 9.3 All four tests must be achieved in any Financial Year in order for the IIP to have met the Performance Criteria for the purposes of this Schedule 6 for such Financial Year.
- 9.4 Each test shall be measured and scored in accordance with Appendix 1 to this Schedule.

10. **AFFORDABILITY CRITERIA**

- 10.1 For the purposes of this Agreement, the Affordability Criteria shall be equal to the Budgeted Addressable Spend (subject to any adjustment to reflect the use of Reserves in accordance with paragraph 10.5 below) for the relevant Financial Year. For the avoidance of doubt, variations in Non-Addressable Spend shall not be counted towards achievement or otherwise in the Affordability Criteria.
- 10.2 For each Financial Year the Affordability Criteria shall be met for the purposes of this Schedule 6 if the Actual Addressable Spend in such Financial Year is equal to or less than the Budgeted Addressable Spend for such Financial Year.
- 10.3 The Actual Addressable Spend in each Financial Year will be calculated in the June following completion of the Financial Year as part of the final accounts process ("**Final Accounts**"). The Charges under this Agreement shall be included in the Actual Addressable Spend as follows:-
- 10.3.1 all Charges (including any incentivisation payments) relating to Component Projects will be accounted for in the relevant Financial year based on the Commissioner's accounting policies and accruals practice;
 - 10.3.2 Charges for the TOM Deliverable and Spine Charges will be accounted for in the Financial Year in which the Services were delivered. This also applies to the incentivisation element of these charges as set out in paragraph 4.2.3 and 5.7.2;
 - 10.3.3 accruals to the Incentivisation Pot will not form part of the Actual Addressable Spend for such Financial Year as they accrue;
 - 10.3.4 payments made in relation to the Risk Management Provision will be accounted for in the Financial Year that the risk management provision becomes payable in accordance with paragraphs 12.10.7 and 12.10.8.

10.4 Annual Budget

- 10.4.1 Each Financial Year the Commissioner is required to approve a budget as part of the statutory budget calculations to justify setting council tax requirement from local tax payers (the "**Budget**"). The Commissioner must approve the budget by the end of February for the forthcoming Financial Year.
- 10.4.2 Section 25 of the Local Government Act 2003 requires the designated Chief Finance Officer of the Commissioner to report on the following matters:-
- (a) the robustness of the estimates made for the purposes of the statutory budget calculations; and
 - (b) the adequacy of the proposed financial reserves.
- 10.4.3 The Commissioner must then have regard to such report when making decisions about the statutory budget calculations.
- 10.4.4 Therefore, as part of the budget setting process each Financial Year the IIP must demonstrate to the Commissioner how Cashable Savings have been, or will be, realised compared to the previous Financial Year's base budget to ensure that the budgeted level of spending in the forthcoming Financial Year is within the Affordability Envelope.
- 10.4.5 In addition the IIP shall provide the Commissioner with the information set out below to be included in the Budget estimates for the forthcoming Financial Year:-
- (a) approved two year Programme of Work;
 - (b) Cashable Savings and Non Cashable Savings anticipated in the forthcoming Financial Year resulting from the Programme of Work;
 - (c) estimate of the Charges due to the IIP in the forthcoming Financial Year calculated in accordance with this Schedule 6;
 - (d) the breakdown of savings realised at the start of the forthcoming Financial Year versus the savings estimated to be realised during the forthcoming Financial Year;
 - (e) any proposed use of Reserves by the IIP subject to paragraph 10.5 below; and
 - (f) any proposed use of the investment fund in paragraph 10.6 below.
- 10.4.6 Following finalisation of the Budget by the Commissioner, the Commissioner shall notify the IIP in writing prior to the commencement of each Financial Year of the:
- (a) Total Revenue Budget;
 - (b) Budgeted Addressable Spend;
 - (c) Reserves (including any element that can be used to support the revenue budget);
 - (d) the Affordability Envelope;
 - (e) Savings Target; and

- (f) the agreed Spine Charges for such Financial Year together with the resourcing profile.

10.4.7 The parties acknowledge and agree that in November each year the Commissioner can approve a revised budget. This revised budget will not affect the Affordability Envelope for the purposes of this Agreement save for exceptional circumstances and in such circumstances any changes to the Affordability Envelope shall be agreed by the parties in writing.

10.5 Use of Reserves

10.5.1 In any Financial Year, the IIP may propose the use of Reserves to support the Total Revenue Budget for such Financial Year subject to a maximum of £45,000,000 (forty five million pounds) between the Financial Years 2014/15 and Financial Years 2019/20.

10.5.2 The IIP must agree the use of such Reserves with the Commissioner on an annual basis in accordance with the budget setting process set out above.

10.5.3 There must be no use of Reserves to support the Total Revenue Budget for Financial Year 2019/20.

10.6 Investment Fund

10.6.1 The Commissioner has identified separate capital investment funds of £25,000,000 (twenty five million pounds). This is in addition to the use of any Reserves agreed under paragraph 10.5 above. The capital investment fund could be applied to support IIP investment subject to clear demonstration of value for money and compliance with the overall Affordability Envelope.

10.6.2 Capital expenditure will not count towards achievement of the Affordability Envelope. However, any revenue consequences of the investment (such as licence costs) will count as a cost within the Affordability Envelope.

10.6.3 For the avoidance of doubt, there shall not be any migration between revenue and capital allocations.

11. INTELLECTUAL PROPERTY OWNERSHIP

11.1 In accordance with the provisions of Clause 38.5 of this Agreement, if the IIP or the Commissioner or Chief Constable wish to utilise the Project Specific IPRs and/or the Specially Written Software for any purpose other than those specified in this Agreement then such Use shall be subject to:-

11.1.1 the parties agreeing relevant commercial terms for such Project Specific IPRs and/or the Specially Written Software;

11.1.2 where the IIP is exploiting such Project Specific IPRs and/or the Specially Written Software, the IIP ensuring that any such Use will in no way impact on the Commissioner's rights to use the Project Specific IPRs and/or the Specially Written Software on expiry or termination of this Agreement (howsoever caused);

11.1.3 where the IIP is exploiting such Project Specific IPRs and/or the Specially Written Software, the IIP ensuring that any arrangement in no way impacts on either:-

- (a) the ability of the Commissioner to drive value for money (through competition or supply where appropriate); or

- (b) operational requirements of the Commissioner and/or Chief Constable.

12. COMPONENT PROJECT PRICING PRINCIPLES

- 12.1 The following pricing methods shall be used individually or in combination as the basis for calculation of the Charges for each Work Order for a Component Project:-
 - 12.1.1 Time and Materials Price, to which the provisions of paragraph 12.4 will apply;
 - 12.1.2 Volume Discount Price basis, to which the provisions of paragraph 12.5 will apply;
 - 12.1.3 Fixed Price basis, to which the provisions of paragraph 12.6 will apply;
 - 12.1.4 Gainshare/Painshare Mechanism, to which the provisions of paragraph 12.7 will apply;
 - 12.1.5 performance based outcome - Timely Delivery Mechanism, to which the provisions of paragraph 12.8 will apply;
 - 12.1.6 performance based outcomes – Service Level Mechanism, to which the provisions of paragraph 12.9 shall apply; and/or
 - 12.1.7 Risk Management Provision, to which the provisions of paragraph 12.10 will apply.
- 12.2 The IIP shall, at all times, ensure that it does not double charge the Commissioner for the same resource in any circumstances where there are multiple Work Orders in place.
- 12.3 The parties shall agree the basis of charging as part of the development of the Outline Business Case and Detailed Business Case in accordance with the Commissioning Process.
- 12.4 **Time and Materials Price**
 - 12.4.1 For those Services which are charged on a Time and Materials Price the following shall apply:-
 - (a) Charges shall be based on the applicable Day Rate calculated in accordance with the applicable Rate Card multiplied by the number of man days actually incurred, together with charges for materials, if any;
 - (b) the Work Order shall include an estimate of the total Charges for the Services to be carried out under that Work Order. The IIP shall not be entitled to charge or invoice for any time or amount which exceeds the estimate stated in the relevant Work Order without the prior written consent of the Commissioner;
 - (c) the IIP shall report to the Commissioner on a monthly basis on progress against the relevant estimate;
 - (d) if less than 8 hours is incurred by any individual authorised to work on a particular Service, the applicable Day Rate for that individual that day shall be applied on a pro rata basis;
 - (e) No overtime shall be payable;

- (f) The IIP acknowledges and agrees that the Day Rates are fully inclusive (including, without limitation, expenses and incidental costs); and
- (g) The price to be charged to the Commissioner for any materials shall be cost price, unless otherwise agreed by the parties in writing.

12.5 Volume Discount Price

12.5.1 For those Services which are charged on a Volume Discount Price basis the following shall apply:-

- (a) Charges shall be based on an agreed charge against a specification of work defined on the basis of agreed applied labour and specified materials.
- (b) The composition of the Volume Discount Price shall be made available to the Commissioner by the IIP and will include, as a minimum, detail of the direct labour and OMGS costs, sub-contractor costs, all overheads apportioned, all mark-ups applied and all profit margins applied.
- (c) The Volume Discount Price shall be no greater than of the equivalent Charges would be if calculated in accordance with paragraph 12.4 above.

12.6 Fixed Price

12.6.1 For those Services which are charged on a Fixed Price basis, the following shall apply:-

- (a) Charges shall be based on an agreed charge against a defined specification of work.
- (b) Where appropriate, milestone payments will be agreed in respect of defined elements of the specification of work having been completed.
- (c) The composition of the Fixed Price shall be made available to the Commissioner by the IIP and will include, as a minimum, detail of the direct labour and OMGS costs, sub-contractor costs, all overheads apportioned, all mark-ups applied and all profit margins applied and any premium included related to the risk being managed by the IIP in relation to achievement of the defined specification.
- (d) The Fixed Price shall be calculated on the same basis as the Volume Discount Price (including the provisions of paragraph 12.5(c) above) save for the addition of a cost element related to the management of risk.

12.7 Gainshare/Painshare Mechanism

12.7.1 For those Services which are charged on a Gainshare and Painshare Mechanism, the following shall apply:-

- (a) The Commissioner and the IIP will agree a Charge for the delivery of the Component Project based on the principles outlined above in

relation of a Volume Discount Price or a Fixed Price charging basis ("Agreed Charge").

- (b) The IIP will provide full access to underpinning costs through an agreed open book approach to facilitate a clear understanding of the costs incurred in delivering the relevant Component Project including direct labour and OMGS costs, sub-contractor costs, all overheads apportioned, all mark-ups applied, all profit margins applied.
- (c) At the end of the Component Project, an equivalent outturn charge will be calculated by the IIP based on the applied resource and all agreed charging elements as above. This equivalent outturn charge shall be provided to the Commissioner for review and agreement within 30 days following completion of the Component Project.
- (d) The parties shall agree the relevant outturn charge ("Actual Cost") incurred by the IIP in providing the relevant Services. In order to assist the agreement of the Actual Cost the Commissioner shall be entitled to request additional information from the IIP and/or audit the information in accordance with the terms of this Agreement.
- (e) If the parties are unable to agree the Actual Cost the provisions of Clause 69 shall apply.
- (f) Where the Actual Cost is equal to or less than different to the Agreed Charge no payment shall be due to the IIP under the gainshare mechanism.
- (g) Where the Actual Cost is lower than the Agreed Charge by more than , then the Commissioner shall deduct a sum equivalent to of the difference from the Agreed Charge to be paid in respect of the relevant Component Project (subject to a maximum deduction of no more than of the total Agreed Charge). Such amount shall be paid as either a deduction from the final invoice or a payment from the IIP to the Commissioner where the value of the final invoice is insufficient.
- (h) Where the Actual Cost is greater than the Agreed Charge by more than then the Commissioner shall pay the IIP a sum equivalent to of the difference from the Agreed Charge to be paid in respect of the relevant Component Project (subject to a maximum additional payment of no more than of the total Agreed Charge). The IIP shall be entitled to invoice the Commissioner following agreement of the final amount.

12.8 Performance Based Outcomes – Timely Delivery Mechanism

12.8.1 For those Services which are charged on a Timely Delivery Mechanism, the following shall apply:-

- (a) Within the Work Order the parties shall agree Milestones which shall be a Critical Milestone Date for the purposes of that Work Order.
- (b) If the Critical Milestone is not achieved by the IIP then a sum equivalent to of the agreed charge relating to that Critical Milestone shall be deducted from the Charges due to the IIP.

- (c) For each of the greater of:-
- (i) period equating to of the activity duration relating to that Critical Milestone; or
 - (ii) 7 calendar days

that the Critical Milestones remains not achieved by the IIP a further 15% of the Charges related to that Critical Milestone shall be deducted from the IIP subject to a maximum deduction of 20% of the agreed Charges relating to that Critical Milestone.

12.8.2 The parties have agreed that under any Work Order the total payment deduction relating to performance (i.e. the sum of any deduction under paragraphs 12.8 (Timely Delivery) and 12.9 (Service Levels) shall not exceed of the agreed Charges in respect of the relevant Work Order or Milestone as applicable.

12.9 Performance Based Outcomes – Service Level Mechanism

12.9.1 For those Services which are charged on a Service Level Mechanism, the following shall apply:-

- (a) The parties shall agree in the relevant Work Order a set of Service Levels and target performance for each Service Level.
- (b) The parties shall agree in the relevant Work Order how many individual Service Levels are to be assimilated into an overall performance assessment (e.g through application of weighting) such that a single percentage compliance figure can be generated.
- (c) Where the Service Levels are achieved (but not exceeded) no performance incentivisation shall be payable.
- (d) Where the Service Levels are exceeded by A% the Commissioner shall make a payment to the IIP equivalent to of the agreed Charges related to such Work Order or Milestone as appropriate in addition to the agreed Charges for the Work Order or relevant Milestone.
- (e) Where the performance of the IIP is less than the Service Levels by B% then the Commissioner shall deduct from the payment to be made to the IIP in relation to the agreed Charges a sum which is equivalent to of the agreed Charges for the Work Order or relevant Milestone.
- (f) The parties will agree A and B above in relation to each Work Order based on the agreed impact on performance which the proposed intervention is anticipated to delivery.
- (g) The aggregate performance related incentivisation payable under (d) above shall not exceed of the agreed Charges relating to the Work Order or relevant Milestone.
- (h) For the avoidance of doubt, the remaining provisions of this Agreement shall continue to apply in relation to any Service Levels agreed.

12.9.2 The parties have agreed that under any Work Order the total payment deduction relating to performance (i.e. the sum of any deduction under

paragraphs 12.8 (Timely Delivery) and 12.9 (Service Levels) shall not exceed of the agreed Charges in respect of the relevant Work Order or Milestone as applicable.

12.10 Risk Management Provision

- 12.10.1 The basis of sharing any benefit resulting from effective risk management must always be that opportunities for risk mitigation have been considered and, where practicable, put in place. Risk mitigation costs are expected to be included in the relevant agreed Charges where mitigation is to be enacted by the IIP.
- 12.10.2 Where it is decided that mitigation of risks is not practicable in any Work Order or does not represent value for money or where risks can only be partly mitigated then all residual risks associated with a Component Project are to be identified and agreed between the IIP and the Commissioner both in terms of probability and impact.
- 12.10.3 Where risks can be wholly allocated to either the IIP or the Commissioner then this should be agreed as part of the scope of the Component Project and a fee associated with such risks may be paid by the Commissioner to the IIP in respect of those risks allocated to the IIP.
- 12.10.4 Where risks cannot be effectively allocated to either the IIP or the Commissioner and it is considered they need to be jointly owned and managed then the value of each of these will be quantified as the product of the financial impact and agreed probability.
- 12.10.5 The total value of the portfolio of risks identified will be considered as part of the approval process for any Component Project and will be included in the relevant financial modelling and options appraisal. Where practicable, mitigation actions will be agreed as part of the Work Order and will be assigned to either the IIP or the Commissioner as appropriate.
- 12.10.6 The remaining post mitigation risks will then be considered and the sum of the values associated with each individual post mitigation risk under consideration shall be calculated and termed the "**Risk Provision**" within the Work Order.
- 12.10.7 During the delivery of the Services, where a specific risk identified in the Work Order comes to fruition then subject to paragraph 12.10.7(c):-
- (a) where the Commissioner/Chief Constable incurs costs in addressing the impact of such risk, the value of the costs incurred will be deducted from the available Risk Provision set out in the Work Order provided that such deduction shall not exceed the post mitigation risk value identified for that particular risk in the Work Order; and
 - (b) where the IIP incurs costs in addressing the impact of such risk, the Commissioner shall make a payment to the IIP based on the costs incurred by the IIP in addressing the impact of that risk provided that such payment shall not exceed the post mitigation risk value identified for that particular risk in the Work Order.
 - (c) Any payments to be made in accordance with paragraphs 12.10.7(a) and 12.10.7(b) shall be agreed by the parties acting reasonably and in good faith. If the parties are unable to resolve an issue in relation to such payment either party may refer the matter for resolution by the Dispute Resolution Procedure.

12.10.8 For the avoidance of doubt, at the end of the delivery of the Services under the Work Order, if the total of the risk payments made by the Commissioner to the IIP and the cost incurred by the Commissioner/Chief Constable in addressing the relevant risks are less than the Risk Provision then the IIP shall be entitled to no further payments.

12.10.9 During the Delivery of the Services, where either:-

- (a) an unidentified risk comes to fruition; or
- (b) an identified risk ceases to be relevant/exist

then any change to the agreed Charges for the Services will be agreed by the parties in accordance with the Change Control Procedure.

13. TERMINATION COMPENSATION

13.1 Subject to the Termination Compensation Cap, if Termination Compensation is payable in accordance with Clause 19 of this Agreement, it shall be calculated as follows if the Agreement is terminated under:

13.1.1 Clause 19.1.4;

13.1.2 Clause 19.1.1 (due to the TOM not being Approved); or

13.1.3 Clause 19.1.2 (due to the Programme of Work not being Approved),

the Stranded Third Party Costs for the relevant Financial Year (or part thereof) unless specific Stranded Third Party Costs are agreed to be recoverable for future Financial Years and documented in a Work Order or in accordance with paragraph 5 of this Schedule 6, and in each case which would otherwise represent an unavoidable direct loss to the IIP by reason of the termination of the Agreement and provided that the IIP takes all reasonable steps to mitigate such loss.

13.2 As at the Effective Date the parties accept and acknowledge that the following shall be considered Stranded Third Party Costs:

13.2.1

13.2.2

APPENDIX 1

PERFORMANCE CRITERIA

1. TEST 1 – KNOWLEDGE TRANSFER MEASURES

- 1.1 For each forthcoming Financial Year, the IIP and the Commissioner will agree the relevant Programme Level Knowledge Transfer Plan associated with the knowledge transfer activities to be carried out in accordance with Appendix 2 to Schedule 3. This Programme Level Knowledge Transfer Plan will provide details of the knowledge transfer to be undertaken in respect of specific individuals over the course of the Financial Year.
- 1.2 The Knowledge Transfer Performance Measure shall be achieved if the Total Knowledge Transfer Items Successfully Achieved as against the Total Knowledge Transfer Items Planned (each as defined in Appendix 2 of Schedule 3) in any Financial Year exceeds to Performance Measure percentage set out below.
- 1.3 In agreeing whether or not specific knowledge transfer measures for each individual have been met, equivalent weighting will be given to the assessments of the individual, the relevant line manager and the IIP.

Criteria	Measurement	Baseline
For the relevant Financial Year, knowledge transfer is in line with the Programme Level Knowledge Transfer Plan.	To be measured through aggregation of progress against Individual Knowledge Transfer Plans.	For each individual the relevant knowledge to be transferred will be agreed and documented within the Individual Knowledge Transfer Plan. Current capability and the level of required increase in skills will be assessed and agreed by the individual, their line manager and the IIP,

- 1.4 The Knowledge Transfer Performance Measure will be deemed to be achieved where at least 85% of Total Knowledge Transfer Items Planned in the aggregated Individual Knowledge Transfer Plans is agreed as having been achieved by the individual, the relevant line manager and the IIP.
- 1.5 In the event that an identified individual is unable or unwilling to demonstrate the required level of capability increase, this will be brought to the attention of the WMP Head of Change, and a remediation plan (and suitable waiver where applicable) will be agreed.

2. TEST 2 - COMPARATIVE FORCE MEASURE

- 2.1 For each Financial Year, this test shall be achieved if the Criteria below is within the Tolerance of the Baseline using the Measurement set out below.

Criteria	Measurement	Baseline	Tolerance
For the relevant Financial Year, WMP has maintained its relative performance position in relation to Most Similar Forces (being West Yorkshire,	This test will be measured by Most Similar Force comparator data available in iQuanta/Project Fusion for Recorded Crimes per 1000	Will be available from iQuanta at the end of April 2014. The 12 months to	95% or lower of Most Similar Force average

Greater Manchester, Merseyside and West Midlands)	residents For the purposes of this measure "Recorded Crimes" shall have the meaning as defined by the current Home Office Counting Rules for Recorded Crime HMIC Crime Tree/all CRIMES per 1000 residents Bar MSG chart	the end of February 2014 WMP had 62.899 crimes per 1000 residents, which was lowest in the group. X% lower than the lowest force from within the Most Similar Force group	
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2.2 The baseline set out above shall remain fixed for the Term and shall not be subject to any adjustment.

3. TEST 3 – INDIVIDUAL PERFORMANCE MEASURES

3.1 This test shall be achieved if each of the individual performance measures set out below have met the Criteria below within the Tolerance of the Baseline using the Measurement set out below.

3.2 Each Criteria shall be measured for each Financial Year (unless otherwise stated) and, for those Performance Criteria specified below, based on process average unless otherwise indicated. A worked example is included at paragraph 3.5 below for illustrative purposes only.

Criteria	Measurement	Baseline Current monthly process average	Tolerance (in percent points unless otherwise stated)	Tolerance value
WMP continues to reduce crime overall	Total Recorded Crime (being all indictable offences that are reported to the Home Office). This shall be measured using Statistical Process Control (SPC) methodology.	14381 Current process average	5% of Total Recorded Crime	15100
West Midlands as a region continues to see nationally low levels of re-offending	Re-Offending Rate as calculated by Ministry of Justice (via iQuanta)	24.3% Latest cohort data to March 2011	3%	27.3%
Demand for police services from the public	Total National Incident Category Lists (NICL) logs in such Financial Year. This shall be measured in accordance with NPIA National Standards for Incident Reporting.	73699 Current process average	3% of total demand	75910

reduces				
Confidence in policing in the West Midlands improves	Feel the Difference survey (one question to residents of the WMP force area). This survey is run twice per year.	83.0% Current process average	5%	78.0%
Conduct complaints against the police reduce	Professional Standards Department Conduct reports made in the relevant Financial Year (http://osd/performance/portal/psd/index.asp) Monthly average number of conduct cases	31.7 Current process average	5% of conduct complaints	33.3
Satisfaction with service on crime and anti-social behaviour issues improves	Contact Counts – 2 separate questions: i) overall satisfaction where a crime is reported (for the purposes of this measure crime is burglary of a dwelling, violent, vehicle or hate crime); and ii) overall satisfaction where ASB is reported. As further defined in survey guidelines.	82.7% crime 76.8% ASB Current process averages	1%	81.7% crime 75.8% ASB
Standards for answering and responding to requests for service are improved	Standards for answering emergency and non emergency calls. 30 seconds for non emergency calls average answer delay. % of NON-EMERGENCY calls answered in SLA of 30 seconds 10 seconds for emergency calls average answer delay. % EMERGENCY calls answered in SLA of 10 secs % of EARLY Graded logs responded to within 60 minutes % of IMMEDIATE Graded logs responded to within 15 minutes	82.5% – non emergency answer 91.2% emergency answer 85.9% Early 89.5% Immediate Current process averages	1%	81.5% 90.2% 84.9% 88.5%
Increase staff confidence in their own capabilities	Staff survey I have the skills I need to do my job. I have the equipment and materials I need to do my job. I have the necessary information available to me to do my job.	65.3% Last survey June 2013	3%	62.3%
Increase staff confidence	Staff survey I have confidence in WMP.	33.2% Last survey	3%	30.2%

in WMP		June 2013		
Public participation increases in the identification of policing priorities and in support of community safety	Note – not included in Financial Year 2014/5 calculations. The IIP will develop a measurement methodology such that this performance measure can be included from Financial Year 2015/6.	None for Financial Year 2014/15	1%	

3.3 The baseline performance level set out above shall be used to establish compliance with paragraph 3.1 above and shall remain fixed for Financial Year 2014/5 and Financial Year 2015/6. For Financial Year 2016/7 onwards the baseline performance levels may, at the sole discretion of the Commissioner, change so that if in such Financial Years the average performance exceeds the minimum level of performance (being the Baseline subject to the Tolerance) and it exceeds the performance achieved against the individual performance measure in the previous Financial Year then this level of performance will become the new baseline against which performance shall be measured for the following Financial Year.

3.4 For the avoidance of doubt, the Baseline shall not be re-set in any Financial Year where performance is lower than the minimum level of performance (either in that Financial Year or since the Effective Date).

3.5 A worked example is set out below for illustrative purposes only:-

Performance Measure	Start value at 1 st April 2013 ¹	Tolerance ²	End value at 1 st April 2014 ³	Test 1 ⁴	Index value ⁵
WMP continues to reduce crime overall	14219	14930	14381	✓ M	99
West Midlands as a region continues to see nationally low levels of re-offending	23.7%	26.7%	24.3%	✓	99
Demand for police services from the public reduces	77562	79889	73699	✓ M	105
Confidence in policing in the West Midlands improves	83.1%	78.1%	83.0%	✓	100
Conduct complaints against the police reduce	33.2	34.9	31.7	✓ M	105
Satisfaction with service on crime and anti-social behaviour issues improves				✗ D	96
Satisfaction with service with crime issues improves	86.9%	85.9%	82.7%	✗ M	99
Satisfaction with service with anti-social behaviour issues improves	78.0%	77.0%	76.8%		

¹ Monthly process average or measure value at start of 2013/14.

² The Start date plus the tolerance value (ie +1%, 3% or 5%)

³ Current monthly process average or measure value at start of 2014/15.

⁴ M = average process maintained, E = Enhanced, D = Deteriorated; based on SPC step changes.

⁵ % difference between start value and end value, e.g. TRC end value -7% compared to start value = 100-7 = 93

Standards for answering and responding to requests for service are improved					100
30 seconds for non emergency calls average answer delay	82.3%	81.3%	82.5%	✓ M	101
10 seconds for emergency calls average answer delay	92.4%	91.4%	91.2%	X D	98
Standards for responding to EARLY requests for service within 60mins	88.1%	87.1%	85.9%	X D	
Standards for responding to IMMEDIATE requests for service within 15mins	89.8%	88.8%	89.5%	✓ M	100
Increase staff confidence in their own capabilities ⁶					
I have the skills I need to do my job			65.3%	-	-
I have the equipment and materials I need to do my job					
I have the necessary information available to me to do my job					
Increase staff confidence in WMP ⁷					
I have confidence in WMP			33.2%	-	-
Public participation increases in the identification of policing priorities and in support of community safety					

4. TEST 4 - WEIGHTED BASKET MEASURE

4.1 This test shall be achieved if the weighted average of the individual performance measures demonstrates improvement against the weighted average baseline.

4.2 Each of the individual performance measures shall be weighted as set out below:-

Criteria	Weighting
WMP continues to reduce crime overall	5%
West Midlands as a region continues to see nationally low levels of re-offending	10%
Demand for police services from the public reduces	10%
Confidence in policing in the West Midlands improves	5%
Conduct complaints against the police reduce	5%
Satisfaction with service on crime and anti-social behaviour issues improves	15%
Standards for answering and responding to requests for service are improved	15%
Increase staff confidence in their own capabilities	10%
Increase staff confidence in WMP	10%
Public participation increases in the identification of policing priorities and in	15%

⁶ Staff survey June/July 2013. Baseline year no comparator

⁷ Staff survey June/July 2013. Baseline year no comparator

support of community safety	
Total	100%

- 4.3 Each individual performance measure shall be given an index value based on the percentage difference between the Baseline and the actual performance in the relevant Financial Year.
- 4.4 The index value for each performance measure shall be multiplied by the weighting to give the final score.
- 4.5 The final scores shall be added together for all performance measures and if this is equal to or greater than 100 then the weighted basket measure test shall be deemed achieved. (For Financial Year 2015/6 the final scores must exceed 85 to reflect the fact that one performance measure is not being calculated in that Financial Year).
- 4.6 A worked example is set out below for illustrative purposes only:-

Performance Measure	Index value ⁸	Final score ⁹
WMP continues to reduce crime overall	99	4.95
West Midlands as a region continues to see nationally low levels of re-offending	99	9.90
Demand for police services from the public reduces	105	10.50
Confidence in policing in the West Midlands improves	100	5.00
Conduct complaints against the police reduce	105	5.25
Satisfaction with service with crime and ASB issues improves	98	14.63
Standards for answering and responding to requests for service are improved	100	14.96
Increase staff confidence in their own capabilities	100	10.0
Increase staff confidence in WMP	100	10.0
Public participation increases in the identification of policing priorities and in support of community safety		
		85.19

5. CHANGES IN MEASUREMENT BASIS

- 5.1 Where any changes occur to the agreed methodologies for any Performance Criteria as set out in this Schedule, then the Commissioner may decide to:-
- 5.1.1 continue to calculate performance on the basis of the methodology set out above; or
- 5.1.2 where appropriate, the Commissioner and the IIP may agree through the Change Control Procedure to adopt a revised calculation methodology (subject to quantifying any impact on performance levels).

⁸ % difference between start value and end value, e.g. TRC end value + 1.1% compared to start value = 100-1 = 99

⁹ Index value x weighting, e.g. TRC 99*0.05 (5% weighting) = 4.95

5.2 Any failure by the parties to agree the approach in accordance with paragraph 5.1 above shall be handled in accordance with Clause 69.

APPENDIX 2

FINANCIAL MODEL

1. FINANCIAL MODEL

- 1.1 The Financial Model sets out the current best assessment of the financial position of the Commissioner for the next 5 Financial Years.
- 1.2 The Financial Model is based on certain assumptions about inflation and cost factors into the future, including pay awards, which may ultimately be different to actual cost increases. For the avoidance of doubt, the actual finances shall be agreed as part of the annual budget planning process in accordance with paragraph 10.4 of this Schedule.
- 1.3 The detailed Financial Model is attached. A high level financial summary and savings requirement is show in the table below.

	14/15	15/16	16/17	17/18	18/19	19/20	Total
	£m	£m	£m	£m	£m	£m	£m
Addressable spend	510	526	521	506	493	482	
Savings required	0	24	25	25	24	23	121
Savings %age		4.6%	4.8%	4.9%	4.9%	4.8%	23.7%
Use of Reserves	11	8	13	9	4	0	45

- 1.4 The table shows the Savings Target (being the savings required to balance the budget that year) in each Financial Year and the total over 5 years of £121,000,000 (one hundred and twenty one million pounds), based on the current assumptions and planned use of reserves.
- 1.5 The Financial Model assumes that the Savings Target required to balance the 2014/5 budget have been achieved and realised. As such, the first budget Financial Year that savings are anticipated from the IIP's Services is 2015/16. The current WMP change programme in flight projects are planned to deliver an element of the 2015/6 Savings Target. In addition the Addressable Spend figure in each Financial Year also assumes that all previous Financial Year's savings targets have been achieved and the spending removed from the base budget.
- 1.6 For the purposes of the Financial Model, the Charges payable to the IIP under this Agreement are not set out in the Financial Model and must be met from the Additional Savings.

2. POLICE PAY

- 2.1 The profile of Addressable Spend (and reserves use) increases in the first years and then decreases to reflect the planned recruitment of police officers in 2014/5 and 2015/6.
- 2.2 It is important to recognise the specific constraints on police officer pay. There is no legal provision to make police officers compulsorily redundant and whilst voluntary severance is possible the current position of the Commissioner and Chief Constable is that any use of this would need very strong operational and financial justification to be considered. As such, the ability to reduce police pay costs is predominantly restricted to officers leaving through retirement or other reasons, and this is a key constraint on the Commissioner's ability to realise Cashable Savings. It does not however affect the

ability to make productivity and efficiency savings that can be redirected into other value adding activities.

- 2.3 Underpinning the Financial Model is the Commissioner's current assessment of the likely levels of police officer leavers, and the realisable savings that would arise as a result of this. This is updated regularly based on actual turnover rates, and the Commissioner's recent experience is that actual turnover rates have been higher than planned rates indicating that further Cashable Savings from police pay could be achievable.
- 2.4 The table below shows the financial position if police officer pay budgets and the forecast turnover savings are removed from the Financial Model, with the detail shown in attachment 4.

	14/15	15/16	16/17	17/18	18/19	19/20	Total
	£m	£m	£m	£m	£m	£m	£m
Addressable spend (excl police pay)	173	176	167	160	152	148	
Savings required (excl police turnover)	0	11	10	10	8	9	48
Savings %age		6.3%	6.0%	6.3%	5.3%	6.1%	27.7%

3. RESERVES

- 3.1 The current financial position of the Commissioner is such that due to the early achievement of savings in previous years, there are earmarked reserves available to support spending. The current financial strategy is based on using those reserves to support recruitment of police offers in 2014/15 and 2015/16. The result of this is that the Commissioner anticipates using a degree of reserves to balance the budget over the next few years to 2018/19, with a balanced budget in 2019/20.
- 3.2 The profile of assumed reserves support to the revenue budget is shown in the Financial Model and frames the Savings Target required from the IIP.

Attachment 1 of Financial Model Spreadsheet – List of assumptions for Financial Model

Attachment 2 of Financial Model Spreadsheet - Detailed Financial Model (including police pay)

Attachment 3 of Financial Model Spreadsheet – Staffing model

Attachment 4 of Financial Model Spreadsheet – Detailed model (excluding police pay)



COPY Financial Model
- Attachments Final.x

APPENDIX 3

2014/15 RATE CARD

Consultancy Service Category Lot	Trainee Consultant	Junior Consultant	Consultant	Senior Consultant	Principal Consultant	Managing Consultant	Director / Partner
Multi Specialism Programme Delivery							
Management Consultancy - Policy Development & Advice							
Management Consultancy - Organisational Strategy							
Functional Advice & Support - Change Management PPM							
Functional Advice & Support - Human Resource Management							
Functional Advice & Support - Procurement							
Functional Advice & Support - Information & Communications Technology							
Corporate Finance & Financial Strategy							
Finance Operations Support							
Economic Analysis							
Blended average day rate							

These rates are based on the following:

- **Consultant's Working Day** - 8 hours excluding travel and lunch;
- **Working Week** – Monday to Friday excluding national holidays;
- **Expenses** – the rates includes out of pocket expenses (per day) but excludes seat charges (it assumes we will work on WMP sites),
- **Professional Indemnity Insurance** – included in the day rates.
- **Discount-** For the purposes of 12.5.1 (c) Schedule 6 Pricing and Payment, the Charges are equal to the Rate less the expenses e.g. if the rate is £1000, the Charges =

<u>2014/15 Standard Onshore Rate Card</u>						
	Strategy & architecture	Business change	Solution development & implementation	Service management	Procurement & management support	Client interface
1. Follow						
2. Assist						
3. Apply						
4. Enable						
5. Ensure/Advise						
6. Initiate/Influence						
7. Set Strategy/Inspire						

These rates are based on the following:

- **Consultant's Working Day** - 8 hours excluding travel and lunch;

- **Working Week** – Monday to Friday excluding national holidays;
- **Expenses** – the rates includes out of pocket expenses (per day) but excludes seat charges (it assumes we will work on WMP sites);
- **Professional Indemnity Insurance** – included in the day rates.
- **Discount-** For the purposes of 12.5.1 (c) Schedule 6 Pricing and Payment, the Charges are equal to the Rate less the expenses e.g. if the rate is £1000, the Charges =

2014/15 Standard Offshore Rate Card		
	Solution development & implementation	Service management
1. Follow		
2. Assist		
3. Apply		
4. Enable		
5. Ensure/Advise		
6. Initiate/Influence		
7. Set Strategy/Inspire		

The offshore rates differ from the onshore rates and are based on the following:

- **Consultant's Working Day** - 9 hours excluding travel and lunch;
- **Working Week** – Monday to Friday excluding national holidays;
- **Expenses** –Seat charges are included. As the roles are off shore, no expenses are included, though should the roles become landed in the UK, associated expenses will be discussed and agreed in advance
- **Professional Indemnity Insurance** – included in the day rates.

- **Discount-** For the purposes of 12.5.1 (c) Schedule 6 Pricing and Payment, for the Offshore rate card, the Charges are equal to the rate i.e. no expenses to be deducted.

APPENDIX 4

SPINE CHARGES

In accordance with paragraph 5.1 of this Schedule the Spine Charges set out below shall be fixed for Financial Year 2014/15 and agreed for subsequent Financial Years in accordance with paragraph 5.2 of this Schedule. The Spine Charges below are calculated in accordance with the Resource Plan.

Element	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	Total
Labour							
Materials							
Subcontractor Costs							
Overheads							
Sub total							
Profit							
Total Cost							£16,184,413

PART B - INVOICING

1. PURPOSE OF THIS PART OF THE SCHEDULE

- 1.1 Part B of this Schedule sets out the method by which the IIP shall raise invoices to the Commissioner for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

2. IIP INVOICES

- 2.1 The IIP shall prepare and provide to the Commissioner for approval a draft pro forma invoice within ten (10) Working Days of the Effective Date which shall include, as a minimum, the details set out in paragraph 2.4 of this Part B of this Schedule together with such other information as the Commissioner may reasonably require. If the draft pro forma invoice is not approved by the Commissioner then the IIP shall make such amendments as may be reasonably required by the Commissioner.
- 2.2 The IIP shall be entitled to raise an invoice in respect of any payment which falls payable to the IIP pursuant to the Agreement.
- 2.3 The IIP shall invoice the Commissioner in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A of this Schedule.
- 2.4 The IIP shall ensure that each invoice contains the following information:
- 2.4.1 the date of the invoice;
 - 2.4.2 a unique invoice number;
 - 2.4.3 the period(s) to which the relevant Charge(s) relate;
 - 2.4.4 details of the correct Agreement reference;
 - 2.4.5 the reference number of the purchase order to which it relates (if any);
 - 2.4.6 the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - 2.4.7 the methodology applied to calculate the Charges;
 - 2.4.8 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Commissioner under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
 - 2.4.9 details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
 - 2.4.10 reference to any reports required by the Commissioner in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the IIP for validation by the Commissioner, then to any such reports as are validated by the Commissioner in respect of the Services);
 - 2.4.11 a contact name and telephone number of a responsible person in the IIP's finance department in the event of administrative queries; and

- 2.4.12 the banking details for payment to the IIP via electronic transfer of funds (ie name and address of bank, sort code, account name and number).
- 2.5 Each invoice shall at all times be accompanied by sufficient information ("**Supporting Documentation**") to enable the Commissioner to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Commissioner shall not be conclusive. The IIP undertakes to provide to the Commissioner any other documentation reasonably required by the Commissioner from time to time to substantiate an invoice.
- 2.6 The IIP shall submit all invoices and Supporting Documentation in such format as the Commissioner may specify from time to time to:
- David Wilkin, Director of Resources
- with a copy (again including any Supporting Documentation) to such other person and at such place as the Commissioner may notify to the IIP from time to time.
- 2.7 All IIP invoices shall be expressed in sterling or such other currency as shall be permitted by the Commissioner in writing.
- 2.8 The IIP shall only regard an invoice as valid if it complies with the provisions of this Part B of this Schedule. Where any invoice does not conform to the Commissioner's requirements set out in paragraph 2 of this Schedule, the Commissioner will return the disputed invoice to the IIP. The IIP shall promptly issue a replacement invoice which shall comply with the same.

3. **PAYMENT TERMS**

- 3.1 Subject to the provisions of paragraph 2 of this Part B of this Schedule, the Commissioner shall make payment to the IIP within 30 (thirty) days of receipt of a valid invoice by the Commissioner at its nominated address for invoices.

SCHEDULE 7

GOVERNANCE

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings:-

"Design Authority"	means the design authority established and operated in accordance with this Schedule 7
"IIP Portfolio Lead"	means the portfolio lead appointed by the IIP as set out in paragraph 5.1.1(a) below
"Organisation Change Board" or "OCB"	means the organisation change board described in paragraph 4.2 below established to oversee the provision of the Services at a strategic level
"OCPB"	means a sub-group of the OCB
"PMO"	means the project management office established and operated in accordance with this Schedule 7
"Portfolio Team"	means the team described in paragraph 5.1 below responsible for day to day oversight of the provision of the Services
"Scheme of Governance"	means the scheme of governance of the Commissioner and/or the Chief Constable from time to time
"SRO"	has the meaning set out in paragraph 4.3.2 below
"WMP Design Authority Lead"	means the head of the design authority appointed by WMP from time to time
"WMP Head of Change"	means the change and integration manager appointed by WMP from time to time
"WMP Head of ICT"	means the head of ICT appointed by WMP from time to time
"WMP Head of Procurement"	means the head of procurement appointed by WMP from time to time
"WMP PMO Manager"	means the PMO manager appointed by WMP from time to time

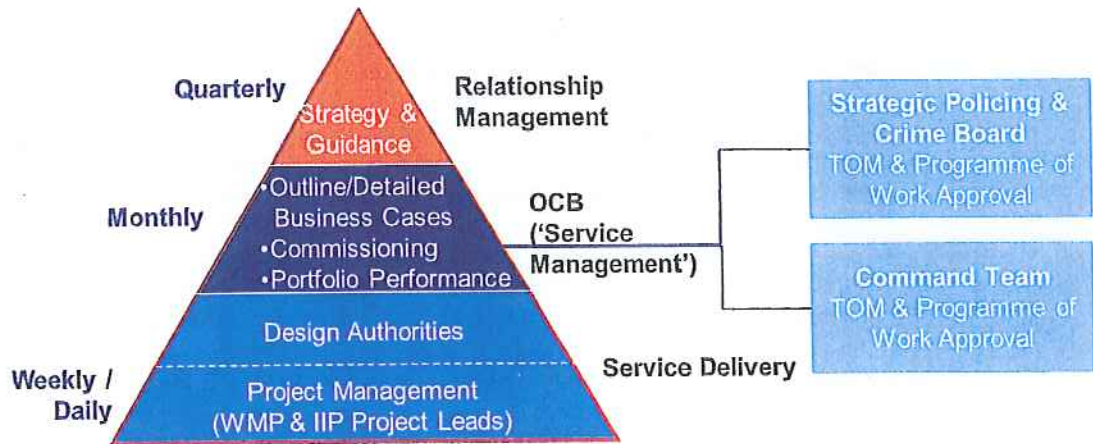
2. INTRODUCTION

2.1 This Schedule establishes the following governance structures as defined in figure 1 below:-

- 2.1.1 Relationship Management – management of the relationship between the Commissioner, the Chief Constable and the IIP;
- 2.1.2 Service Management – the process for sign off of Deliverables and the Commissioning Process; and

- 2.1.3 Service Delivery – the process for oversight of the delivery of the Services and the management of Component Projects.

Figure 1 – Programme Governance structure



- 2.2 The purpose of the governance structure set out in this Schedule is to:-
- 2.2.1 provide direction for the relationship between the Commissioner, Chief Constable and the IIP;
- 2.2.2 provide a mechanism for ensuring the partnership continues to add value throughout the Term of the Agreement;
- 2.2.3 provide for effective decision making;
- 2.2.4 provide for oversight and monitoring of the provision of the Services; and
- 2.2.5 provide for a structure to link to the Commissioning Process.
- 2.3 During Month 1, the IIP shall deliver the IIP Governance Terms of Reference Deliverable (as set out in Appendix 3 of Schedule 3) to describe the objectives, structures, roles, products and processes for both the IIP and WMP contributions. This will be an operational document which underpins this Schedule 7. For the avoidance of doubt, any changes to this Schedule 7 shall be subject to the provisions of paragraph 7 set out below.
- 2.4 The IIP shall keep the IIP Governance Terms of Reference up to date throughout the Term.
3. **RELATIONSHIP MANAGEMENT**
- 3.1 There shall be quarterly relationship meetings (or more regular if the Commissioner reasonably requires) attended by:-
- 3.1.1 the Commissioner (and/or his or her nominated representatives (which may include staff, officers or partners));
- 3.1.2 the Chief Constable (and/or his or her nominated representatives (which may include staff, officers or partners)); and
- 3.1.3 Aimee Chapple (QA Director) and Mark Lyons (UK & Ireland Health & Public Service Managing Director) on behalf of the IIP (and/or his or her nominated representatives

as agreed between the parties) together with such additional attendees as the parties agree appropriate from time to time.

- 3.2 The purpose of these meetings is:-
- 3.2.1 to provide senior level guidance, leadership and strategy for the partnership;
 - 3.2.2 to determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services;
 - 3.2.3 to ensure that the partnership is operated throughout the Term in a manner which ensures delivery against the Programme of Work and that Component Projects match with the Commissioner's planning and budget cycle; and
 - 3.2.4 to ensure that the Agreement operates to optimise the value for money and operational benefit derived by the Commissioner and the commercial benefit derived by the IIP.
- 3.3 Prior to the meetings, the IIP shall provide WMP attendees with a summary report setting out:-
- 3.3.1 progress against the Programme Plan;
 - 3.3.2 in line with the planning cycle an update on the forecast for the Programme of Work (including in respect of any annual refresh);
 - 3.3.3 a report on emerging technology and potential improvements in accordance with paragraph 4.2.1 of Part B of Schedule 3; and
 - 3.3.4 delivery against WMP/WMOPC expectations as documented in the WMP/WMOPC Expectations Deliverable.
- 3.4 The meetings shall be held at Lloyd House or such other location as may be notified by the Commissioner from time to time and shall be at mutually convenient times for attendees.
- 3.5 In addition, the IIP may be called upon annually to report to the Strategic Policing and Crime Board on the developments and Services provided by the IIP. The IIP acknowledges that the Commissioner is subject to public scrutiny and the IIP agrees it shall attend such meetings to account to the public as the Commissioner may reasonably request from time to time.
- 3.6 During the Term, the IIP shall, from time to time:-
- 3.6.1 provide WMP with reasonable access to Accenture Centres of Excellence (CoE) including the Police CoE (providing policing specific expertise and innovation) and Analytics CoE (deep expertise in the use of analytics tools to solve business issues);
 - 3.6.2 provide WMP with access to its UK innovation centre and provision of demonstrations and external speakers on strategic 'hot topics' and challenges;
 - 3.6.3 provide WMP with access to Accenture global technology labs or the products or services derived from the labs where they may provide insight to inform the Programme of Work
 - 3.6.4 use Accenture's video conferencing facilities to connect WMP to global Accenture resources & experts;

- 3.6.5 use social media and other collaboration tools (e.g. Yammer, Microsoft Lync federation) to support sharing of insight across distributed teams and engage interest groups virtually;
- 3.6.6 use learning academies as relevant to the Services providing access to courses across a range of disciplines (e.g. finance and change management) to drive skills development within WMP.

3.7 Cultural change and fit

- 3.7.1 The IIP shall deliver a broad, sustainable level of cultural change through (as agreed with WMP from time to time):-
 - (a) informal 'keep in touch' meeting between IIP and WMP/WMOPC team leaders;
 - (b) meetings as part of quality assurance to discuss stop/start/continue behaviours;
 - (c) 360 degree feedback requested for the joint leadership teams;
 - (d) joint performance rewards and objectives (e.g. team of the month);
 - (e) common corporate citizenship plans (e.g. joint fundraising and local community support);
 - (f) secondment opportunities across WMP, WMOPC and the IIP organisations;
 - (g) joint induction processes and material for new joiners to the programme;
 - (h) Component Projects following the define and implement the desired WMP culture.

4. SERVICE MANAGEMENT

4.1 Sign off of Deliverables

- 4.1.1 All Deliverables will be approved by the Design Authority before submission to the OCB.
- 4.1.2 In accordance with Clause 5.4.5 in respect of the As-Is Operating Model Deliverable and To-Be Operating Model Deliverable and Clause 5.5.6 in respect of the Programme of Work Roadmap Deliverable, each Deliverable shall, once Accepted by OCB be submitted to the Commissioner and/or Chief Constable for Approval in accordance with the Scheme of Governance.
- 4.1.3 Any changes to the To-Be Operating Model Deliverable and/or the Programme of Work Roadmap Deliverable during the Term must be approved by the Design Authority and the OCB and (where required under the Scheme of Governance) submitted to the Commissioner and/or Chief Constable for approval.
- 4.1.4 Subject to paragraph 4.1.5 the day to day management (including the approval of all other Deliverables) shall be delegated to the OCB in accordance with the Scheme of Governance. Therefore, the OCB shall, subject to the Scheme of Governance, have

authority to act on behalf of the Chief Constable and/or Commissioner in respect of any aspect included within the signed off TOM and/or Programme of Work.

- 4.1.5 For the avoidance of doubt, notwithstanding the delegation of day to day management to OCB, the Commissioner and/or Chief Constable reserves the right to require specific decisions and/or actions to be escalated to either the Commissioner and/or Chief Constable from time to time prior to proceeding and may specify (as part of its approval under paragraph 4.1.2 or 4.1.3 this in relation to any specific Component Projects incorporated within the Programme of Work.
- 4.1.6 For the avoidance of doubt, the overall delivery of the TOM through the Programme of Work will be owned by:-
- (a) subject to the Chief Constable's accountability to the Commissioner, the Chief Constable (via the Command Team) in so far as this relates to the force; and
 - (b) the Commissioner (via the WMOPC) in so far as the projects relate to the broader responsibilities of the Commissioner.

4.2 Organisation Change Board (OCB)

4.2.1 The OCB shall be responsible for:

- (a) the overall strategic management of the Services;
- (b) the commissioning of Component Projects; and
- (c) carrying out the specific obligations attributed to it in this Agreement.

4.2.2 The OCB shall:

- (a) consider the IIP's proposals in relation to the current change programme in accordance with Clause 5.6.3;
- (b) receive and review reports from the Portfolio Team which summarise key aspects of the operation of the Services and review reports on technology, service and other developments that offer potential for improving the benefit either party is receiving, in particular value for money;
- (c) subject to the Scheme of Governance, authorise the commissioning and initiation of new business change projects and shall assess opportunities for Component Projects;
- (d) oversee any projects brought forward by the IIP which provide opportunity but fall outside the current Programme of Work;
- (e) recognise and promote participation in cross-governmental initiatives; and
- (f) approve the prioritisation of projects, resources or initiatives in context of conflicting demands and key dependencies.

4.2.3 As at the Effective Date the OCB shall be as set out in Appendix 1 to this Schedule. This Appendix sets out the members, terms of reference, planned start date and frequency (unless otherwise agreed between the parties) and location of the meetings.

- 4.2.4 There shall be no required quorum for OCB meetings.
- 4.2.5 The OCPB shall be a sub-group of OCB established for the purposes of reviewing and approving Mandates in accordance with the Commissioning Process and other programme delivery activities as the parties may agree from time to time.
- 4.3 **Component Projects**
- 4.3.1 The WMP Head of Change shall be responsible for oversight of each Component Project that is commissioned in accordance with this Agreement.
- 4.3.2 In respect of each Component Project, OCB shall nominate a senior responsible officer ("**SRO**") from the Chief Constable and/or the Commissioner to monitor service performance in accordance with the terms of this Agreement.
- 4.3.3 The IIP shall report to the SRO in relation to its obligations under this Agreement and/or relevant Work Order to the extent that they relate to that Component Project.
- 4.3.4 The SRO shall review and report to the OCB on service management, co-ordination of individual projects and any integration issues.
- 4.4 **Commissioner's oversight**
- 4.4.1 The Commissioner has a duty to hold the Chief Constable to account and can at any time ask the Chief Constable to account for the initiation, commissioning and delivery of any project within the Programme of Work. The IIP shall co-operate with this scrutiny as requested by the Commissioner and/or Chief Constable from time to time.
5. **SERVICE DELIVERY**
- 5.1 **WMP and IIP leads and Portfolio Team**
- 5.1.1 As at the Effective Date the leads for the IIP and WMP shall be:-
- (a) for the IIP – ; and ("**IIP Portfolio Lead**"); and
- (b) for the Commissioner – Alex Shariff ("**WMP Head of Change**").
- 5.1.2 The delivery of the Services will be managed at the day to day level through the IIP Portfolio Lead and the WMP Head of Change, in accordance with the terms of this Agreement.
- 5.1.3 The parties shall put in place a Portfolio Team. As at the Effective Date the Portfolio Team shall be as set out in Appendix 1 to this Schedule. This Appendix sets out the members, terms of reference, planned start date and frequency (unless otherwise agreed between the parties) and location of the meetings.
- 5.1.4 Both parties will ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
- 5.2 **Design Authority**
- 5.2.1 At the Services Commencement Date, the IIP shall establish a Technical Design Authority and a Design Authority (each incorporating WMP Personnel as appropriate).

- 5.2.2 As at the Services Commencement Date the Design Authority shall be as set out in Appendix 1 to this Schedule. The Technical Design Authority shall report into this Design Authority. This Appendix sets out the members, terms of reference, planned start date and frequency (unless otherwise agreed between the parties) and location of the meetings.
- 5.2.3 During the Term, the IIP shall make recommendations for the development of the governance process including, where appropriate, the merging of the Technical Design Authority and Design Authority into one combined design authority (incorporating WMP Personnel as appropriate).

5.3 Contract management

- 5.3.1 Both parties will pro-actively manage risks attributed to them under the terms of this Agreement.
- 5.3.2 The IIP will develop, operate, maintain and amend, as agreed with the Commissioner, processes for:
- (a) the identification and management of risks. The project risk register will be completed by the IIP and submitted for review by both parties at the Portfolio Team meetings;
 - (b) the identification and management of issues;
 - (c) monitoring and controlling project plans;
 - (d) benefit management; and
 - (e) document control and management.
- 5.3.3 In order to assist the contract management, the IIP will, by the end of Month 1 produce a 'simple guide' to the contract (for use by both parties) highlighting the key principles and obligations.
- 5.3.4 The parties shall meet on a monthly basis to consider contractual compliance, performance management and commercial issues. Attendees shall be Contract Manager (as defined in the Resource Plan) for the IIP and WMP Head of Procurement (or his nominated representative) for WMP together with such additional attendees as WMP shall determine from time to time.
- 5.3.5 The parties shall meet fortnightly (or as frequently as the parties may agree from time to time) to review impact analysis on Change requests (such as changes to scope of services), and to approve or reject Changes in accordance with the provisions of Schedule 10.
- 5.3.6 The IIP shall establish a PMO to operate in accordance with the terms of Appendix 1. The PMO shall provide a monthly performance summary which will be submitted to the Commissioner and the WMOPC (to be cascaded as appropriate).

6. WORKING WITH PARTNER ORGANISATIONS

- 6.1 The IIP will focus on establishing common objectives with WMP's partners in line with the vision and TOM. This alignment will achieve a coordinated and integrated level of partner engagement across WMP, to address and proactively reduce demand and harm.

- 6.2 The WMP partner and stakeholder eco-system is complex, with partners often individually fulfilling multiple roles. Segmentation of partner organisations includes:
- 6.2.1 **Public organisations** – Partners governed by either a central or local government body. Includes partners specific to policing , partners with a stake in delivery of a public service , emergency services, local authorities, regulatory bodies and academic research bodies. This group is important as they will often share common aims and objectives, e.g. in the reduction in harm to vulnerable people. These organisations hold information that can provide a more holistic view of a citizen.
 - 6.2.2 **Private organisations** - Partners run as a commercial business. Includes suppliers of services to WMP (directly procured, or nationally mandated), private organisations delivering services to West Midlands citizens, either on behalf of or in collaboration with WMP/WMOPC and businesses that are customers of WMP/WMOPC (e.g. security firms, event organisers). Suppliers of existing services will be critical to supporting BAU during the change programme.
 - 6.2.3 **Third Sector** - Partners independent of government, motivated by social goals. This includes the voluntary sector , social firms , policy organisations and industry bodies. This group understand and can speak for the needs of customers and have access to the people WMP wants to reach.
- 6.3 There will be additional partners who do not easily fit into this segmentation, or who span multiple characteristics depending on the role of the organisation. For example, housing authorities can be a strategic partner in identifying and preventing crime, but can have ambiguity in the boundaries of responsibilities between the housing and local authorities.
- 6.4 The IIP will engage partners in assessment and design activities throughout the TOM design (in accordance with Part A of Schedule 3), with ongoing strategic engagement throughout the process as needed. The IIP's approach to engaging with partner organisations is embedded throughout the Services, as partner engagement is a fundamental success factor for a cohesive Programme of Work.
- 6.5 The IIP Partnership Alliance Manager (as defined in the Resource Plan) will be responsible for partner engagement from the outset. In the Programme of Work their task is to drive partner involvement in specific projects at a strategic level, agreeing Component Project outcomes with the appropriate WMP team (including Change Agents).
- 6.6 The Partnership Alliance Manager will also coordinate the force-wide view of partners' strategic agendas. The IIP will translate this consolidated, strategic view through into TOM design and the Programme of Work, so that best practice in solutions and relationships can be exploited in the TOM design and built into Component Projects. This will result in partner engagement aligned to TOM strategic outcomes, as well as challenge from the IIP on where existing partnership arrangements are failing or non-productive.
- 6.7 The IIP Supplier Performance Manager (as defined in the Resource Plan) will complete an assessment of contracted suppliers to WMP, as a sub-set of the partner eco-system. In this regard they will work with the WMP Head of Procurement to manage supplier performance and contractual scope.
- 6.8 Even if a partner is not directly engaged in designing or implementing part of a solution, it will be critical to gain their commitment to the WMP vision. The IIP will therefore facilitate relationships at a strategic level with partners and WMP & WMOPC, to build strong advocates in all organisations. Through the Design Authority, the IIP will manage partner scope and technical

integration criteria for individual Component Projects, in line with blueprints and design principles.

- 6.9 The IIP will be an independent, objective partner throughout the Term, understanding points of mutual interest and challenge, and also equipping partner and force relationship leads with the knowledge and tools to manage relationships and address conflict.
- 6.10 At a Component Project level the IIP will manage change impact assessments with partners (in accordance with Appendix 1 to Schedule 3). Composition of the Change Agent Network will flex to meet the needs of specific Component Projects, with sponsors and agents mobilised to support the delivery of change in partner organisations (subject to agreement with the partners) using the Change Agent Network approach.

7. GOVERNANCE SUB-BOARDS

- 7.1 Each of the governance structures set out in this Schedule may delegate any function which it deems appropriate from time to time to a sub-board (which may be a Component Project or programme board as agreed in the IIP Governance Terms of References).
- 7.2 The body delegating shall be responsible for determining:-
 - 7.2.1 the members of the sub-board;
 - 7.2.2 the purpose of the sub-board; and
 - 7.2.3 how often the sub-board shall report to the delegating body as appropriate.

8. CHANGES TO THE GOVERNANCE PROCESS

- 8.1 If either party wishes to replace any of its members or representatives on any board or governance structure in this Schedule, that party shall notify the other in writing of the proposed change for agreement by the other party (such agreement not to be unreasonably withheld or delayed).
- 8.2 Each party shall ensure that its members or representatives (as appropriate) shall make all reasonable efforts to attend meetings at which that member's attendance is required. If any member is not able to attend a meeting, that person shall use all reasonable endeavours to ensure that:
 - 8.2.1 a delegate attends the relevant meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - 8.2.2 that he/she is debriefed by such delegate after the meeting.
- 8.3 A chairperson shall be appointed as identified in the Appendix in this schedule. The chairperson shall be responsible for:
 - 8.3.1 scheduling meetings;
 - 8.3.2 setting the agenda for meetings and circulating to all attendees in advance of such meeting;
 - 8.3.3 chairing the meetings;

- 8.3.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following meetings;
- 8.3.5 ensuring that minutes for meetings are recorded and disseminated electronically to the appropriate persons and to all meeting participants within seven Working Days after the meeting; and
- 8.3.6 facilitating the process or procedure by which any decision agreed at any meeting is given effect in the appropriate manner.

8.4 The parties shall ensure, as far as reasonably practicable, that the governance body shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each party shall use endeavours to ensure that its representatives are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

9. REPORTING

- 9.1 The IIP shall provide appropriate resource, capability and a toolset for monitoring and analysing programme progress and that of all Component Projects (delivered by the IIP or otherwise) supporting achievement of the Programme of Work deliverables.
- 9.2 The IIP shall ensure that appropriate WMP staff have access to all programme management information (any restrictions to be agreed between the parties from time to time) used to facilitate the delivery of the Programme of Work.
- 9.3 The IIP shall ensure that all programme related performance information is updated at least weekly.
- 9.4 The IIP shall supply WMP with a monthly summary report of progress which will include, but not be limited to:-
 - 9.4.1 Summary of key progress over the previous period (including progress against Milestones);
 - 9.4.2 Key actions for the forthcoming period;
 - 9.4.3 Summary of future milestone dates;
 - 9.4.4 Key risks and issues with mitigation actions;
 - 9.4.5 Activity exception summary with rectification actions;
 - 9.4.6 Benefits realisation summary; and
 - 9.4.7 Year end outturn cost forecast.
- 9.5 The IIP shall generate such additional ad-hoc reports as may be reasonably required by WMP from time to time.
- 9.6 In delivering the reporting requirements of the programme, the IIP will:-
 - 9.6.1 consolidate inputs from individual Component Projects as required; and

9.6.2 summarise the benefits realisation being achieved by both the overall programme and any individual Component Projects through application of an agreed post-implementation project review process. This element of the reporting requirement will relate back to the agreed benefits as stated in any Detailed Business Case or embedded in the delivery of the agreed Programme of Work as applicable and will detail both financial and non-financial benefits.

9.7 The IIP shall keep the Command Team regularly updated in relation to the Programme of Work (including the Strategic Programme Forecast, the 2 year forecast and the Operational Programme Forecast as referred to in Clause 5.5.2 of the Agreement).

10. **PROGRAMME COMMUNICATION**

10.1 The IIP shall comply with the provisions of Appendix 2.

APPENDIX 1

OCB REPRESENTATION AND STRUCTURE

Attendees for OCB	<p>Deputy Chief Constable (Chairperson) or nominated representative</p> <p>Director of Resources of WMP and such other members of the Command Team as the Chief Constable considers necessary from time to time.</p> <p>WMP Head of Change or nominated representative</p> <p>Officers of the Office of Police and Crime Commissioner as the Commissioner deems necessary from time to time.</p> <p>Such other members, employees or representatives of WMP or partners as the Commissioner and/or the Chief Constable considers necessary from time to time.</p> <p>IIP Portfolio Lead</p> <p>IIP Relationship Director ,</p> <p>Such other members of the IIP (and/or its Subcontractors) as WMP may reasonably request from time to time.</p>
Start date for OCB meetings	Services Commencement Date
Frequency of OCB meetings	Monthly
Location of OCB meetings	Lloyd House (or such other location as may be notified by the Commissioner from time to time)
Terms of reference for OCB	<p>As per delegation in the Scheme of Governance. This is envisaged to include:</p> <ul style="list-style-type: none"> • approval of resources from Chief Constable and/or Commissioner in relation to the development of businesses cases; • review, acceptance and approval of Outline Business Cases and Detailed Business Cases within the agreement Programme of Work and within the current levels of finance as set out in the Scheme of Governance; • review and acceptance of Deliverables as against the Acceptance Criteria; • update and feedback on delivery quality (in particular, as against the WMP/WMOPC Expectations

	<p>Deliverable); and</p> <ul style="list-style-type: none"> • approval and agreement of Dependencies. • reporting to the Command Team and Police and Crime Board in respect of the Services • Change Control requests in accordance with the Scheme of Governance
Reports to be received by OCB from IIP for each meeting (unless otherwise agreed)	<ul style="list-style-type: none"> • Critical path view of progress against the Programme Plan (as set out in paragraph 2.4.7(b) of Part D of Schedule 3) • Delivery against the WMP/WMOPC Expectations Deliverable • Risk Register and Dependency Map (in accordance with paragraph 2.10.3 and 2.10.4 of Part D of Schedule 3) • summary of the Stakeholder Engagement Strategy and Approach (in accordance with paragraph 5.6 of Part D of Schedule 3) • Stakeholder Management Plans, Communication Plans and Change Management Plans (in accordance with paragraph 4.6 of Appendix 1 of Schedule 3) • Performance against contractual Service Levels and KPIs • financial and non-financial benefits • pipeline of Outline Business Cases and Detailed Business Cases to inform resource requirements

Portfolio Team Representation and Structure

Chairperson for Portfolio Team	(IIP Portfolio Lead)
Members for Portfolio Team	<p>WMP Head of Change or nominated representative</p> <p>WMP Head of ICT or nominated representative</p> <p>Such other members, employees or representatives of WMP, WMOPC or partners as the Commissioner and/or the Chief Constable considers necessary from time to time</p> <p>Such other members of the IIP (and/or its Subcontractors) as WMP may reasonably request from time to time.</p>

Start date for Portfolio Team meetings	As from the Services Commencement Date
Frequency of Portfolio Team meetings	During the TOM phase – daily (or such other period as agreed between WMP Head of Change and the IIP Portfolio Lead) During the Programme of Work implementation – weekly
Location of Portfolio Team meetings	Lloyd House (or such other location as may be notified by the Commissioner from time to time)
Terms of reference for Portfolio Team	<p>The Portfolio Team shall:-</p> <p>During the TOM:-</p> <ul style="list-style-type: none"> • the IIP Portfolio Lead shall lead on the delivery of the TOM with support and input from the Portfolio Team as set out in Schedule 3 (Services Description); • the WMP Head of Change shall be responsible for agreeing programme plan for TOM delivery and leading on WMP resource inputs; and • report to the OCB on significant issues requiring decision and resolution by the OCB in relation to the development of the TOM. <p>During the implementation of the Programme of Work:-</p> <ul style="list-style-type: none"> • report to the OCB on significant issues requiring decision by the OCB in relation to the implementation of the Programme of Work and/or any integration of Component Projects; and • report to the Component Project SRO on significant issues requiring decision and resolution by the SRO in relation to the implementation of any Component Project. <p>Ongoing</p> <ul style="list-style-type: none"> • review and approval of any Dependencies identified under Clause 12.
Reports to be received by Portfolio Team from IIP for each meeting (unless otherwise agreed)	<ul style="list-style-type: none"> • Progress against the Programme Plan (as set out in paragraph 2.9.4(a)(i) of Part D of Schedule 3); • Financial and non-financial benefits realisation (as set out in paragraph 2.9.4(a)(ii) of Part D of Schedule 3) • Risk Register and Dependency Map (in accordance with paragraph 2.10.3 and 2.10.4 of Part D of Schedule 3)

	<ul style="list-style-type: none"> Stakeholder Management Plans, Communication Plans and Change Management Plans (in accordance with paragraph 4.6 of Appendix 1 of Schedule 3)
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Design Authority Representation and Structure

Chairperson for Design Authority	<p>IIP Portfolio Lead (Chairperson) The chairperson for the design authority shall be reviewed periodically over time.</p> <p>The IIP shall be responsible for the operation of the Design Authority.</p>
Members for Design Authority	<p>(IIP Portfolio Lead)</p> <p>(IIP ICT Lead)</p> <p>WMP Head of Change or nominated representative</p> <p>WMP Head of ICT or nominated representative</p> <p>WMP Design Authority Lead or nominated representative</p> <p>Such other members, employees or representatives of WMP, WMOPC or partners as the Commissioner and/or the Chief Constable considers necessary from time to time</p> <p>Such other members of the IIP (and/or its Subcontractors) as WMP may reasonably request from time to time.</p>
Start date for Design Authority meetings	As from the Services Commencement Date
Frequency of Design Authority meetings	Weekly (or such other period as the WMP Head of Change and IIP Portfolio Lead shall agree from time to time)
Location of Design Authority meetings	Lloyd House (or such other location as may be notified by the Commissioner from time to time)
Terms of reference for Design Authority	The terms of reference for the Design Authority shall be as set out in the IIP Governance Terms of Reference Deliverable delivered in accordance with paragraph 2.3 above.
Reports to be received by Design Authority from IIP for each meeting (unless otherwise agreed)	<ul style="list-style-type: none"> Critical path view of progress against the Programme Plan (as set out in paragraph 2.4.7(b) of Part D of Schedule 3); Risk Register and Dependency Map (in accordance with paragraph 2.10.3 and 2.10.4 of Part D of Schedule 3) Initial approval of Deliverables prior to submission to

	<p>OCB.</p> <ul style="list-style-type: none"> Initial approval of Outline Business Cases and Detailed Business Cases prior to submission to OCB
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PMO Representation and Structure

Chairperson for PMO	<p align="center">(IIP PMO Lead) (Chairperson)</p> <p>The IIP shall be responsible for the operation of the PMO.</p>
Members for PMO	<p align="center">(PMO Lead)</p> <p>WMP PMO Manager or nominated representative</p> <p>Such other members, employees or representatives of WMP, WMOPC or partners as the Commissioner and/or the Chief Constable considers necessary from time to time</p> <p>Such other members of the IIP (and/or its Subcontractors) as WMP may reasonably request from time to time.</p>
Start date for PMO meetings	As from the Services Commencement Date
Frequency of PMO meetings	Weekly (or such other period as the WMP PMO Manager and IIP PMO Lead shall agree from time to time)
Location of PMO meetings	Lloyd House (or such other location as may be notified by the Commissioner from time to time)
Terms of reference for PMO	<p>The PMO shall:-</p> <ul style="list-style-type: none"> - be responsible for monitoring the IIP's performance against Service Levels and KPIs and report these to the IIP Portfolio Lead - setting the project and programme management standards - ensuring the portfolio governance structures are set-up supported and compliant - the proactive analysis, management, monitoring and reporting of the enterprise wide change portfolio. - the tracking of all project finances and benefits and ensuring that performance measures are actively monitored and acted upon. <p>The terms of reference for the PMO shall be as set out in the IIP Governance Terms of Reference Deliverable delivered in accordance with paragraph 2.3 above.</p>

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APPENDIX 2 – COMMUNICATION PLAN

1. INTRODUCTION

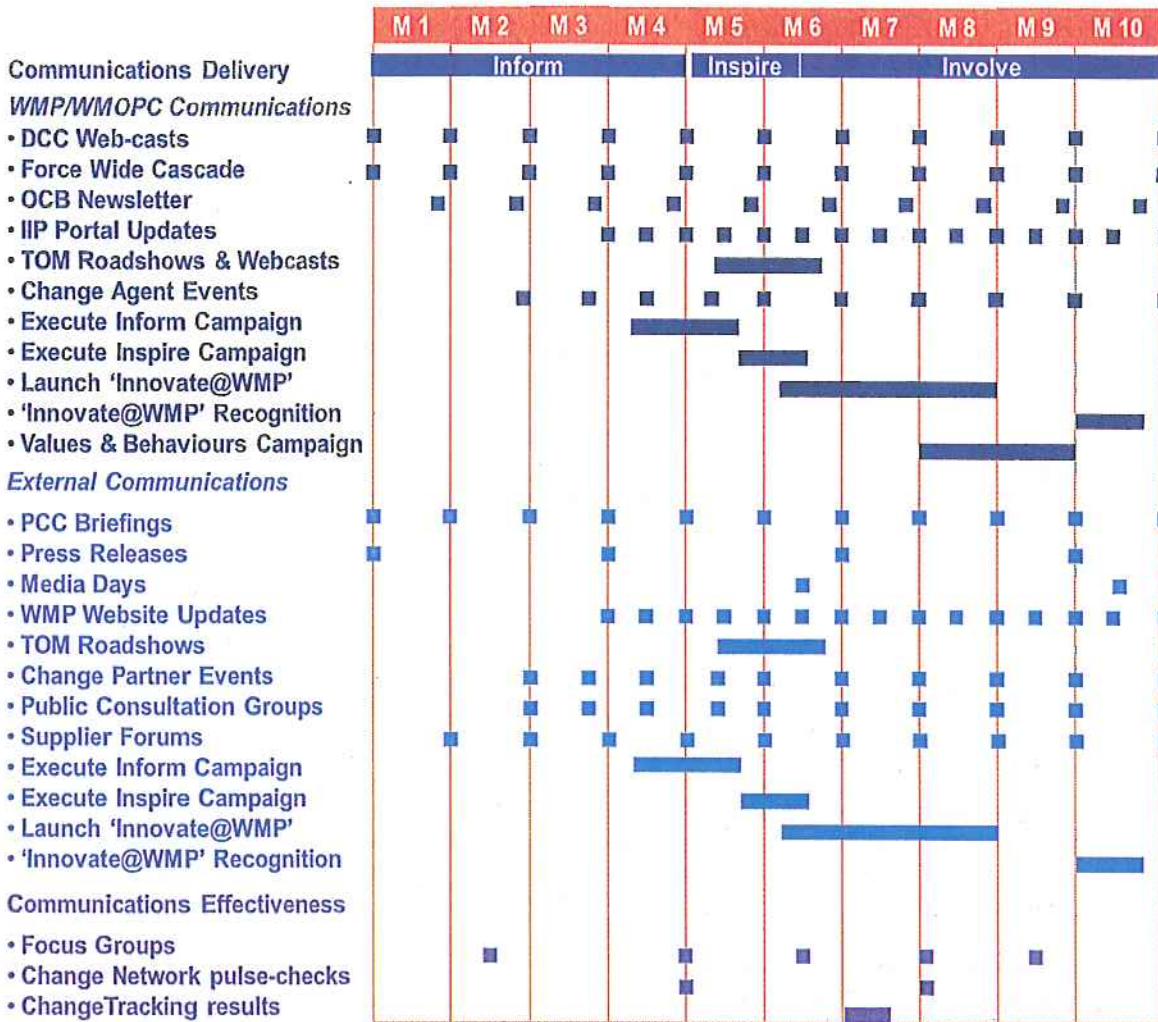
- 1.1 The IIP acknowledges that communication has a strong role to play to 'inform, inspire and involve' WMP officers and staff, WMOPC, citizens and partners. Communications will be critical to legitimise the vision, TOM and Programme of Work.
- 1.2 The IIP shall assess communications needs, define a communications strategy and plan (including a transformation and innovation brand strategy) ("**the Communication Strategy**").
- 1.3 Following development of the Communication Strategy, the IIP shall be responsible for delivery of the strategy and measurement of effective communications in line with the agreed Communication Strategy. However, WMP shall retain control of the relevant communications and sign off of communications that are produced (whether internal, external or otherwise). The IIP shall keep the Communication Strategy under review during the Term and shall evolve the approach as required and in accordance with the Agreement.
- 1.4 The IIP shall go beyond standard communication techniques to build awareness, inform and educate stakeholders as the programme progresses. The TOM is central to the programme and must capture the hearts and minds of all officers and staff - not only in buying into the TOM as the ideal vision for WMP, but also in espousing the way of working towards that vision. This includes the values and behaviours that the IIP will display and the way that it will collaborate.
- 1.5 The IIP's strategy for communication throughout is focused on three objectives:
- 1.5.1 **Informing people** – to build awareness and understanding across all stakeholders in terms of the case for change (the '*why*'), articulation of the vision (the '*what*') and description of the journey (the '*how*' and the '*when*').
 - 1.5.2 **Inspiring people** – particularly as TOM design is finalised and launched across stakeholders within and beyond WMP and WMOPC with a focus on interaction. Leaders will be used to articulate the themes and perspectives of the TOM. Stories from individual officers, staff, partners and citizens will be used to bring it to life.
 - 1.5.3 **Involving people** – Encouraging peer-to-peer communication, collaboration, innovation and involvement - creating dialogue rather than one-way broadcasts, and building programme momentum by recognising individual contributions and celebrating success.

2. COMMUNICATION STRATEGY

- 2.1 The IIP shall provide the Communication Strategy Deliverable by the end of Month 2 for approval in accordance with this Schedule 7.
- 2.2 The Communication Strategy will address the overall vision and specific objectives in the Programme of Work, generating enthusiasm and interest in the TOM amongst all key stakeholders.
- 2.3 The IIP shall work with WMP corporate communications and WMOPC to develop a change brand and a strong identity for the programme. This will allow all stakeholders to develop an association with the programme and create an environment that encourages adoption of change amongst officers and staff.

2.4 An indicative outline Communication Plan for the period 10 Months from the Services Commencement Date is set out at figure 1 below. This shall be subject to update in accordance with paragraph 3 below.

Figure 1 - Outline Communication Plan



2.5 The IIP shall complete an audience analysis to identify stakeholder groups, assess their informational needs and identify the key messages that each such group needs. This will include their level of influence on the programme, communication channel preferences, known issues and concerns, expectations and goals. The IIP shall capture any cultural, political, behavioural or social factors that need to be considered when developing the Communication Strategy and change brand.

2.6 The IIP shall identify key project milestones as an input to the initial messaging framework. New and existing channels will be assessed to determine those most appropriate for each relevant message and stakeholder group. A set of anticipated communication principles embedded within the Communication Strategy (as set out below at paragraph 2.8 will underpin all communications, to mitigate challenges which the programme is expected to face, for example, lack of internal adoption or negative public perception.

- 2.7 The IIP shall capture and validate the information it captures from the activities it undertakes in accordance with paragraph 2.5 and shall use it as the basis for creating the Communication Strategy. When agreed between the IIP and the Commissioner, the IIP shall facilitate a change brand workshop with a small number of people representing the programme (as agreed between the parties), the Commissioner, the Chief Constable and external stakeholders (including the public). At this workshop the IIP shall develop (in conjunction with WMP corporate communications):
- 2.7.1 the change brand idea (the idea behind the change effort, why the programme is necessary, what we want to achieve, and how the change is best described);
 - 2.7.2 the change brand values (the TOM design and culture assessment work to identify the values that underpin the vision and the culture that the parties are seeking to embed);
 - 2.7.3 the change brand promise (based on the stakeholder expectations captured within the Communication Strategy); and
 - 2.7.4 the change brand behaviours (identifying the behaviours that will turn the intentions of the ideas, values and behaviours above into reality).
- 2.8 The IIP shall test this change brand brief with a small number of focus groups (comprising internal and external stakeholders) before finalising and making a recommendation to WMP corporate communications. It will then be used to inform communication planning and to develop materials that will be used throughout the programme. The IIP shall ensure:-
- 2.8.1 programme messages have a clear purpose aiding understanding, are honest and real;
 - 2.8.2 messages will be consistent and will be repeated throughout the programme lifecycle to help ensure they are both heard and understood;
 - 2.8.3 communications will have a similar look and feel and carry the clear change brand;
 - 2.8.4 each communication will have a clear purpose to aid understanding;
 - 2.8.5 a communication rhythm will be established so that people know and expect communications;
 - 2.8.6 existing communication channels of the Commissioner and/or the Chief Constable will be used where appropriate;
 - 2.8.7 communications will be targeted to specific and relevant Commissioner/ Chief Constable/external stakeholders considering the impact on each group and level from a timing perspective;
 - 2.8.8 language, style and tone of communications will be carefully considered and tailored for different groups;
 - 2.8.9 appropriate representatives of the Commissioner and the Chief Constable (and where appropriate external sponsors) as agreed between the parties from time to time, will be enlisted to sponsor the message to maximise strength and impact.
 - 2.8.10 messages will be tested with the respective audience before wider communication;

- 2.8.11 approach to communications will be reflective of the evolving ways in which we want to communicate, collaborate and work together as an organisation;
- 2.8.12 communications will be designed to bring new insights to officers and staff and trigger proactive thinking about how new capabilities and technologies can be used daily;
- 2.8.13 stakeholders will be provided with a range of easy-to-access mechanisms to engage in two-way communication with the programme; and
- 2.8.14 communications will be evaluated and assessed for effectiveness and the Communication Strategy and Communication Plan will be regularly revisited by the IIP.

3. COMMUNICATION PLAN

- 3.1 The IIP shall prepare the Communication Plan Deliverable by the end of Month 2 for approval in accordance with this Schedule 7. The Communication Plan shall be based on the agreed Communication Strategy to address communication requirements for delivering the Programme of Work.
- 3.2 The IIP shall be responsible for keeping the Communication Plan updated and shall refresh quarterly and submit the refreshed Communication Plan for approval as a Deliverable in accordance with this Schedule 7.
- 3.3 As a minimum the IIP shall ensure that the Communication Plan identifies the governance associated with each communication, any additional budget or effort required, responsibility for drafting the communication, the approval process for the drafted content (including, sign off by WMP corporate communications), and the communication co-ordinator to deliver the communication. Appropriate feedback channels will also be identified to assess the effectiveness of the communication.
- 3.4 The Communication Plan shall include a range of formal and informal internal communication channels, as a minimum these shall be:
 - 3.4.1 Deputy Chief Constable (DCC) webcasts supported by programme leadership, focused on specific themes, enabling a broad audience to participate (either live or recorded) and with the opportunity to pose questions direct to leaders at a frequency to be agreed by the parties;
 - 3.4.2 force wide cascades via e-mail and through line management structures to reiterate key messages from the DCC webcasts;
 - 3.4.3 monthly programme updates through the OCB newsletter;
 - 3.4.4 a dedicated IIP portal on the WMP intranet established as a 'one stop shop' for programme information, regularly updated, and featuring message and discussion boards alongside a direct facility to post questions and ideas to leadership;
 - 3.4.5 physical roadshows and web-casts, particularly around finalisation and launch of TOM design to reach as many people as possible; and
 - 3.4.6 the Change Agent Network as a mechanism for less formal communication and engagement across the force.

3.5 The Communication Plan shall include a range of formal and informal external communication channels, as a minimum these shall include:

- 3.5.1 PCC briefings, scheduled monthly in line with the internal DCC webcasts to provide Commissioner stakeholders with timely updates;
- 3.5.2 Press releases at key stages of the programme, with media days hosted around significant programme events (e.g. an event held to recognise both internal and public involvement in the Commissioner innovation activity);
- 3.5.3 West Midlands Police website presence similar to the internal IIP portal, providing programme information and a facility for public engagement;
- 3.5.4 Physical roadshows with strategic partners and public bodies to present the TOM;
- 3.5.5 The Change Partner and Public Consultation Group elements of the Change Agent Network as a mechanism for engaging with external stakeholders;
- 3.5.6 Supplier forums as a dedicated mechanism for engaging with the Commissioner and the Chief Constable suppliers;
- 3.5.7 Use of social media, blogs and networking sites (e.g. Twitter, Facebook, Instagram); and
- 3.5.8 Physical newsletters and printed material for those unable to access electronic channels or with specific accessibility needs.

4. **MONITORING COMMUNICATION EFFECTIVENESS**

- 4.1 The parties accept and acknowledge that the communication needs for the programme will evolve over time and as additional Component Projects are commissioned. The IIP shall be responsible for keeping the Communication Strategy and Communication Plan up to date and any such revisions and updates shall be signed off by WMP corporate communications. The IIP shall do this by undertaking activities such as monitoring project level change impact assessments and communication plans to incorporate key messaging into the programme level messaging framework and ultimately the Communication Plan.
- 4.2 The IIP will also monitor the volume and consistency of communications being delivered across projects and identify any risks in overloading stakeholders with messages. Any such updates to the Communication Strategy and/or Communication Plan necessitated by the findings of such activities and/or any updates to the Communication Plan on approval of a Detailed Business Case shall be submitted to OCB from time to time or on request from the Commissioner.
- 4.3 The IIP shall monitor the success of the Communication Strategy and will respond to communications and queries as agreed between the parties from time to time. The IIP shall use a range of methods to evaluate communications as part of regular review (which shall be at least quarterly) of the Communication Strategy and Communication Plan which may include:
 - 4.3.1 focus groups and interviews held with a representative sample of target audience segments;
 - 4.3.2 pulse surveys issued to a sample of internal and external communication recipients;
 - 4.3.3 feedback requests issued at the end of roadshows, webinars etc;

- 4.3.4 channels for stakeholders to submit questions and feedback to the programme including;
- 4.3.5 a central IIP e-mail address, links on the WMP website and the
- 4.3.6 monitoring of media coverage to gauge reaction to the programme, including use of the IIP's media team; and
- 4.3.7 results from focusing on people's understanding of the programme vision, direction and the visibility of leadership commitment to the programme.

4.4 For all communication (both internal and external), the IIP acknowledges that both simplex and duplex communication channels will be utilised as follows:-

- 4.4.1 simplex channels will include: an IIP microsite / portal, a regular IIP newsletter (electronic / hard copy), posters and other marketing collateral, awareness videos, leadership cascades, the IIP leadership blogs and development of a social media presence (e.g. an IIP Twitter feed); and
- 4.4.2 duplex channels will include: staff forums and IIP interest groups, leadership roadshow events and 'Town Halls', webinars, sandpits / practice scenarios, conference room pilots and model office implementations.

SCHEDULE 8

SUB-CONTRACTORS

HP Enterprise Services UK Limited (HP), a company registered in England and Wales under Company Number 53419 and whose registered office is at Cain Road, Bracknell, RG12 1HN United Kingdom for the provision of specific roles within the Resource Plan as set out in Appendix 5 to Schedule 3.

SCHEDULE 9

INFORMATION SECURITY

1. PRINCIPLES OF SECURITY

- 1.1 The IIP acknowledges that the Commissioner places great emphasis on the confidentiality, integrity and availability of information.
- 1.2 The IIP shall be responsible for at all times providing a level of security in its operation of the Services which:-
- 1.2.1 is in accordance with Good Industry Practice, Law and this Agreement and/or any Work Order;
 - 1.2.2 complies with the Security Policy;
 - 1.2.3 meets any specific security threats;
 - 1.2.4 complies with ISO/IEC27001 and ISO/IEC27002; and
 - 1.2.5 complies with the Commissioner's ICT standards.
- 1.3 The reference to standards, guidance and policies set out in this paragraph 1 shall be to such items as developed and updated and to any successor or replacement for such standards, guidance and policies, from time to time.
- 1.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the IIP should notify the Commissioner of such inconsistency immediately upon becoming aware of the same, and the Commissioner shall, as soon as practicable, advise the IIP which provision the IIP shall be required to comply with.

2. SECURITY PLAN

- 2.1 The IIP shall develop, implement, operate, maintain and continuously improve and maintain a Security Plan in accordance with this Schedule to apply during the Term.
- 2.2 The Security Plan shall be developed by the IIP within 20 Working Days following the Services Commencement Date, or such other date as the parties may reasonably agree, and the IIP shall deliver it to the Commissioner for its Approval. If the Security Plan or any subsequent revision to it is approved by the Commissioner it will be adopted immediately and will replace the previous version of the Security Plan.
- 2.3 The IIP shall comply with its obligations set out in the Security Plan.
- 2.4 The Security Plan shall, unless otherwise specified by the Commissioner, aim to protect all aspects of the Services and all processes associated with the delivery of the Services including the IIP System and any ICT, information and data (including the WMP Confidential Information and the WMP Data) to the extent used by the Commissioner and/or the IIP in connection with this Agreement.
- 2.5 If the Security Plan is not approved within by the Commissioner, the IIP shall amend it within 10 Working Days or a notice of non-approval from the Commissioner and re-submit it to the Commissioner for Approval. The parties will use all reasonable endeavours to agree the Security Plan. If the parties are unable to agree the Security Plan the matter shall be escalated in accordance with the Dispute Resolution Procedure.
- 2.6 The Security Plan shall include, as a minimum, the following:-

- 2.6.1 the security measures to be implemented and maintained by the IIP in relation to all aspects of the Services and all processes associated with the delivery of the Services;
- 2.6.2 specific security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule; and
- 2.6.3 the relevant provisions to ensure compliance with IS/IEC27001 and IS/IEC27002.

3. BREACH OF SECURITY

- 3.1 Either party shall notify the other in accordance with the agreed security incident management process set out in the Security Policy and/or Security Plan upon becoming aware of any breach of security or any potential or attempted breach of security (which shall include any unauthorised access to or use of the Services or the loss and/or unauthorised disclosure of any information or data including any copies of such information or data).
- 3.2 Without prejudice to the Security Policy and/or Security Plan, upon becoming aware of any of the circumstances referred to in paragraph 3.1 above, the IIP shall:-
 - 3.2.1 immediately take all reasonable steps to:-
 - (a) remedy such breach or protect the integrity of the system or data against any such potential or attempted breach or threat; or
 - (b) prevent an equivalent breach in the future.
 - 3.2.2 as soon as reasonably practicable provide the Commissioner full details of the breach of security or the potential or attempted breach of security.

PART A – SECURITY POLICY



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SCHEDULE 10

CHANGE CONTROL PROCEDURE

1. DEFINITIONS

1.1 In this Schedule the following words shall have the following meanings:-

"Commissioner's Manager"	Change	the person appointed to that position by the Commissioner from time to time and notified in writing to the IIP or, if no person is notified, the Commissioner Representative
"Change Authorisation Note"		the form used by the parties to set out the agreed Change and which shall be substantially in the form of Appendix 3 to this Schedule 10
"Change Communication"		any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule 10
"Change in Law"		any change in Law, which impacts on the performance of the Services which comes into force after the Effective Date
"Change Request"		a written request for a Change which shall be substantially in the form of Appendix 1 to this Schedule 10
"Change"		any change to this Agreement
"Fast-track Change"		any Change which the parties agree to expedite in accordance with paragraph 8 of Schedule 10
"Foreseeable Specific Change in Law"		a Change in Law that relates specifically to the business of the Commissioner or the IIP and which is (or ought reasonably be) foreseeable to the parties at the Effective Date
"General Change in Law"		a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the IIP)
"IIP's Change Manager"		the person appointed to that position by the IIP from time to time and notified in writing to the Commissioner or, if no person is notified, the IIP's Representative
"Impact Assessment"		an assessment of a Change Request substantially in the form of Appendix 2 of this Schedule 10
"Receiving Party"		the party which receives a proposed Change
"Requesting Party"		the party which requests a Change
"Unforeseeable Change in Law"	Specific	a Change in Law that relates specifically to the business of the Commissioner or the IIP and which is not foreseeable to the parties at the Effective Date

2. CHANGE PRINCIPLES

- 2.1 Where the Commissioner or the IIP sees a need to change this Agreement, the Commissioner may at any time request, and the IIP may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 4 of this Schedule 10.
- 2.2 The parties acknowledge and agree that the agreement of a Change shall not, of itself, give rise to an adjustment to the Charges. Any reductions, increases, deletions or additions to the Charges in connection with a Change shall be assessed as part of the Impact Assessment undertaken in respect of that Change in accordance with this Change Control Procedure.
- 2.3 Until such time as a Change is made in accordance with the Change Control Procedure, the Commissioner and the IIP shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change. In particular, the parties agree that where a price adjustment is necessary in connection with a Change that the Change shall not be implemented unless the impact on the Charges is also agreed.
- 2.4 For all Changes the IIP shall endeavour to mitigate the impact of such Change as far as possible including where relevant reprioritising its activities so that the Change can be dealt with without any need to increase the Charges.
- 2.5 Any discussions which may take place between the Commissioner and the IIP in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 2.6 Any work undertaken by the IIP and the IIP's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 13, shall be undertaken entirely at the expense and liability of the IIP.
- 2.7 The parties agree, in respect of any Change in Law:-
- 2.7.1 if such Change in Law is a General Change in Law or a Foreseeable Specific Change in Law then it shall not be subject to Change Control and the IIP shall implement any required Changes to give effect to such Change in Law at its own cost; and
- 2.7.2 if such Change in Law is an Unforeseeable Change in Law it shall be subject to Change Control.
- 2.8 For the avoidance of doubt, the parties agree that where any Change constitutes a material variation to this Agreement, then the Change shall not be dealt with as part of the Change Control Process.

3. COSTS

- 3.1 Subject to paragraph 3.3, each party shall bear its own costs in relation to the preparation and agreement of each Change Request and Impact Assessment.
- 3.2 All Changes shall be calculated and charged in accordance with the principles set out in Schedule 6 (Pricing and Payment). The IIP will only be entitled to increase the Charges if it can demonstrate in the Impact Assessment that the proposed Change requires additional resources and, in any event, any change to the Charges resulting from a Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Change.
- 3.3 Both parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the IIP shall be paid for by the IIP.

4. CHANGE REQUEST

- 4.1 Either party may issue a Change Request to the other party at any time during the Term. The Change Request shall be substantially in the form of Appendix 1 to this Schedule and must state whether the party issuing the Change Request considers the proposed Change to be a Fast-track Change.
- 4.2 If the IIP issued the Change Request, then it shall also provide an Impact Assessment to the Commissioner as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Commissioner issued the Change Request, then the IIP shall provide an Impact Assessment to the Commissioner as soon as is reasonably practicable but in any event within 10 Working Days of the date of receiving the Change Request from the Commissioner provided that if the IIP requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Commissioner and the time period shall be extended by the time taken by the Commissioner to provide those clarifications. The Commissioner shall respond to the request for clarifications as soon as is reasonably practicable and the IIP shall provide the Commissioner with sufficient information to enable it to understand fully the nature of the request for clarification.

5. IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall be completed in good faith and shall include (without limitation):
- 5.1.1 details of the proposed Change including the reason for the Change; and
- 5.1.2 details of the impact of the proposed Change on the Services and the IIP's ability to meet its other obligations under this Agreement and any variation to the terms of this Agreement that will be required as a result of that impact and including without limitation changes to:
- (a) the Services Description and the Service Levels;
 - (b) the Milestones and any other timetable previously agreed by the parties;
 - (c) other services provided by third party contractors to the Commissioner, including any changes required by the proposed Change to the Commissioner's IT infrastructure;
 - (d) details of the cost of implementing the proposed Change;
 - (e) details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;
 - (f) a timetable for the implementation, together with any proposals for the testing of the Change;
 - (g) details of how the proposed Change will ensure compliance with any applicable Change in Law; and
 - (h) such other information as the Commissioner may reasonably request in (or in response to) the Change Request.
- 5.2 Subject to the provisions of paragraph 5.3, the Commissioner shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the IIP in accordance with paragraph 6.

- 5.3 If the Commissioner is the Receiving Party and the Commissioner reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Working Days of receiving the Impact Assessment, it shall notify the IIP of this fact and detail the further information that it requires. The IIP shall then re-issue the relevant Impact Assessment to the Commissioner within 10 Working Days of receiving such notification. At the Commissioner's discretion, the parties may repeat the process described in this paragraph until the Commissioner is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

6. COMMISSIONER'S RIGHT OF APPROVAL

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the IIP or within 10 Working Days of receiving the further information that it may request pursuant to 5.3, the Commissioner shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Change, in which case the parties shall follow the procedure set out in paragraph 6.2 below;
 - 6.1.2 in its absolute discretion reject the Change, in which case it shall notify the IIP of the rejection. The Commissioner shall not (subject to the principles in paragraph 2.7 above) reject any proposed Change to the extent that the Change is necessary for the IIP or the Services to comply with any Changes in Law. If the Commissioner does reject a Change, then it shall explain its reasons in writing to the IIP as soon as is reasonably practicable following such rejection;
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the IIP to modify the document accordingly, in which event the IIP shall make such modifications within five Working Days of such request. Subject to paragraph 5.3 above, on receiving the modified Change Request and/or Impact Assessment, the Commissioner shall approve or reject the proposed Change within 10 Working Days.
- 6.2 If the Commissioner approves the proposed Change pursuant to paragraph 6.1 and it has not been rejected by the IIP in accordance with paragraph 7 below, then it shall inform the IIP and the IIP shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Commissioner for its signature. Following receipt by the Commissioner of the Change Authorisation Note, it shall sign both copies and return one copy to the IIP. On the Commissioner's signature, the Change Authorisation Note shall constitute a binding variation to this Agreement provided that the Change Authorisation Note is signed by:
- 6.2.1 the appropriate person(s) specified in paragraph 9.1 of this Schedule; and
 - 6.2.2 the Commissioner within 10 Working Days of receiving the IIP's signed copy. If the Commissioner does not sign the Change Authorisation Note within this time period, then the IIP shall have the right to notify the Commissioner and if the Commissioner does not sign the Change Authorisation Note within five (5) Working Days of the date of such notification, then the IIP may refer the matter to the Dispute Resolution Procedure.

7. IIP'S RIGHT OF APPROVAL

- 7.1 Following an Impact Assessment, if the IIP reasonably believes that any proposed Change which is requested by the Commissioner:
- 7.1.1 would materially and adversely affect the risks to the health and safety of any person (as demonstrated to the Commissioner's reasonable satisfaction);
 - 7.1.2 would require the Services to be performed in a way that infringes any Law; and/or
 - 7.1.3 would be technically impossible to implement

then the IIP shall be entitled to reject the proposed Change and shall notify the Commissioner of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 4.3.

8. FAST-TRACK CHANGES

8.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If both parties agree in relation to a proposed Change that:

8.2.1 the Change does not involve any alteration to, or deviation from the contractual principles set out in this Agreement;

8.2.2 the total number of Changes in relation to which this fast track procedure has been applied does not exceed four in any 12 month period (or such higher number as the Commissioner may from time to time agree in writing); and

8.2.3 the proposed Change is not significant (as determined by the Commissioner acting reasonably)

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 3, 4, 5, 6 and 7 above but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of 10 Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

8.3 The parameters set out in paragraph 8.2 may be revised from time to time by agreement between the parties in writing.

9. CHANGE AUTHORISATION

Any proposed Change processed in accordance with this Schedule will not be authorised and the IIP shall not implement any proposed Change until the Change Authorisation Note is signed and executed by the Head of Legal Services or Contracts and Procurement Unit Manager (or such other person as may be notified to the IIP in writing from time to time) in accordance with the Commissioner's Change authorisation and sign off procedure(s), as notified to the IIP in writing from time to time. For the avoidance of doubt, any Change Authorisation Note may be subject to approval by the Commissioner and/or Chief Constable in accordance with the Scheme of Governance and/or Schedule 7.

10. COMMUNICATIONS

10.1 For any Change Communication to be valid under this Schedule, it must be sent to either the Commissioner's Change Manager or the IIP's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first-class post or facsimile. Change Communications shall be deemed to have been received at the following times:

10.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

10.1.2 if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or

10.1.3 if sent by facsimile, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.

10.2 In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and

posted (by prepaid first class recorded delivery post) or that the facsimile was properly addressed and despatched, as the case may be.

APPENDIX 1
CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE:
PROJECT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

APPENDIX 2

IMPACT ASSESSMENT FORM

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	REQUIRED BY DATE:	
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVELS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

APPENDIX 3

CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[CRITICAL MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE COMMISSIONER:		SIGNED ON BEHALF OF THE IIP:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

SCHEDULE 11

EXIT PLAN

1. DEFINITIONS

In this Schedule, the following definitions shall apply:

"Assets"	all assets and rights used by the IIP to provide the Services in accordance with this Agreement which shall include, without limitation, the IIP Equipment, WMP Equipment, any other hardware, Project Specific IPRs, Specially Written Software, the IIP Software and other software (together with any necessary licences to use all such software)
"Exclusive Assets"	those Assets used by the IIP or a Sub-contractor which are used exclusively in the provision of the Services
"IIP ICT Spine Team"	means those members of IIP Personnel identified as Spine (but having an ICT role) within the Resource Plan
"IIP Resource Augmentation"	means those members of the IIP Personnel identified as ICT Work Order within the Resource Plan
"IIP Spine Team"	means those members of IIP Personnel identified as Spine (but excluding the IIP ICT Spine Team) within the Resource Plan
"IIP TOM Team"	means those members of IIP Personnel identified as TOM within the Resource Plan
"Net Book Value"	the value at which fixed assets are included in the balance sheet (for example, their historical cost or current value less the cumulative amounts provided for depreciation)
"Non-Exclusive Assets"	those Assets (if any) which are used by the IIP or a Sub-contractor in connection with the Services but which are also used by the IIP or Sub-contractor for other purposes
"Registers"	the register, configuration database and interface specifications referred to in paragraphs 2.1.1, 2.1.2 and 2.1.3
"Termination Assistance Notice"	shall have the meaning set out in paragraph 7.1
"Termination Assistance Period"	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the IIP is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.2
"Termination Services"	the services and activities to be performed by the IIP pursuant to the Exit Plan, including those activities listed in paragraph 13.1, and any other services required pursuant to the Termination Assistance Notice
"Transferable Assets"	those of the Assets which are capable of legal transfer to the Commissioner
"Transferable Contracts"	the Sub-contracts, licences for IIP Software, licences for third party Software or other agreements which are

necessary to enable the Commissioner or any Replacement Contractor to perform the Services or the Replacement Services

2. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the IIP shall:

2.1.1 create and maintain a register of all:

(a) Assets, detailing their:

- (i) make, model and asset number;
- (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
- (iii) Net Book Value;
- (iv) condition and physical location; and
- (v) use (including technical specifications),

and

(b) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures (and relevant interfaces) through which the IIP provides the Services, which shall contain sufficient detail to permit the Commissioner and/or Replacement Contractor to understand how the IIP provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

2.1.3 create and maintain documented specifications of any and all interfaces (whether technical, administrative or otherwise) between relevant assets, hardware, software and systems;

2.1.4 agree the format of the Registers with the Commissioner as part of the process of maintaining the Exit Plan; and

2.1.5 at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

2.2 The IIP shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

2.3 Each party shall appoint a person for the purposes of managing the parties' respective obligations under this Schedule the ("**Transition Manager**"). The IIP's Transition Manager shall be the IIP Portfolio Lead (as defined in the Resource Plan) and the Commissioner shall provide written notification of such appointment to the IIP in accordance with Clause 24.6.

2.4 The IIP's Transition Manager shall be:-

2.4.1 responsible for ensuring that the IIP and its employees, agents and Sub-contractors comply with this Schedule;

2.4.2 the single point of contact for the IIP for all activities relating to service and operations transition, knowledge transfer and orderly transition throughout the Transition Assistance Period;

2.4.3 accountable and report to the IIP Relationship Director

2.5 The IIP shall ensure that its Transition Manager has the requisite authority to arrange and procure any resources of the IIP as are reasonably necessary to enable the IIP to comply with the requirements set out in this Schedule.

2.6 The parties' Transition Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each party's compliance with it.

3. **UPDATING THE EXIT PLAN**

3.1 The IIP shall update the Exit Plan in accordance with Clause 24.3 of the Agreement.

3.2 Within 20 Working Days after service of a Termination Notice by either party or 6 months prior to the expiry of this Agreement, the IIP will submit for the Commissioner's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed and the then current circumstances.

3.3 The parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Commissioner then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the IIP shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

3.4 In updating the Exit Plan in accordance with Clause 24.3 of the Agreement, the IIP will adopt the guiding principles of Accenture's service termination methodology. The exit principles the IIP shall apply include: specifying clear checkpoints for service transition, provision of formal knowledge transfer activities to build skills in the organisation assuming service responsibility, and proving continuity of service performance before exit. The Exit Plan (and the activities undertaken in accordance with it) shall always ensure that exiting will focus on creation of a sustainable WMP organisation: not just through formal exit activities but also through gradual up-skilling as IIP resources exit and responsibilities are transitioned to WMP.

4. **OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES**

4.1 On reasonable notice at any point during the Term, the IIP shall provide to the Commissioner and/or its potential Replacement Contractor(s) (subject to the potential Replacement Contractor(s) entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Commissioner of any invitation to tender and/or to facilitate any potential Replacement Contractor(s) undertaking due diligence:

4.1.1 details of the Service(s);

4.1.2 a copy of the Registers, updated by the IIP up to the date of delivery of such Registers;

4.1.3 an inventory of WMP Data in the IIP's possession or control;

4.1.4 details of any key terms of any third party contracts and licences particularly as regards charges, termination, assignment and novation;

4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services;

4.1.6 to the extent permitted by applicable Law, all information relating to Returning Employees required to be provided by the IIP under this Agreement;

4.1.7 such other material and information as the Commissioner shall reasonably require

(together, the "Exit Information").

4.2 The IIP acknowledges that the Commissioner may disclose the IIP's Confidential Information to an actual or prospective Replacement Contractor or any third party whom the Commissioner is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Commissioner may not under this paragraph 4.2 disclose any IIP Confidential Information which is information relating to the IIP's or its Sub-contractors' prices or costs).

4.3 The IIP shall:

4.3.1 notify the Commissioner within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Commissioner regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Commissioner.

4.4 The IIP may charge the Commissioner for its reasonable additional costs to the extent the Commissioner requests more than 4 updates in any 6 month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the IIP shall be such as would be reasonably necessary to enable a third party to:

4.5.1 prepare an informed offer for those Services; and

4.5.2 not be disadvantaged in any subsequent procurement process compared to the IIP (if the IIP is invited to participate).

5. TERMINATION SERVICES

Notification of Requirements for Termination Services

5.1 The Commissioner shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the IIP (a "**Termination Assistance Notice**") at least 2 months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (where termination is on shorter notice) following the service by either party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the date from which Termination Services are required;

5.1.2 the nature of the Termination Services required; and

5.1.3 the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 12 months after the date that the IIP ceases to provide the Services.

5.2 The Commissioner shall have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 18 months after the date the IIP ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the IIP to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Commissioner shall have the right to terminate its requirement for

Termination Services, without liability, by serving not less than 20 Working Days' written notice upon the IIP to such effect.

Termination Assistance Period

- 5.3 Throughout the Termination Assistance Period, or such shorter period as the Commissioner may require, the IIP shall:
- 5.3.1 continue to provide the Services (as applicable) and, if required by the Commissioner pursuant to paragraph 5.1, provide the Termination Services;
 - 5.3.2 in addition to providing the Services and the Termination Services, provide to the Commissioner any reasonable assistance requested by the Commissioner to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Commissioner and/or its Replacement Contractor;
 - 5.3.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 5.3.2 without additional costs to the Commissioner;
 - 5.3.4 provide the Services and the Termination Services at no detriment to the Service Levels, save to the extent that the parties agree otherwise in accordance with paragraph 5.4; and
 - 5.3.5 at the Commissioner's request and on reasonable notice, deliver up-to-date Registers to the Commissioner.
- 5.4 If the IIP demonstrates to the Commissioner's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the IIP's ability to meet one or more particular Service Level(s) the parties shall agree any such changes to the Service Levels in accordance with the Change Control Procedure.

Termination Obligations

- 5.5 The IIP shall comply with all of its obligations contained in the Exit Plan, Clause 23 of the Agreement or as otherwise set out in the Agreement.

6. TRANSFERRING CONTRACTS

- 6.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the IIP shall not, without the Commissioner's prior written consent terminate, enter into or vary any Sub-contract or other contract related to the provision of the Services or the Termination Services except to the extent that such change does not or will not affect the provision of Services or the Charges.
- 6.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the IIP pursuant to paragraph 5.3.5, the Commissioner shall provide written notice to the IIP setting out which, if any, of the Transferable Contracts the Commissioner requires to be assigned or novated to the Commissioner, Chief Constable and/or the Replacement Contractor (the "**Transferring Contracts**") in order for the Commissioner, Chief Constable and/or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period.
- 6.3 Where requested by the Commissioner, Chief Constable and/or its Replacement Contractor, the IIP shall provide all reasonable assistance to the Commissioner, Chief Constable and/or its Replacement Contractor to enable it to determine which Transferable Contracts the Commissioner, Chief Constable and/or its Replacement Contractor requires to provide the Services or Replacement Services.
- 6.4 The IIP shall as soon as reasonably practicable assign or procure the novation to the Commissioner, Chief Constable and/or the Replacement Contractor of the Transferring Contracts

without cost unless otherwise specifically agreed in a Work Order. The IIP shall execute such documents and provide such other assistance as the Commissioner reasonably requires to effect this novation or assignment.

6.5 The Commissioner shall:

6.5.1 accept assignments from the IIP or join with the IIP in procuring a novation of each Transferring Contract; and

6.5.2 once a Transferring Contract is novated or assigned to the Commissioner and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Contractor does the same.

6.6 The IIP shall hold any Transferring Contracts on trust for the Commissioner until such time as the transfer of the relevant Transferring Contract to the Commissioner and/or the Replacement Contractor has been effected.

6.7 The IIP shall indemnify the Commissioner (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Commissioner (and/or Replacement Contractor) pursuant to paragraph 6.5 in relation to any matters arising prior to the date of assignment or novation of such Sub-contract.

7. ASSETS AND SOFTWARE

7.1 Following notice of termination of this Agreement and during the Termination Assistance Period, the IIP shall not, without the Commissioner's prior written consent:

7.1.1 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; and/or

7.1.2 terminate, enter into or vary any licence for Software in connection with the Services and/or transfer any ownership of any such Software (including, without limitation the Project Specific IPRs and/or Specially Written Software) ("**Software**").

7.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the IIP pursuant to paragraph 5.3.5, the Commissioner shall provide written notice to the IIP setting out which, if any, of the Transferable Assets and the Software the Commissioner requires to be transferred to the Commissioner, Chief Constable and/or the Replacement Contractor in order for the Commissioner, Chief Constable and/or its Replacement Contractor to provide the Services from the expiry of the Termination Assistance Period.

7.3 Where requested by the Commissioner, Chief Constable and/or the Replacement Contractor, the IIP shall provide all reasonable assistance to the Commissioner, Chief Constable and/or the Replacement Contractor to enable it to determine which Transferable Assets and Software the Commissioner, Chief Constable and/or the Replacement Contractor requires to provide the Services or Replacement Services.

7.4 With effect from the expiry of the Termination Assistance Period, the IIP shall sell the Transferring Assets to the Commissioner, Chief Constable and/or the nominated Replacement Contractor for a consideration equal to their Net Book Value, except where:-

7.4.1 Termination Compensation already accounts for the cost;

7.4.2 the cost of the relevant Asset has been partially or fully paid via the Charges.

7.5 Risk in the Transferring Assets shall pass to the Commissioner, Chief Constable or the Replacement Contractor (as appropriate) at the end of the Termination Assistance Period and title

to the Transferring Assets shall pass to the Commissioner, Chief Constable or the Replacement Contractor (as appropriate) on payment for the same.

- 7.6 With effect from the expiry of the Termination Assistance Period, the IIP shall transfer the Software by way of assignment, transfer or novation (together with any necessary licences to use the IIP Software) to the Commissioner, Chief Constable and/or the nominated Replacement Contractor at no cost. The licensed materials to which each such assigned, transferred or novated licence of Software relates shall in each case be the latest version of the licensed materials that is used by the IIP and/or any relevant Sub-Contractor in the provision of the Services.
- 7.7 The IIP shall ensure that any necessary post-termination licences to utilise and/or complete and handover the Services are provided to the Commissioner, Chief Constable and/or a Replacement Contractor in a timely manner and shall ensure that the Commissioner and Chief Constable have the right to use any Intellectual Property Rights, Personal Data and Confidential Information that may reasonably be required.
- 7.8 Where the IIP is notified in accordance with paragraph 7.2 that the Commissioner, Chief Constable and/or the Replacement Contractor requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the IIP shall as soon as reasonably practicable:
- 7.8.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Commissioner) for the Commissioner, Chief Constable and/or the Replacement Contractor to use such assets (with a right of sublicense or assignment on the same terms); or
- 7.8.2 failing which procure a suitable alternative to such assets and the Commissioner, Chief Constable or the Replacement Contractor shall bear the reasonable proven costs of procuring the same.

8. PERSONNEL

- 8.1 The Commissioner and the IIP agree and acknowledge that in the event of the IIP ceasing to provide the Services or part of them for any reason, Schedule 17 shall apply unless otherwise agreed in a Work Order.

9. INITIAL EXIT OBLIGATIONS

- 9.1 Within 5 Working Days of the service of a termination notice or at least 6 months prior to the expiry of this Agreement the IIP Transition Manager shall:-
- 9.1.1 meet with the WMP Transition Manager to review the current Exit Plan and agree any necessary amendments to the scope of such Exit Plan and any specific changes to the exit criteria over and above those as set out in the current Exit Plan.
- 9.1.2 terminate and/or serve notice on any of the IIP's own commercial arrangements that it has in place that have ongoing lease or rental costs to ensure that any expense costs are minimised (for example an apartment lease arrangement). For the avoidance of doubt, such arrangements shall not be those contracts as envisaged in paragraph 6.
- 9.1.3 subject to the provisions of this Schedule, notify all IIP Spine Team, IIP TOM Team, IIP ICT Spine Team and IIP Resource Augmentation personnel of the termination notice.
- 9.2 Within 15 Working Days of the service of a termination notice or at least 6 months prior to the expiry of this Agreement, the IIP Transition Manager, supported by the IIP PMO team, shall work with WMP and in particular the WMP Transition Manager to review the current Exit Plan to ensure that the termination scope, principles, assumptions and governance arrangements are still applicable.

9.3 Further to the activities as set out in paragraphs 9.1 and 9.2, the IIP Transition Manager shall be responsible for making any updates to the Exit Plan, which shall be submitted to the WMP Head of Change for approval.

10. **TIMETABLE FOR EXIT**

10.1 The IIP shall undertake the exit work streams and any other Termination Services in accordance with the timetable as set out in figure 1 below.

10.2 The parties acknowledge and agree that the migration of the Services from the IIP to the Commissioner and/or its Replacement Contractor may be phased, such that certain of the Services are handed over before others.

11. SPECIFIC EXIT ACTIVITIES

- 11.1 All Deliverables (both baselined and in-flight) produced by the IIP shall be saved to WMP's existing online document repository, and all IPR in these Deliverables would be assigned to WMP. A further copy of all project documentation will be delivered to WMP on a CD-ROM.
- 11.2 The IIP shall provide copies of all tools developed in support of the IIP Programme, except where it has already been identified that the IIP and/or its Subcontractor have pre-existing IPR. Any data used in the development of the Deliverables by the IIP shall be passed to WPM in an agreed format.
- 11.3 In parallel with carrying out the Transition Services the IIP will continue to support the BAU activities of WMP during the Termination Assistance Period.

IIP Spine Team Exit:

- 11.4 All in-flight Deliverables created by the Portfolio Spine Team (including, but not limited to, Deliverables relating to Programme Management and Plans, Risks Registers, issues and actions, Dependency Maps, Change Management, Stakeholder Engagement, Supplier Management, Partner Engagement, Communications, Benefits Realisation, Service Integration and Continuous Improvement) shall be brought to a sensible conclusion such that, although not complete, they may be transitioned to WMP in a useable form for immediate continuation by a replacement contractor, or for later restart.
- 11.5 Where the IIP Programme is to continue, accountability for chairing and reporting at the existing programme governance meetings (as set out in Schedule 7) will be transitioned at the point agreed between WMP and the IIP to WMP or its Replacement Contractor, but the IIP Transition Manager will continue to attend to report on progress against the Exit Plan.
- 11.6 All future OCB meetings and supplier performance activities shall be cancelled or transitioned at the point agreed between WMP and the IIP to the responsibility of WMP or its Replacement Contractor.
- 11.7 For each in-flight Deliverable/activity, the IIP Portfolio Spine Team will create a short hand-over document setting out the status of the Deliverable/activity, and recommendations for next actions to progress.
- 11.8 A knowledge transfer meeting shall be conducted with WMP and/or the Replacement Contractor for each key Deliverable (both baselined and in-flight products) to discuss and explain the Deliverable, and to address any questions. Further follow-up knowledge transfer meetings may be conducted in accordance with Schedule 3 or at the request of WMP.
- 11.9 Where IIP programme activities are continued under the management of WMP or its Replacement Contractor, the IIP Spine Team shall, where requested by WMP, support the continuation of workshops as part of skills transfer activities.

IIP TOM Team and ICT Spine Team Exit:

- 11.10 All in-flight deliverables created by the IIP TOM Team and IIP ICT Spine Team (including, but not limited to, Deliverables relating to the As-Is Operating Model, the To-Be Operating Model, the IT Operating Model, the ICT Blueprints, the Workforce Baseline models, the Workforce Capacity Model and the IT Capability Maturity Model) shall be brought to a sensible conclusion such that, although not complete, they may be transitioned to WMP in a useable form for immediate continuation by itself or a Replacement Contractor, or for later restart.
- 11.11 All future workshops, meetings and activities relating to the development of the TOM shall be cancelled or transitioned at the point agreed between WMP and the IIP to the responsibility of WMP or its Replacement Contractor.

- 11.12 For each in-flight Deliverable/activity, the IIP team will create a short hand-over document setting out the status of the Deliverable/activity, and recommendations for next actions to progress.
- 11.13 A knowledge transfer meeting shall be conducted with WMP and/or the Replacement Contractor for each key Deliverable (both baselined and in-flight products) to discuss and explain the Deliverable, and to address any questions. Further follow-up knowledge transfer meetings may be conducted in accordance with Schedule 3 or at the request of WMP.
- 11.14 Where TOM activities are continued under the management of WMP or its Replacement Contractor, the IIP team shall, where requested by WMP, support the continuation of workshops as part of skills transfer activities.

ICT Resource Augmentation Team (ICT Work Order) Exit:

- 11.15 All in-flight Deliverables created by the IIP Resources Augmentation as part of their ongoing responsibilities within the WMP ICT organisation shall be brought to a sensible conclusion such that, although not complete, they may be transitioned to WMP in a useable form for continuation.
- 11.16 For each in-flight Deliverable/activity, the IIP Resource Augmentation will create a short hand-over document setting out the status of the Deliverable/activity, and recommendations for next actions to progress.
- 11.17 A knowledge transfer meeting shall be conducted between the IIP Resource Augmentation and their successor (either WMP or its Replacement Contractor) to aid the transition of knowledge and to address any questions relating to key Deliverables, activities, role and current status.
- 11.18 To ensure the smooth transition of responsibility back to WMP (or its Replacement Contractor), and where requested by WMP, the IIP Resource Augmentation shall provide further knowledge transfer sessions and/or work-shadow support during the Termination Assistance Period.

12. GENERAL

- 12.1 In accordance with the provisions of Clause 24.5.6 of the Agreement, the IIP shall provide the Commissioner, Chief Constable and/or a Replacement Contractor with all WMP Data and/or such other data as may reasonably be required in order to facilitate a smooth transition of the Services in such form as the Commissioner may reasonably require.
- 12.2 The IIP shall ensure that all such data provided under paragraph 12.1 above is not damaged, lost or compromised in any way prior to receipt by the Commissioner, Chief Constable or Replacement Contractor (as appropriate).
- 12.3 The IIP shall ensure that there is minimal adverse impact on WMP, its staff or officers, its partners, its suppliers or the public during the Transition Period.
- 12.4 The IIP shall ensure that it will work with the Commissioner and not impose any barriers or restrictions to the smooth transition of the Services to the Commissioner and/or any Replacement Contractor.

13. EXIT PLAN WORK STREAMS

- 13.1 Without prejudice to any other requirements, activities, or responsibilities of the IIP as may be set out in this Schedule, the IIP shall undertake the following work streams of activities to facilitate an orderly transition and to provide continuity of service and minimise impact on WMP, its partners, suppliers and the public:-

- 13.1.1 **Manage Service Termination:** This includes conducting a quality assessment with WMP of current services, implementing the Exit Plan, project management as well as exit workstreams. It also includes negotiating and planning contract termination.

- 13.1.2 **External Communication:** This includes establishing, monitoring and managing communication with external stakeholders, including any joint media statements, as well as mitigating actions for communication risks as part of this phase. A sub-set of a joint communications plan will be created, focusing on external communications, and specifying the purpose, method, frequency, and ownership of communications.
- 13.1.3 **People and Communication:** This includes managing and implementing HR and internal departmental communications along with the consultation with any staff whose roles are affected by the exit, both within the IIP and WMP.
- 13.1.4 **Financial Termination Management:** As part of financial termination management, implementation and management of post-termination finances will be addressed along with any required reforecast of financial plans.
- 13.1.5 **Service Handover and Service Operations:** the IIP shall undertake activities to ensure that the Service and ongoing operations are progressively handed over to WMP and/or the Replacement Contractor. Service continuity and quality shall be paramount. Service levels shall be agreed by WMP in line with Service performance levels. As knowledge transfer activities and Service transition progresses, Service performance will continue to be monitored. 'Transition' of a service will be considered achieved when agreed exit criteria have been met. To minimise the risk of disruption to the live service, the IIP will continue to provide support alongside the replacement provider and shall collaborate with the replacement provider and WMP to ensure a smooth transition of responsibilities.
- 13.1.6 **Programme Management and Integration tools and processes.** these will also be transitioned, in a way to allow WMP to take on integration responsibilities, and programme reporting. WMP will identify those resources with ongoing responsibility for Service provision, and will make them available for training and knowledge transfer activities.
- 13.1.7 **Contracts and Assets:** shall be transferred in accordance with the specific provisions of this Exit Plan as set out above. The transition ethos will be on constructive and collaborative knowledge transfer, with primary success measures being service continuity and performance, within an agreed cost envelope.
- 13.1.8 **Technology and Work Environment:** This includes managing the transition of the technology assets (in accordance with the provisions set out above) and vacating the work environment.
- 13.1.9 **Knowledge Transfer:** This includes undertaking the Knowledge Transfer activities and plan as set out in Appendix 2 of Schedule 3.

14. CHARGES

- 14.1 Subject to paragraph 14.3 below, during the Termination Assistance Period (or for such shorter period as the Commissioner may require the IIP to provide the Termination Services), the Commissioner shall pay the Charges to the IIP in respect of the Termination Services on a Fixed Price basis which shall be calculated and payable in accordance with the provisions of paragraph 12.6 of Schedule 6 (Pricing and Payment). Unless the parties agree otherwise at the point of exit, such Charges shall be:-
 - 14.1.1 a sum equal to 20 Working Days for the IIP Spine Team, the IIP Tom Team and/or the IIP ICT Spine Team as appropriate for the relevant termination; and
 - 14.1.2 a sum equal to 20 Working Days for the IIP Augmentation Resource in respect of the termination of Work Order 001 (ICT Work Order).
- 14.2 Where the Transition Assistance Period is extended, additional resources and cost may be incurred, but will be subject to agreement between the parties.

- 14.3 The IIP shall mitigate any costs incurred in relation to the provision of any Transition Services including, without limitation, in accordance with paragraph 5.3.3 above.
- 14.4 The IIP shall not be entitled to make any charge for the Termination Services save as set out under paragraph 10.1 above.
- 14.5 Except as otherwise expressly specified in this Agreement, the IIP shall not make any charges for the Termination Services provided by the IIP pursuant to, and the Commissioner shall not be obliged to pay for costs incurred by the IIP in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the parties to carry on after the expiry of the Termination Assistance Period other than as specifically set out in this Agreement.

SCHEDULE 12
COMMERCIALLY SENSITIVE INFORMATION

SCHEDULE 13

KEY PERSONNEL

Within this table reference to Months are from the Services Commencement Date

Name	Role	Responsibilities / Authorities	Phase of the project during which they are a key person
	Relationship Director	Accountable for the overall Accenture engagement and all Accenture activities as the IIP.	Term
	IIP Portfolio Lead	Responsible for programme management and integration of IIP work-streams.	Term
	TOM Lead	Responsible for designing the TOM and associated Programme of Work	TOM design – Month 1 (w/c 18 August) - Month 6
	IIP Change Lead	Responsible for leading all business change related activities on behalf of the IIP.	Term
	PMO Lead	Responsible for programme tracking, dependency management, risk and issue management on behalf of the IIP.	Month 1 – Month 24
	Partnership Alliance Manager	Responsible for stakeholder management activities in relation to West Midlands Police partner organisations.	Month 6 – Month 24
	IIP ICT Lead	Responsible for leading all IIP activities within the ICT function, and estimating of ICT related initiatives on behalf of the IIP.	Month 1 – Month 37. The role pervades beyond this point and will transfer to another IIP resource.

SCHEDULE 14

POLICIES AND PROCEDURES

1. The IIP shall comply with the following policies and procedures in carrying out the Services:-

1.1 Information Management and Security Strategy



WMP_IM_Strategy_V
07c.doc

1.2 Force Vetting Policy and OPCC Vetting Policy (as appropriate);



Vetting.pdf



26_vetting_policy.pdf

1.3 Records Management Policy



Retention_Schedule_
WMP.xls



28-2010.pdf

1.4 ICT Security and Operating Policy



ICT and security
06-2005.pdf

1.5 ACPO Data Protection Policy



ACPO DP MoG
v4_sept 2011.pdf

1.6 the following policies of the Chief Constable and/or Commissioner as appropriate:-

1.6.1 Alcohol misuse;

1.6.2 Bullying at work;

1.6.3 Drugs Misuse policy;

1.6.4 Harassment at Work;

1.6.5 Conduct of Work;

1.6.6 Fire safety;

1.6.7 Health and safety and Health and Safety Guidance for Contractor's standards;

- 1.6.8 No smoking policy;
- 1.6.9 Equal opportunities policy; and
- 1.6.10 Disability equality.

SCHEDULE 15

PRINCIPLES

PART A – PARTNERSHIP PRINCIPLES

The partnership is sought by the Commissioner and WMP in order to improve the safety, security and well being of the public of the West Midlands. The parties have set out below the principles that they will work to during the Term of the Agreement to ensure that they are working in the spirit of partnership in their dealings with each other.

1. The partnership is intended to result in a more capable WMP. This means making us better at reducing crime, demand and harm, delivering services that are efficient and meet the public's need. The IIP shall conduct its activities so as to assist the Commissioner in meeting this overarching objective.
2. The partnership is governed by a contractual framework but seeks to be a dynamic and free flowing relationship which exploits opportunities to progress and develop.
3. The core of this partnership is a relentless drive for continuous improvement.
4. The partnership has been established on the basis it has a clear governance arrangements that the public can understand. This includes how finance and reward is managed, how decisions are taken and how risk is managed. Both parties will seek to ensure transparency with the public in this regard.
5. The partnership will be supported by a statement of shared values, aims and responsibilities.
6. The success of the partnership requires commitment of senior leaders and their staff from both organisations and a flexible and cooperative approach to success.
7. The partnership exists to achieve the outcomes set by the Commissioner and Chief Constable, but both understand the IIP's need to achieve reasonable levels of return from the arrangement.
8. The partnership will foster an open and challenging relationship with both parties seeking to improve each other's ability to achieve the partnerships' goals.
9. The partnership needs to collaborate with other public, private, voluntary and community bodies to deliver the best outcomes. This wider 'ecosystem' of partners will work together to solve problems and deliver change.
10. The security of the region and its people would be enhanced by a vibrant and successful economy. The partnership must understand that it has a social responsibility to contribute to the overall regeneration of the West Midlands region through investment in local businesses and support to community initiatives.

PART B – INNOVATION PRINCIPLES

The IIP agrees and acknowledges that it is fundamental to this Agreement that the IIP delivers the Services in a manner which will bring innovation in to policing and the statutory duties and responsibilities of the Commissioner. Therefore, the IIP agrees to deliver the Services in a manner which seeks to adhere to the innovation principles set out below.

1. **Clear message about what we are trying to achieve**

The foundations of innovation will be the Target Operating Model. WMP staff, partners and public will need to understand what this is and how it can support improvements in policing and the

criminal justice system. Understanding this will form the basis of the innovations the IIP is expected to help the Commissioner deliver.

2. Sharing what the IIP and WMP are doing so people can contribute

If people understand what we are doing then they will have the opportunity to contribute their ideas. This will apply to large or small projects. There are ideas everywhere in West Midlands and everyone should have the opportunity to contribute. The IIP will ensure that these ideas are collated and feed into the Services being delivered. The IIP will ensure that innovation benefits from the knowledge, skills and expertise of the officers and staff employed by the Chief Constable and Commissioner.

3. Innovation is about seeing what others are doing well and adapting it

Not all the good ideas can be within WMP. We need to ensure other people's ideas are used to improve how we work. What is standard somewhere else could be innovation for West Midlands Police. Innovation will be drawn from global policing, the wider public sector and from commercial best practices. The IIP will harness ideas from the broader market and demonstrate where these can potentially be used and/or adapted for use within WMP. The delivery of innovation will be underpinned by enhanced and improved technology.

4. Understanding the problems we want to solve

We expect the IIP to assist WMP in identifying and understanding the problems we want to solve before we seek solutions. This will require the IIP to take a hard look at WMP working practices, seeking critical feedback from communities, partners, officers and staff.

5. WMP are looking to continually improve not deliver instant perfection

We want to be agile and get new solutions in to practice quickly. Sometimes we may need to take many small rapid steps to achieve major changes. The IIP must consider this in developing the Programme of Work.

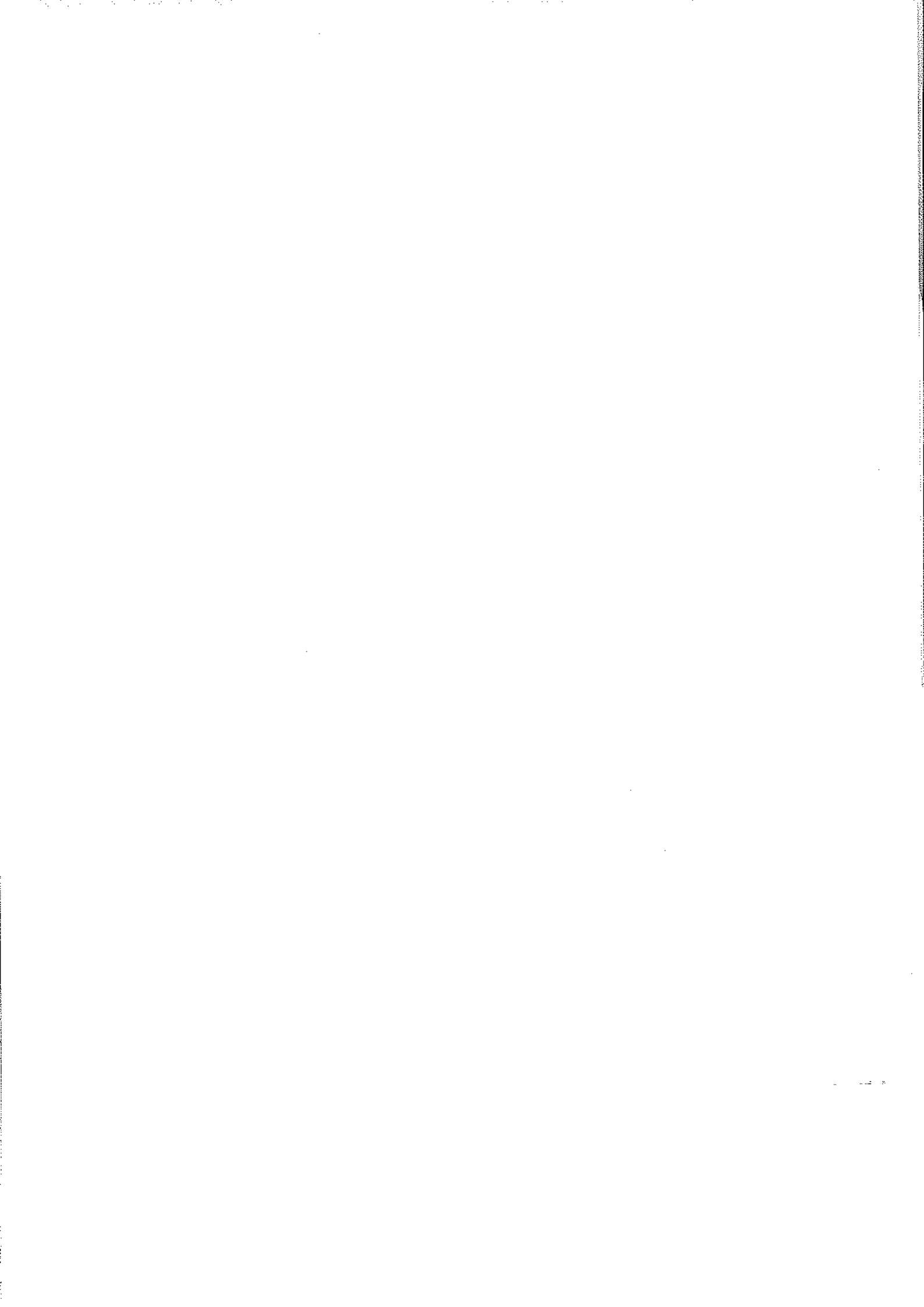
6. We must push ourselves to achieve real progress and accept failure as a natural consequence of stretching ourselves to the limit

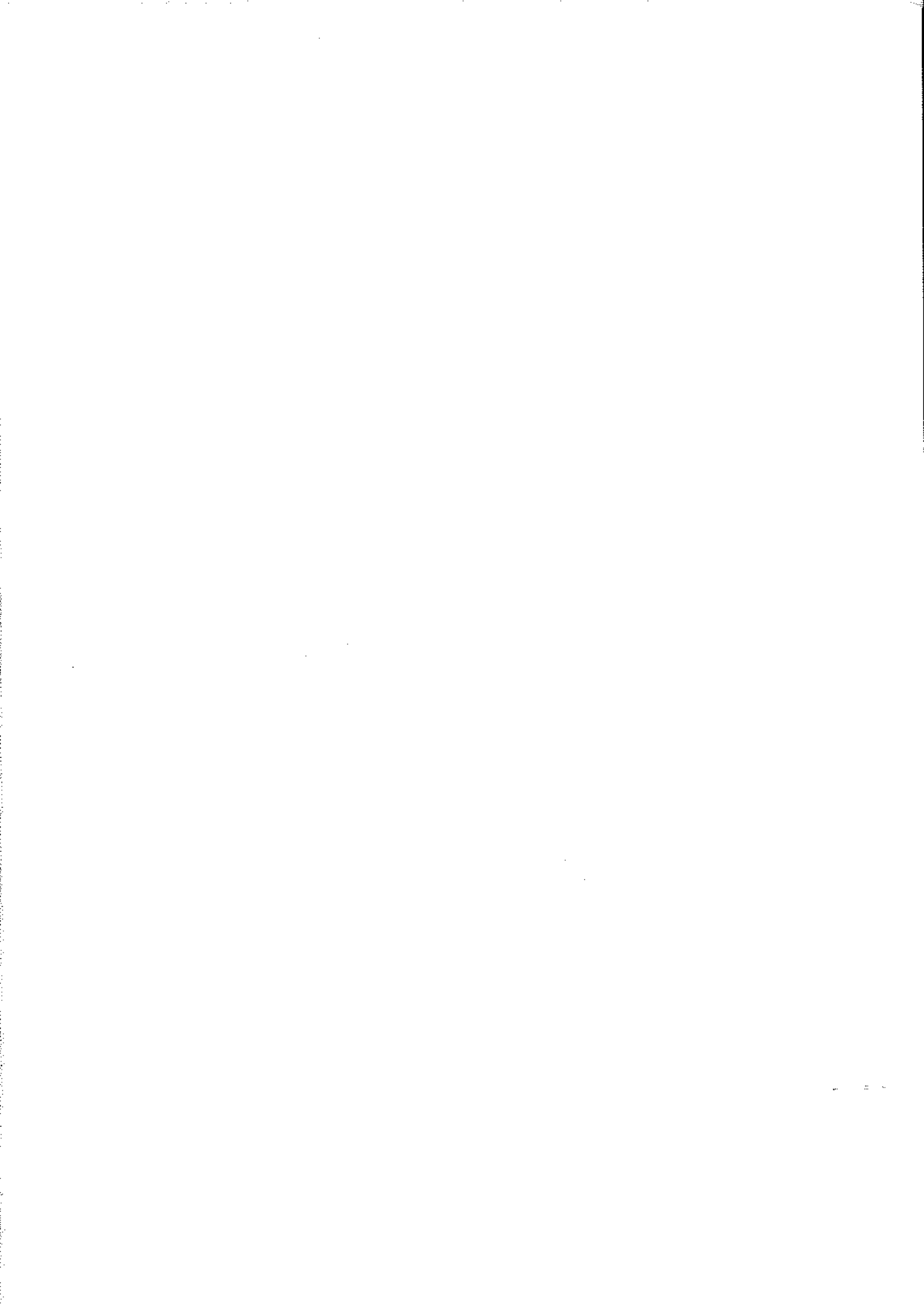
Innovating and moving quickly will mean some ideas fail. We need to take reasonable and proportionate risks, and when things do not work learn from it and move on. Some of our solutions may be temporary as we move on quickly to better ways of working. The IIP must provide feedback to WMP on projects to assist WMP in taking realistic decisions to move forward ideas and solutions.

7. Feeling the Difference

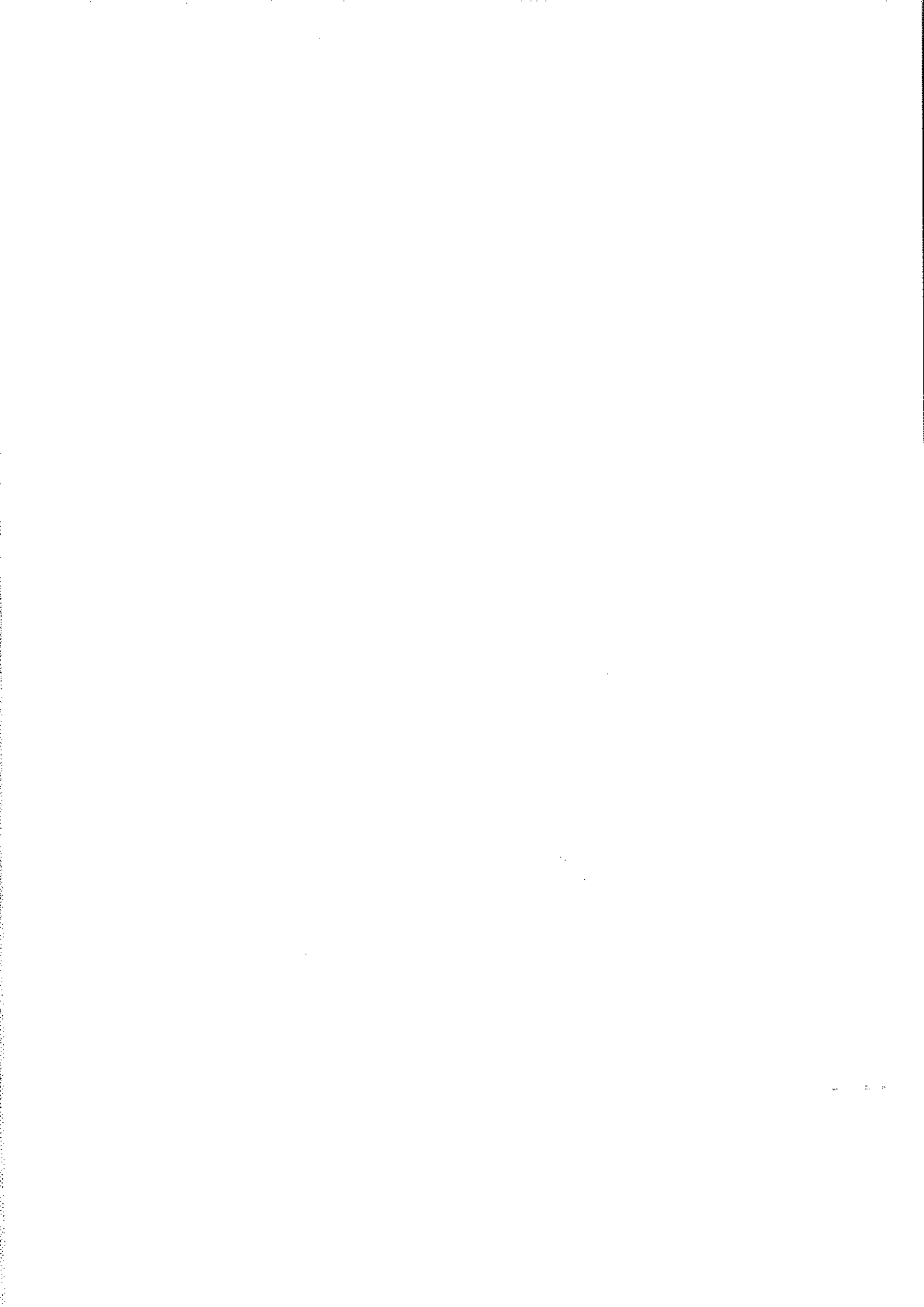
Frontline delivery to the public is all important. Our innovation must make for a better public experience, reduce crime and demand, and make our staff more effective, confident and better in their jobs.

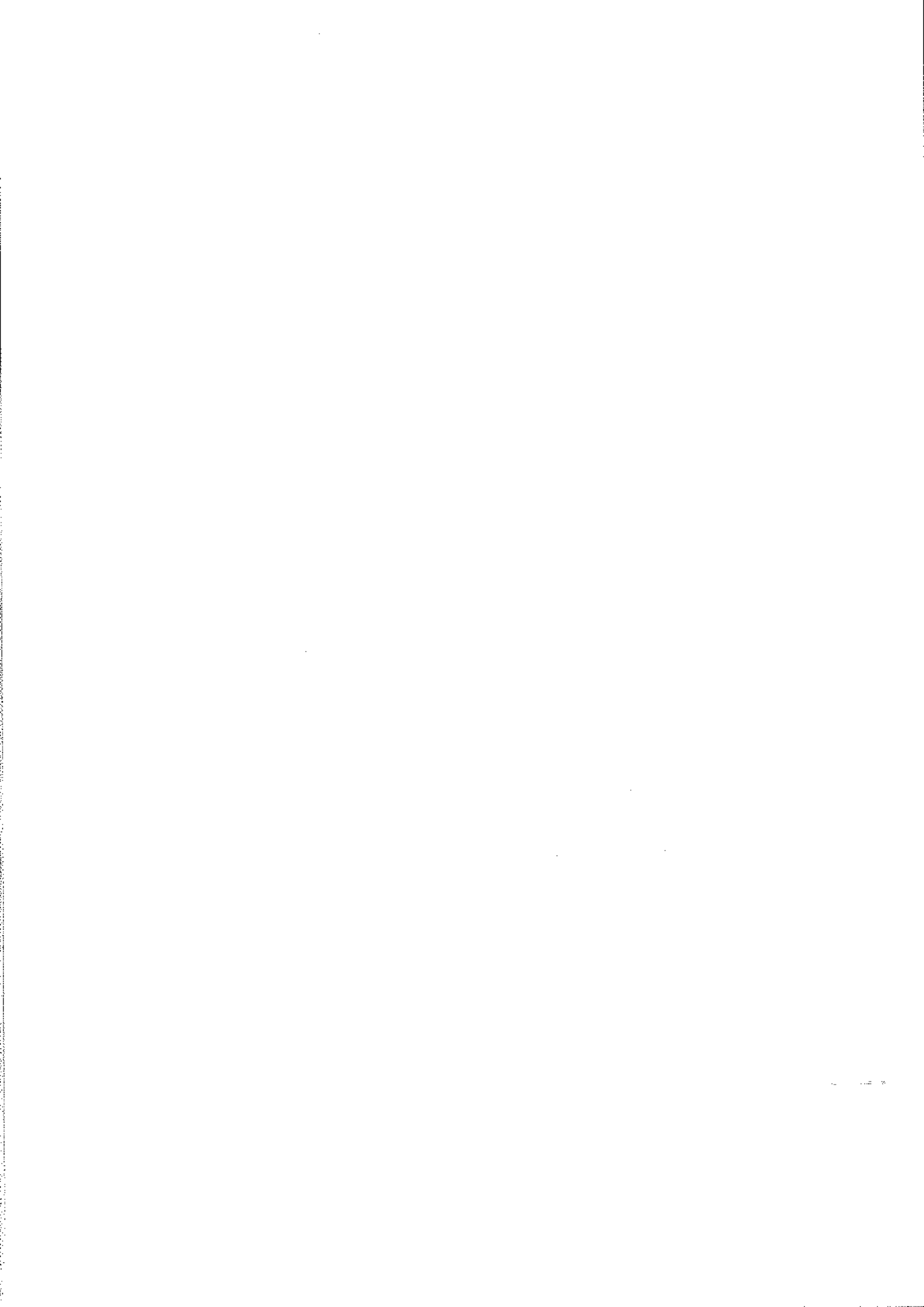
SCHEDULE 16

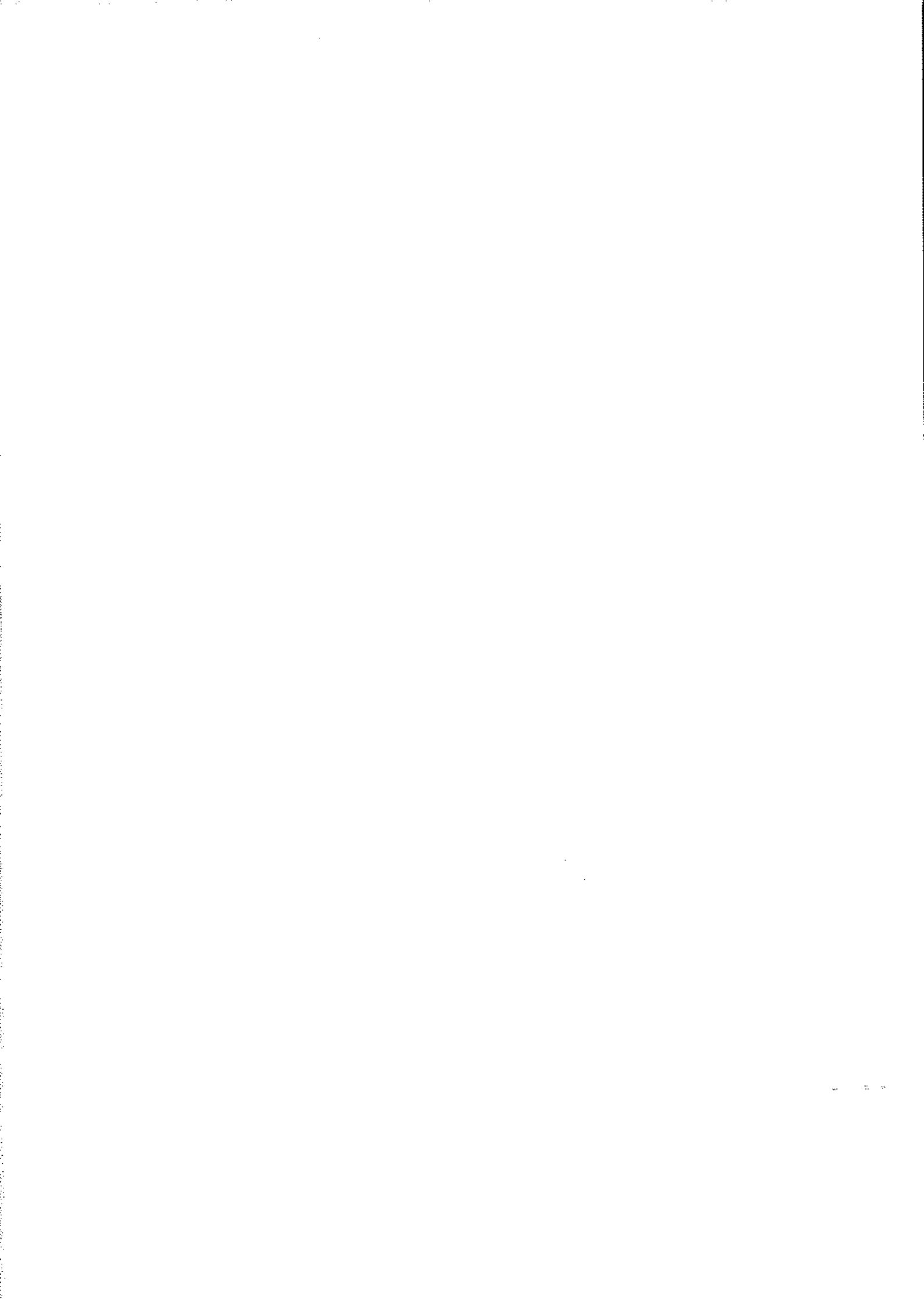




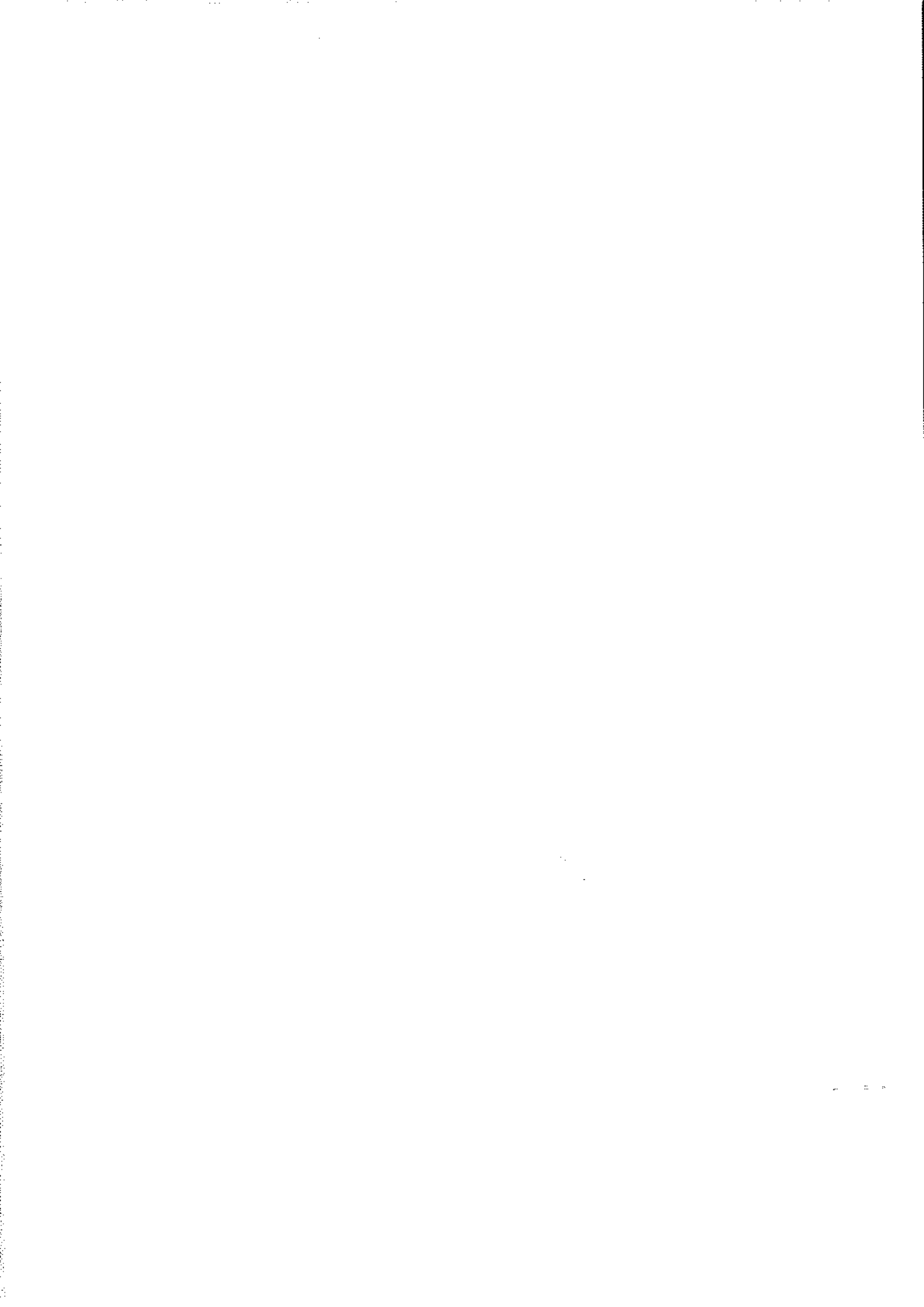














SCHEDULE 17

TUPE

DEFINITIONS

In this Schedule (except where the context otherwise requires) the following words and expressions will have the following meanings:

- "Appropriate Pension Scheme"** means in respect of Eligible Employees, either membership, continued membership or continued eligibility for membership of their Legacy Scheme; or membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department as being broadly comparable to the terms of their Legacy Scheme
- "Commissioner Employees"** means all those employees of the Commissioner and/or Chief Constable or an existing service provider wholly and/or mainly engaged in providing Services and/or services which are comparable to the Component Project immediately before the Component Transfer Date whose names are listed in Schedule to be agreed by the parties, save for those who object to their transfer pursuant to Regulation 4(7) of the Regulations or otherwise resign or treat their employment as terminated
- "Component Transfer Date"** means the date upon which the provision of services pursuant to a Component Project commences
- "Eligible Employees"** means any Commissioner Employees who are active members of (or are eligible to join) the LGPS and/or any employees of the IIP or Other Third Party who are former Commissioner Employees and who were active members of (or who were eligible to join) the LGPS on the date of a previous transfer of the Services or any services which are comparable to the Component Project
- "Legacy Scheme"** means the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Component Transfer Date
- "LGPS"** means the Local Government Pension Scheme
- "Losses"** means any and all: (a) claims, demands, awards, suits, judgments (however obtained), payments by way of settlement and orders; and, (b) taxes, losses, liabilities, damages,

costs and expenses including legal expenses

"Potential Returning Employees"	those personnel who are employees of the IIP or any Other Third Party and who are assigned to the provision of the Component Project or a relevant part of the Component Project for the purposes of the Regulations
"Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 2013 and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50 EEC and consolidated in Council Directive 2001/23/EEC) into English law
"Replacement Component Project Provider"	means any alternative service provider appointed by the Commissioner or IIP to perform the Component Project or any part of the Component Project after the Subsequent Component Transfer Date
"Relevant Transfer"	means a relevant transfer of an undertaking for the purposes of the Regulations
"Returning Employees"	means those persons listed in a Schedule to be agreed by the parties prior to the Subsequent Component Transfer Date who it is agreed were employed by the IIP (and/or any Other Third Party) wholly and/or mainly in the Component Project immediately before the Subsequent Component Transfer Date
"Subsequent Component Transfer Date"	means the date or dates on which there is a transfer of responsibility for the provision of the Component Project or part of the Component Project between the IIP (and/or any Other Third Party) and the Commissioner and/or a Replacement Component Project Provider (as the case may be) pursuant to the terms of this Agreement

1. APPOINTMENT AND TERMINATION OF THE IIP

- 1.1 The parties agree that the provisions set out in this Clause 1 shall apply in respect of the appointment of the IIP and the termination of this IIP appointment either in whole or part.
- 1.2 IIP Personnel will at all times during the Term remain employed or engaged by the IIP and the IIP will meet all employment costs and liabilities in respect of Personnel.
- 1.3 It is the understanding of the parties (although neither gives any warranty to this effect) that TUPE will not apply to the arrangements made under this Agreement or upon the IIP commencing to provide the Services.
- 1.4 The IIP will use reasonable endeavours to procure that the provision of the services performed by IIP under this Agreement is managed in such a way as to avoid a relevant transfer within the

meaning of TUPE and therefore (a) anticipates that upon termination of this Agreement (or any part thereof) there will be no employees wholly or mainly assigned to the performance of the services performed by IIP under this Agreement (unless expressly required by the Commissioner) and, as a result, no employee will transfer to the Commissioner (or a Replacement Contractor) on the termination date (or any other date) by virtue of the termination (by whatever means) of this Agreement; and (b) the IIP will take such steps as are necessary in advance of the termination of this Agreement (or any part thereof) to re-deploy (or offer alternative employment to) any Personnel within the IIP's business (on substantially similar terms and conditions) who may be deemed to be wholly or mainly assigned to the performance of the services performed by the IIP under this Agreement or who otherwise alleges that their employment should transfer under TUPE.

- 1.5 The Commissioner (or any Replacement Contractor) will use reasonable endeavours to procure that no employee will transfer to the Commissioner (or a Replacement Contractor) on the termination date (or any other date) by virtue of the termination (by whatever means) of this Agreement by taking such steps as are reasonably practicable to ensure that the Replacement Services are not fundamentally the same as the Services provided under this Agreement save that this obligation shall not serve to compromise the efficient delivery and transfer of the Services.
- 1.6 The IIP agrees that it will not at any time contend for any purpose whatsoever that TUPE applies upon the cessation of the Services or any part thereof.
- 1.7 Notwithstanding such a belief and on the basis that both parties have agreed to be responsible for their own employees:
- 1.7.1 the IIP will, indemnify, keep indemnified and hold harmless the Commissioner against (and pay to the Commissioner such sums as would, if paid to any Replacement Contractor, indemnify and keep indemnified any such Replacement Contractor) in respect of all Losses which arise out of or are connected with:
- (a) the employment or the termination of employment of any Personnel who transfer to the Commissioner from the IIP (or any Sub-Contractor of the IIP) pursuant to the Regulations on the termination date (including, for avoidance of doubt, any contractual or statutory termination costs and salaries or wages, accrued holiday pay, expenses, pension benefits, life assurance, health or medical expenses insurance and all other emoluments and any PAYE tax deductions and national insurance contributions relating thereto) for the period from the Effective Date up to the termination date;
 - (b) any act or omission by the IIP (or any Sub-Contractor of the IIP) in relation to any Personnel who transfer to the Commissioner on the termination date; and
 - (c) any obligations which the parties may have under TUPE (including but not limited to regulations 13, 14 and 15 of TUPE) in relation to any Personnel who transfer to the Commissioner on the termination date but save always where such failure to comply with these obligations is due to the failure of the Commissioner to comply with its obligations under the Regulations ; and
- 1.7.2 the Commissioner will indemnify, keep indemnified and hold harmless the IIP against all Losses which arise out of or are connected with:
- (a) the employment or the termination of employment of any person who transfers to the IIP pursuant to the Regulations on the Effective Date, howsoever and whensoever arising (including, for the avoidance of doubt, any contractual or statutory termination costs and salaries or wages, accrued holiday pay, expenses, pension benefits, life assurance, health or medical expenses insurance and all other emoluments and any PAYE tax deductions and national insurance contributions relating thereto) for the period from the Effective Date up to the termination date;

- (b) any act or omission by the Commissioner in relation to any person who transfers to the IIP pursuant to the Regulations on the Effective Date; and
- (c) any obligations which the parties may have under TUPE (including but not limited to regulations 13, 14 and 15 of TUPE) in relation to any person who transfers to the IIP pursuant to the Regulations on the Effective Date but save always where such failure to comply with these obligations is due to the failure of the IIP to comply with its obligations under the Regulations; and

1.7.3 both parties will use all reasonable endeavours to ensure that the liability of both parties is minimised under the above indemnities, including by taking any steps in compliance with the ACAS Code of Practice to consult with any Personnel or any person who transfers to the IIP pursuant to the Regulations on the Effective Date (prior to any termination of their employment); and

1.7.4 the Parties agree that the Contracts (Rights of Third Parties) Act 1999 will apply to this Clause 1.7 to the extent necessary to ensure that any Replacement Contractor will have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by IIP in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999 (and the Commissioner may in its discretion assign the benefit of the indemnities in this clause to any such Replacement Contractor).

2. APPOINTMENT AND TERMINATION OF A COMPONENT PROJECT

2.1 The parties agree that the provisions set out in Clause 2 shall apply in respect of any Component Project which is identified as part of the Programme of Work and approved as part of the Commissioning Process and the termination (in whole or in part) of the same.

2.2 The IIP and the Commissioner will procure that the procurement and provision of any Component Project is managed in such a way as to avoid there being a relevant transfer within the meaning of TUPE either on commencement, during or at the termination (in whole or in part) of a Component Project.

2.3 The parties acknowledge that as a matter of law and/or efficient it may not be possible to commission a Component Project to prevent a Relevant Transfer. If a Relevant Transfer takes place in respect of a Component Project then the provisions of Clauses 3 and 4 shall apply as appropriate.

3. COMPONENT PROJECT ENTAILING A RELEVANT TRANSFER – ENTRY PROVISIONS

3.1 Transferring Employees

3.2 In the event that despite the spirit and intention of the parties set out in Clause 2.2 it is not possible to prevent a Relevant Transfer then the Commissioner and the IIP shall acknowledge this and proceed on the basis that the commencement of that Component Project on the Component Transfer Date by the IIP or any Other Third Party shall, with respect to the Commissioner Employees, constitute a Relevant Transfer and agree that as a consequence of that Relevant Transfer the contracts of employment made between the Commissioner (or, as the case may be, the IIP) and the Commissioner Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Component Transfer Date as if originally made between the IIP or any Other Third Party and the Commissioner Employees. Terms dealing with benefits for old age, invalidity or survivors shall be dealt with in accordance with Clause 3.15.

3.3 Save where the parties reasonably believe that there will be no relevant transfer for the purpose of the Regulations, the parties shall co-operate in agreeing a list of Commissioner Employees prior to the Component Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Commissioner Employees to the IIP or Other Third Party.

3.4 Information and Consultation

3.5 The IIP shall comply (and shall procure that any Other Third Party complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Component Transfer Date.

3.6 The Commissioner shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Component Transfer Date, save where the Commissioner is unable to do so as a result of the failure of the IIP and/or any Other Third Party to comply with their duties under Regulation 13 of the Regulations.

3.7 Indemnities

3.8 The Commissioner shall indemnify the IIP both for itself and any Other Third Party against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the IIP and any Other Third Party in connection with or as a result of:

3.8.1 any claim or demand by any Commissioner Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Commissioner in respect of any Commissioner Employee in the period on and before the Component Transfer Date, save to the extent that the IIP or Other Third Party is able to claim successfully in respect of any such Commissioner Employee claim or demand under the terms of an employer's liability insurance policy transferring by operation of law from the Commissioner;

3.8.2 any failure by the Commissioner to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the IIP and any Other Third Party to comply with its or their duties under Regulation 13 of the Regulations; and

3.8.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Commissioner Employees (or other employees of the Commissioner) arising from or connected with any failure by the Commissioner to comply with any legal obligation to such trade union, body or person.

3.9 The IIP shall indemnify the Commissioner against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Commissioner in connection with or as a result of:-

3.9.1 any claim or demand by any Commissioner Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the IIP or any Other Third Party in respect of any Commissioner Employee on or after the Component Transfer Date;

3.9.2 any failure by the IIP or any Other Third Party to comply with its obligations under Regulation 13 of the Regulations;

3.9.3 any claim (including any individual entitlement of an Commissioner Employee under or consequent on such claim) by any trade union or other body or person representing the Commissioner Employees arising from or connected with any failure by the IIP or any Other Third Party to comply with any legal obligation to such trade union, body or person;

- 3.9.4 any change or proposed change in the terms and conditions of employment or working conditions of the Commissioner Employees on or after their transfer to the IIP or any Other Third Party on the Component Transfer Date, or to the terms and conditions of employment or working conditions of any person who would have been an Commissioner Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Component Transfer Date as a result of any such changes;
- 3.9.5 any failure by the IIP or Other Third Party to comply with its obligations under Clause 3.15; and
- 3.9.6 the change of identity of employer occurring by virtue of the Regulations and/or this Agreement being significant and detrimental to any of the Commissioner Employees, or to any person who would have been an Commissioner Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Component Transfer Date as a result of the change in employer.

3.10 Employees Remaining Employed by the Commissioner

3.11 If as a result of any Component Project it is found or alleged that any of the Commissioner Employees remains an employee of the Commissioner after the Component Transfer Date:

- 3.11.1 the Commissioner shall notify the IIP of that finding or allegation as soon as reasonably practicable after becoming aware of it;
- 3.11.2 in consultation with the Commissioner, the IIP shall within 14 days of becoming aware of the finding or allegation make that person a written offer of employment to commence immediately on the same terms and conditions as the IIP would be obliged to provide to that person if his employment had transferred pursuant to the Regulations and under which the IIP agrees to recognise that person's period of service with the Commissioner, and the Commissioner shall give all reasonable assistance requested by the IIP to persuade that employee to accept the offer;
- 3.11.3 if the offer of employment made by the IIP is accepted by that person, the Commissioner agrees to permit that person to leave the Commissioner's employment without having worked his full notice period, if that person so requests;
- 3.11.4 the Commissioner may within 28 days after becoming aware of that allegation or finding, if that person is still or still claims to be an employee of the Commissioner and has not accepted an offer of employment with the IIP, dismiss the employee with immediate effect; and
- 3.11.5 the IIP shall indemnify and keep indemnified the Commissioner against all costs, liabilities and expenses (including reasonable legal expenses) which the Commissioner may suffer or incur in respect of that dismissal in each case provided that the Commissioner takes all reasonable steps to minimise such costs, liabilities and expenses.

3.12 Other Transferring Employees

3.13 If as a result of the any Component Project it is found or alleged that the employment of any person other than the Commissioner Employees has transferred to the IIP or any Other Third Party on or after the Component Transfer Date pursuant to the Regulations:

- 3.13.1 the IIP shall notify the Commissioner, or shall procure that the Other Third Party shall notify the Commissioner, of that finding or allegation as soon as reasonably practicable after becoming aware of it;
- 3.13.2 In consultation with the IIP, the Commissioner shall within 14 days of becoming aware of that allegation or finding make that person a written offer of employment to commence

immediately on the same terms and conditions as that person was employed prior to the transfer (actual or alleged), and under which the Commissioner agrees to recognise that person's prior service with the Commissioner, and the IIP shall give all reasonable assistance requested by the Commissioner to persuade that person to accept the offer;

- 3.13.3 the IIP (or, where applicable, the Other Third Party) may within 28 days after becoming aware of that allegation or finding, if that person is still or still claims to be an employee of the IIP (or, where applicable, the Other Third Party) and has not accepted an offer of employment with the Commissioner, dismiss the employee with immediate effect; and
- 3.13.4 the Commissioner shall indemnify and keep indemnified the IIP (both for itself and any Other Third Party) against all costs, liabilities and expenses (including reasonable legal expenses) which the IIP (or, where applicable, the Other Third Party) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal and any other claim brought by that person in each case:-
- (a) provided that the IIP (or, where applicable, the Other Third Party) takes all reasonable steps to minimise such costs, liabilities and expenses; and
 - (b) save to the extent that the IIP is able to claim successfully in respect of any such costs, liabilities and expenses under the terms of an employer's liability insurance policy transferring by operation of law from the Commissioner to the IIP.

3.14 Pensions

- 3.15 The IIP shall or shall procure that any Other Third Party shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Component Transfer Date and continue to be afforded such rights up to the Subsequent Component Transfer Date.

3.16 Apportionments and Payments

- 3.17 The Commissioner shall be responsible for all emoluments and outgoings in respect of the Commissioner Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Component Transfer Date (including bonuses or commission which are payable after the Component Transfer Date but attributable in whole or in part to the period on or before the Component Transfer Date), and will indemnify the IIP (both for itself and any Other Third Party) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the IIP or any Other Third Party in respect of the same.

- 3.18 The IIP shall be responsible for all emoluments and outgoings in respect of the Commissioner Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Component Transfer Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Component Transfer Date but which are attributable in whole or in part to the period after the Component Transfer Date), and will indemnify the Commissioner against all costs, claims, liabilities and expenses (including reasonable legal expenses) in respect of the same.

4. COMPONENT PROJECT ENTAILING A RELEVANT TRANSFER -- EXIT PROVISIONS

4.1 Transfer of Returning Employees

- 4.2 In the event that despite the spirit and intention of the parties set out in Clause 2.2 it is not possible to prevent a Relevant Transfer the parties acknowledge and agree that where all or part of the Component Project ceases to be provided by the IIP (or by a Other Third Party) for any reason and where all or part of the Component Project continues to be provided by the Commissioner or a Replacement Component Project Provider, there may be a transfer of the Returning Employees to

the Commissioner or a Replacement Component Project Provider for the purposes of the Regulations. If there is a transfer for the purposes of the Regulations, the employment of the Returning Employees shall transfer to the Commissioner or a Replacement Component Project Provider in accordance with the Regulations with effect from the Subsequent Component Transfer Date.

4.3 Save where the parties reasonably believe that there will be no relevant transfer for the purpose of the Regulations, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Component Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Commissioner and/or the Replacement Component Project Provider.

4.4 **Provision of Information and Warranties**

4.5 The IIP shall not later than six months prior to the expiry of Component Project or at any other time reasonably directed by the Commissioner to the extent lawfully permitted provide the Commissioner with:

4.5.1 a list of the Potential Returning Employees, including details of their job titles, age, length of continuous service, current remuneration, benefits and notice;

4.5.2 details of any Potential Returning Employees who might reasonably be regarded as a key employee in the context of the maintenance of the Services after the Subsequent Component Transfer Date;

4.5.3 a list of agency workers, agents and independent contractors engaged by the IIP and any Other Third Party;

4.5.4 the total payroll bill of the Potential Returning Employees;

4.5.5 the terms and conditions of the Potential Returning Employees;

4.5.6 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings in respect of the Potential Returning Employees;

4.5.7 details of any claims, current or threatened, brought by the Potential Returning Employees or their representatives;

4.5.8 details of all death, disability benefit or permanent health insurance schemes and other similar arrangements with or in respect of the Potential Returning Employees including the identities of any such employees in receipt of benefits under any such scheme; and

4.5.9 details of all collective agreements relating to or affecting the Potential Returning Employees, with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes or claims for recognition by any trade union.

4.6 The Commissioner shall keep such information confidential and shall use it for the sole purpose of a tender exercise for a continuation of the Component Project, in which case the information may be disclosed to a prospective tenderer.

4.7 At intervals to be stipulated by the Commissioner (which shall not be more frequent than every 30 days) and immediately prior to the Subsequent Component Transfer Date, the IIP shall deliver to the Commissioner a complete update of all such information as shall have been deliverable pursuant to clause 4.5, and the IIP shall meet with the Commissioner to discuss the information disclosed.

4.8 At the time of providing the information to the Commissioner pursuant to clauses 4.5 and 4.7, the IIP shall warrant the completeness and accuracy of all such information.

4.9 Without prejudice to clauses 4.5, 4.7 and 4.8, the IIP agrees to provide the Employee Liability Information to the Commissioner (or, where relevant, the Replacement Component Project Provider) at such time or times as are required by the Regulations, and, at the time of providing such Employee Liability Information, the IIP shall warrant that the Employee Liability Information:

4.9.1 is complete and accurate at the time it is provided to the Commissioner;

4.9.2 will be updated to take account of any changes to such information, as required by the Regulations.

4.10 The Commissioner may assign the benefit of the warranties at clauses 4.8 and 4.9 to the Replacement Component Project Provider.

4.11 **Financial Information**

4.12 Within twenty-eight (28) days after the Subsequent Component Transfer Date, the IIP shall, on request by the Commissioner, provide to the Commissioner and/or any Replacement Component Project Provider updated financial details for the relevant Returning Employees. Such financial details shall include sums payable in respect of each Returning Employee relating to the following:-

4.12.1 Salary and benefits;

4.12.2 PAYE and National Insurance contributions; and

4.12.3 Miscellaneous costs (for example, training grants and staff loans).

4.13 **Restrictions**

The IIP undertakes to the Commissioner that, during the six months prior to the expiry of the Component Project or, if earlier, at any time after notice has been served to terminate the Component Project and in respect of that part of the Component Project and / or Services which will cease to be provided by the IIP (or any Other Third Party) at the Subsequent Component Transfer Date (the "**Affected Services**" for the purposes of this clause), the IIP shall not (and shall procure that any Other Third Party shall not) without the prior written consent of the Commissioner (such consent not to be unreasonably withheld or delayed):-

4.13.1 amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement) (including, for the avoidance of doubt, pay) of any Potential Returning Employees (other than where such amendment or variation has previously been agreed between the IIP and the Potential Returning Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);

4.13.2 terminate or give notice to terminate the employment or engagement of any Potential Returning Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

4.13.3 transfer away, remove, reduce or vary the involvement of any of the Potential Returning Employees from or in the provision of the Affected Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the IIP, (PROVIDED THAT any such transfer, removal, reduction or variation is not in anyway related to the transfer of the Services));

4.13.4 recruit or bring in any new or additional individuals to provide the Affected Services who were not already involved in providing the Affected Services prior to the relevant period.

4.14 **Apportionments and Payments**

4.15 The IIP shall be responsible for all emoluments and outgoings in respect of the Returning Employees (including without limitation all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to, and including, the Subsequent Component Transfer Date (including any bonuses or commission which are payable after the Subsequent Component Transfer Date but attributable in whole or in part to the period on or before the Subsequent Component Transfer Date) and the IIP will indemnify the Commissioner (both for itself and any Replacement Component Project Provider) against any costs, claims, liabilities and expenses (including reasonable legal expenses) incurred or suffered by the Commissioner or any Replacement Component Project Provider in respect of the same.

4.16 The Commissioner will be responsible for all emoluments and outgoings in respect of the Returning Employees (including without limitation all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Subsequent Component Transfer Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable on or before the Subsequent Component Transfer Date but which are attributable in whole or in part to the period after the Subsequent Component Transfer Date), and will indemnify the IIP (both for itself and any Other Third Party) against any costs, claims, liabilities and expenses (including reasonable legal expenses) incurred or suffered by the IIP or any Other Third Party in respect of the same.

4.17 **Indemnities**

4.18 The IIP shall indemnify the Commissioner (both for itself and any Replacement Component Project Provider) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Commissioner and a Replacement Component Project Provider in connection with or as a result of:-

4.18.1 any claim or demand by any Potential Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the IIP or any Other Third Party in respect of any Potential Returning Employee on or before the Subsequent Component Transfer Date, save to the extent that the Commissioner or any Replacement Component Project Provider is able to claim successfully in respect of any such claim or demand under the terms of an employer's liability insurance policy transferring by operation of law from the IIP or any Other Third Party to the Commissioner or any Replacement Component Project Provider;

4.18.2 any failure by the IIP or any Other Third Party to comply with its or their obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Commissioner or a Replacement Component Project Provider to comply with its or their duties under Regulation 13 of the Regulations;

4.18.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Potential Returning Employees arising from or connected with any failure by the IIP or any Other Third Party to comply with any legal obligation to such trade union, body or person;

4.18.4 the provision of inaccurate or incomplete information pursuant to clauses 4.5, 4.7 and 4.9; and

4.18.5 any claim by any person who is transferred by the IIP to the Commissioner and/or a Replacement Component Project Provider or whose name is included in the list of

Returning Employees where such person was not engaged wholly or substantially in providing the Services prior to the Subsequent Component Transfer Date.

- 4.19 The Commissioner shall indemnify the IIP (both for itself and for any Other Third Party) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred in connection with or as a result of:-
- 4.19.1 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including, without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Commissioner or a Replacement Component Project Provider in respect of any Returning Employee on or after the Subsequent Component Transfer Date;
 - 4.19.2 any failure by the Commissioner or a Replacement Component Project Provider to comply with its obligations under Regulation 13 of the Regulations;
 - 4.19.3 any claim (including any individual entitlement of a Returning Employee under or consequent on such claim) by any trade union or other body or person representing the Returning Employees arising from or connected with any failure by the Commissioner or a Replacement Component Project Provider to comply with any legal obligation to such trade union, body or person;
 - 4.19.4 any change or proposed change to the terms and conditions of employment or working conditions of the Potential Returning Employees on or after their transfer to the Commissioner or a Replacement Component Project Provider on the Subsequent Component Transfer Date;
 - 4.19.5 any change of identity of employer occurring by virtue of the Regulations and/or this Agreement being significant and detrimental to any of the Potential Returning Employees.
- 4.20 The Commissioner may in its discretion assign the benefit of the indemnities set out in this clause 4 to the Replacement Component Project Provider.
- 4.21 **Returning Employees Remaining Employed by the IIP/Other Third Party**
- 4.22 If as a result of the cessation of all or part of the Component Project or Services by the IIP it is found or alleged that any of the Returning Employees remains an employee of the IIP and/or any Other Third Party after the Subsequent Component Transfer Date:
- 4.22.1 the IIP shall notify the Commissioner, and shall procure that any Other Third Party shall notify the Commissioner, of that finding or allegation as soon as reasonably practicable after becoming aware of it;
 - 4.22.2 in consultation with the IIP, the Commissioner shall within 14 days of becoming aware of the finding or allegation make that person a written offer of employment to commence immediately on the same terms and conditions as the Commissioner would be obliged to provide to that person if his employment had transferred pursuant to the Regulations and under which the Commissioner agrees to recognise that person's period of service with the IIP or any Other Third Party (as applicable) and the IIP shall give all reasonable assistance requested by the Commissioner to persuade that person to accept the offer;
 - 4.22.3 if the offer of employment made by the Commissioner is accepted by that person, the IIP agrees to permit (and to procure that any Other Third Party permits) that person to leave the IIP's (or, where applicable, the Other Third Party's) employment without having worked his full notice period, if that person so requests;

- 4.22.4 the IIP (or, where applicable, the Other Third Party) may within 28 days after becoming aware of that allegation or finding, if that person is still or still claims to be an employee of the IIP (or Other Third Party) and has not accepted an offer of employment with the Commissioner, dismiss the employee with immediate effect; and
- 4.22.5 the Commissioner shall indemnify and keep indemnified the IIP against all costs, liabilities and expenses (including reasonable legal expenses) which the IIP (or, where applicable, the Other Third Party) may suffer or incur in respect of that dismissal in each case provided that the IIP (or, where applicable, the Other Third Party) takes all reasonable steps to minimise such costs, liabilities and expenses.

4.23 **Other Transferring Employees**

4.24 If it is found or alleged that the employment of any person other than the Returning Employees transfers to the Commissioner or a Replacement Component Project Provider on or after the Subsequent Component Transfer Date pursuant to the Regulations:

- 4.24.1 the Commissioner shall notify the IIP, or shall procure that the Replacement Component Project Provider notifies the IIP of that finding or allegation as soon as reasonably practicable after becoming aware of it;
- 4.24.2 in consultation with the Commissioner, the IIP shall within 14 days of becoming aware of that allegation or finding make that person a written offer of employment to commence immediately on the same terms and conditions as that person was employed prior to the transfer (actual or alleged), and under which the IIP agrees to recognise that employee's prior service with the IIP (or, where applicable, the Other Third Party) and the Commissioner shall give all reasonable assistance requested by the IIP to persuade that person to accept the offer;
- 4.24.3 the Commissioner or Replacement Component Project Provider may, within 28 days after becoming aware of that finding or allegation, if that person is still an employee of the Commissioner or the Replacement Component Project Provider and has not accepted an offer of employment with the IIP, dismiss that person; and
- 4.24.4 the IIP shall indemnify and keep indemnified the Commissioner against costs, liabilities and expenses (including reasonable legal expenses) which the Commissioner and the Replacement Component Project Provider may suffer or incur in relation to that dismissal and the employment of that person up to the date of that dismissal and any other claim brought by that person in each case
 - (a) provided the Commissioner and the Replacement Component Project Provider take all reasonable steps to minimise such costs, liabilities and expenses; and
 - (b) save to the extent that the Commissioner or the Replacement Component Project Provider is able to claim successfully in respect of any such costs, liabilities and expenses under the terms of an employer's liability insurance policy transferring by operation of law from the IIP or any Other Third Party to the Commissioner or the Replacement Component Project Provider.

4.25 **Information and Consultation**

4.26 The IIP shall comply (and shall procure that any Other Third Party shall comply) with its duties under regulations 13 and 14 of the Regulations in relation to any Relevant Transfer, save where it is unable to do so as a result of the failure of the Commissioner and/or a Replacement Component Project Provider to comply with their obligations under regulation 13 of the Regulations.

4.27 The Commissioner shall and shall procure that any Replacement Component Project Provider shall comply with its/their duties under regulation 13 of the Regulations in relation to any Relevant Transfer.

5. **CONDUCT OF CLAIMS**

5.1 In respect of the indemnities given in this Agreement:

- 5.1.1 The indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;
- 5.1.2 The indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and
- 5.1.3 The indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including but not limited to legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

SCHEDULE 18

FINANCIAL DISTRESS

1. DEFINITIONS

1.1 In this Schedule the following words shall have the following meanings:-

"Credit Rating Thresholds"	the credit rating thresholds as set out in Appendix 1 to this Schedule 18
"Financial Distress Event"	the occurrence of one or more of the events listed in paragraph 4.1 of this Schedule 18
"Financial Distress Service Continuity Plan"	a plan setting out how the IIP (together with the Guarantor and/or Sub-Contractors, where appropriate) will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that the IIP, the Guarantor and/or a Sub-Contractor suffers a Financial Distress Event
"Guarantor Rating Agencies"	are Standard and Poor's, Moody's and Fitch or such other rating agency as the parties shall agree from time to time
"Rating Agency"	means Experian plc and/or Experian Limited or such other rating agency as the parties shall agree from time to time
"Sub-Contractor Credit Rating Threshold"	the Credit Rating Thresholds as set out in Appendix 2 to this Schedule 18
"Sub-Contractor Financial Distress Event"	the occurrence of one or more of the events referred to in paragraph 7 of this Schedule 18

2. BACKGROUND

This Schedule provides for the assessment of the financial standing of the IIP, the Guarantor and Sub-Contractors and the establishment of trigger events relating to changes in such financial standing which if breached will have specified consequences.

3. CREDIT RATING AND DUTY TO NOTIFY

3.1 The IIP warrants and represents to the Commissioner for the benefit of the Commissioner that as at the Effective Date the long term credit ratings (based on a non-limited Delphi score) issued for the IIP and Sub-Contractors by the Rating Agency is:-

3.1.1

3.1.2

and the general corporate credit ratings issued for the Guarantor by the Guarantor Rating Agencies are:-

3.1.3

3.1.4

3.1.5

3.2 The IIP shall (and shall procure that the Guarantor and Sub-Contractors shall) maintain the credit ratings as set out in this Schedule.

3.3 The IIP shall promptly notify (or shall procure that its auditors promptly notify) the Commissioner in writing if it, the Guarantor or a Sub-Contractor ceases to have its credit rating (and in any event within ten (10) Working Days of ceasing to have such credit rating).

3.4 The IIP shall:

3.4.1 regularly monitor the IIP's, the Guarantor's and the Sub-Contractor's credit ratings with the Rating Agency; and

3.4.2 subject to the Guarantor's prohibition from making disclosures of material non public information regarding its finances or performance other than as permitted by law, promptly notify (or shall procure that its auditors promptly notify) the Commissioner in writing following the occurrence of a Financial Distress Event, a Sub-Contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Sub-Contractor Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the IIP first becomes aware of the Financial Distress Event, the Sub-Contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Sub-Contractor Financial Distress Event).

3.5 Where the IIP's or the Guarantor's and/or a Sub-Contractor's credit ratings provided by the Rating Agency differ, for the purposes of the Financial Distress Events or the Sub-Contractor Financial Distress Events, the relevant Credit Rating Threshold shall be determined by reference to the lower credit rating.

4. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

4.1 In the event of:

4.1.1 the IIP's or the Guarantor's credit ratings dropping one or more levels below the Credit Rating Threshold;

4.1.2 the IIP or the Guarantor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

4.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the IIP or the Guarantor;

4.1.4 the IIP or the Guarantor committing a material breach of covenants to its lenders;

4.1.5 a Sub-Contractor notifying the Commissioner that the IIP has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or

4.1.6 any of the following:

(a) commencement of any litigation against the IIP or the Guarantor with respect to financial indebtedness properly owed by one of them to a third party that is not an Guarantor Affiliate, not including intercompany indebtedness among the Guarantor and its Affiliates ("Financial Indebtedness") or obligation under a service contract which is not dismissed within 90 days;

(b) non payment by the IIP or the Guarantor of any Financial Indebtedness;

- (c) any Financial Indebtedness of the IIP or the Guarantor becoming due as a result of an event of default; or
- (d) the cancellation or suspension of any Financial Indebtedness in respect of the IIP or the Guarantor,

which the Commissioner reasonably believes could impact on the continued performance and delivery of the Services in accordance with this Agreement, then, immediately upon notification of the Financial Distress Event (or if the Commissioner becomes aware of the Financial Distress Event without notification and brings the event to the attention of the IIP), the IIP shall have the obligations and the Commissioner shall have the rights and remedies as set out in paragraphs 4.4 – 4.7 of this Schedule.

- 4.2 In the event of the IIP's credit rating dropping one or more levels below the Credit Rating Threshold pursuant to paragraph 4.1.1, the Commissioner shall not exercise any of its rights or remedies under paragraph 4.4 unless the Guarantor's credit rating has also dropped one or more levels below the relevant Credit Rating Thresholds.
- 4.3 In the event of a late or non-payment of a Sub-Contractor pursuant to paragraph 4.1.5, the Commissioner shall not exercise any of its rights or remedies under paragraph 4.4 without first giving the IIP ten (10) Working Days to:
 - 4.3.1 rectify such late or non-payment; or
 - 4.3.2 demonstrate to the Commissioner's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.4 The IIP shall (and shall procure that the Guarantor shall):
 - 4.4.1 at the request of the Commissioner meet with the Commissioner as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Commissioner may permit and notify to the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and
 - 4.4.2 where the Commissioner reasonably believes (taking into account the discussions and any representations made under paragraph 4.4.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement;
 - 4.4.3 submit to the Commissioner for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Commissioner may permit and notify to the IIP in writing); and
 - 4.4.4 provide such financial information relating to the IIP or the Guarantor as the Commissioner may reasonably require, subject always to such restrictions as may be imposed by any securities regulatory authority with jurisdiction over the Guarantor with respect to the disclosures of financial and operational information.
- 4.5 The Commissioner shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Commissioner does not approve the draft Financial Distress Service Continuity Plan it shall inform the IIP of its reasons and the IIP shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Commissioner within five (5) Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure under paragraph 4.6.

- 4.6 If the Commissioner considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.7 Following approval of the Financial Distress Service Continuity Plan by the Commissioner, the IIP shall:
- 4.7.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Agreement;
 - 4.7.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 4.7.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of paragraphs 4.5 and 4.6 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.7.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.8 Where the IIP reasonably believes that the relevant Financial Distress Event under paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Commissioner and the parties may agree that the IIP shall be relieved of its obligations under paragraph 4.7.

5. TERMINATION RIGHTS

- 5.1 The Commissioner shall be entitled to terminate this Agreement under Clause 21 if:
- 5.1.1 the IIP fails to notify the Commissioner of a Financial Distress Event in accordance with paragraph 3.4; and/or
 - 5.1.2 the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 4.4 – 4.6 and/or 7.2.2; and/or
 - 5.1.3 the IIP fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 4.7.3 and/or 7.2.4.

6. PRIMACY OF CREDIT RATINGS

- 6.1 Without prejudice to the IIP's obligations and the Commissioner's rights and remedies under paragraphs 4 or 7, if, following the occurrence of a Financial Distress Event pursuant to paragraphs 4.1.2 - 4.1.6 (or a Sub-Contractor Financial Distress Event pursuant to paragraphs 7.1.2 – 7.1.5), the Rating Agency review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 6.1.1 the IIP shall be relieved automatically of its obligations under paragraphs 4.4 - 4.7 and/or 7.2; and
 - 6.1.2 the Commissioner shall not be entitled to require the IIP to provide financial information in accordance with paragraphs 4.4.4 or 7.2.5.

7. SUB-CONTRACTOR FINANCIAL DISTRESS

7.1 In the event of:

- 7.1.1 a Sub-Contractor's credit ratings dropping one or more levels below the Sub-Contractor Credit Rating Threshold;
- 7.1.2 a Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- 7.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of a Sub-Contractor;
- 7.1.4 a Sub-Contractor committing a material breach of covenants to its lenders; or
- 7.1.5 or any of the following:
 - (a) commencement of any litigation against the Sub-Contractor with respect to financial indebtedness or obligation under a service contract; or
 - (b) non payment by the Sub-Contractor of any financial indebtedness; or
 - (c) any financial indebtedness of the Sub- Contractor becoming due as a result of an event of default; or
 - (d) the cancellation or suspension of any financial indebtedness in respect of the Sub-Contractor,

which the Commissioner reasonably believes could impact on the continued performance and delivery of the Services in accordance with this Agreement; then, immediately upon notification of the Sub-Contractor Financial Distress Event (or if the Commissioner becomes aware of the Sub-Contractor Financial Distress Event without notification and brings the event to the attention of the IIP), the IIP shall have the obligations and the Commissioner shall have the rights and remedies as set out in paragraph 7.2.

7.2 The IIP shall (and shall procure that the relevant Sub-Contractor shall):

- 7.2.1 at the request of the Commissioner, meet with the Commissioner as soon as reasonably practicable (and in any event, within three (3) Working Days of the initial notification (or awareness) of the Sub-Contractor Financial Distress Event or such other period as the Authority may permit and notify to the IIP in writing) to review the effect of the Sub-Contractor Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement;
- 7.2.2 where the Commissioner reasonably believes (taking into account the discussions and any IIP and Sub-Contractor representations made under paragraph 7.2.1) that the Sub-Contractor Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement, submit to the Commissioner for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Sub-Contractor Financial Distress Event or such other period as the Authority may permit and notify to the IIP in writing), which shall be reviewed and approved in accordance with the provisions of paragraphs 4.5 and 4.6;
- 7.2.3 review and update with the Financial Distress Service Continuity Plan in accordance with paragraphs 4.7.1 and 4.7.2;
- 7.2.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan); and

7.2.5 provide such financial information relating to the Sub-Contractor as the Commissioner may reasonably require.

7.3 Where the IIP reasonably believes that the relevant Sub-Contractor Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Commissioner and the parties may agree that the IIP shall be relieved of its obligations under paragraphs 7.2.3 and 7.2.4.

APPENDIX 1

CREDIT RATING THRESHOLDS

- Level 1 Credit Rating Threshold (based on the non-limited Delphi score)
 - o Very Low Risk – 81 - 100
- Level 2 Credit Rating Threshold (based on the non-limited Delphi score)
 - o Below Average Risk – 51-80
- Level 3 Credit Rating Threshold (based on the non-limited Delphi score)
 - o Above Average Risk – 26-50
- Level 4 Credit Rating Threshold (based on the non-limited Delphi score)
 - o High Risk – 16-25
- Level 5 Credit Rating Threshold (based on the non-limited Delphi score)
 - o Maximum Risk – 0-16

Guarantor Credit Rating Thresholds

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ICT Work Order

WORK ORDER IN RELATION TO AGREEMENT ENTERED INTO
 BETWEEN THE POLICE AND CRIME COMMISSIONER
 FOR WEST MIDLANDS AND ACCENTURE (UK) LIMITED DATED 21 JULY 2014

Summary of Work Order	Details
Work Order Number	001
Title of Work Order	ICT Augmentation
Work Order Effective Date	4 August 2014
Price of Work Order	£ 916,002 excluding VAT
Basis of calculation of Work Order	Volume Discount

1. WORK ORDER

- 1.1 This Work Order forms part of and is placed in accordance with the agreement between the Police and Crime Commissioner for West Midlands and Accenture (UK) Limited dated 21 JULY 2014 (the "Agreement")
- 1.2 Unless stated to the contrary in this Work Order terms capitalised in this Work Order have the meanings given to them in the Agreement (as amended). The following words shall have the following meanings (unless the context otherwise requires):-

"BAU"	means business as usual
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- 1.3 If there is any conflict or inconsistency between the terms of this Work Order and the Agreement, the order of precedence set out in Clause 1.5 of the Agreement shall apply.
- 1.4 This Work Order applies in respect of Component Project ICT Augmentation.

2. INTRODUCTION AND BACKGROUND

- 2.1 This Work Order details the roles that will be supplied by the IIP to augment the current ICT organisation of WMP to provide specific capacity or capability as described in the Statement of Work section at Clause 5 below.
- 2.2 This Work Order shall take effect on the Work Order Effective Date (as set out in the summary of Work Order above) and shall continue in full force and effect until the earlier of:-

2.2.1 12 months from the Work Order Effective Date (details of specific Service terms in Clause 8.1); or

2.2.2 expiry of the Agreement.

2.3 If the Commissioner terminates the Agreement it shall have the right, but not be obliged, to terminate the provisions of this Work Order.

3. REQUIREMENTS

3.1 WMP have a number of areas requiring supplementary skills in the ICT department. These are to build specific capability and to increase capacity to ensure the commencement of initial IIP Component Projects, including the design of the Target Operating Model, are not constrained by the capacity or capability of the existing ICT department.

3.2 Equally, it is important that where existing ICT staff are utilised in IIP activities, this does not negatively impact BAU delivery. This Work Order outlines the proposed roles which the IIP will provide and the augmented resources to back fill these roles in the ICT department.

3.3 Augmentation is defined as the provision of additional resources to fill gaps in existing capabilities or capacity within ICT in order to ensure the commencement of initial work undertaken as part of the IIP Programme is not unduly constrained.

4. PROGRAMME OF WORK

4.1 The roles that the IIP has included within this Work Order are specifically linked to the capability and capacity that the ICT department require, in order to be able to maintain BAU alongside supporting the early Component Projects within the Programme of Work.

5. STATEMENT OF WORK (SERVICES)

5.1 The IIP will provide a set of resources who will fulfil the following roles:

Role Title	No	Outcomes expected from the role
Security Expert	1	This role will be bring technical security expertise to work with the ITSO and current ICT department !
Business Liaison & Requirements Management	1	This role will bring the capabilities in requirements analysis, capture and management, together with tools, templates and processes which will uplift the capability of the current ICT department to support the Component Projects which are commissioned early.
Requirements Analysis Support	1	Based on the number of Component Projects that we expect to be commissioned within the first few months we have estimated that a further business requirement analysis and support role will be required in order to be able to generate the business requirements for the Component Projects.

Role Title	No	Outcomes expected from the role
Functional Support	1	This role is provided in order to bring additional capacity and capability to the ICT department to backfill the time that is required from the ICT Department in participating in the TOM design work, and so prevent the TOM from impacting on any BAU activities.

5.2 The resources provided to fill the roles referred to in 5.1 above will be provided on a temporary basis. The roles will be transitioned back to members of the WMP ICT department as part of the Services being provided under this Work Order.

6. DELIVERABLES

6.1 The table below shows the justification for the role, the key responsibilities and the Deliverables to be produced by the IIP as part of the Services.

Role	Justification for role	Responsibilities	Main Deliverables
Security Expert	<p>There is a pressing need for security expertise in order to support the accreditation of the current ICT services.</p> <p>This role will work alongside the current ICT teams, and the ITSO and IA officer to understand the current risks and propose technical mitigations which can be implemented, and then support the implementation of these changes.</p>	<p>Working at the direction of the ITSO and the Information Assurance Officer to undertake Security Accreditation activities including - identifying the current IA risks through the RMADS process, and working with the teams to understand how mitigations should be implemented, developing the solutions and implementation plans and factoring the solutions back into the risk assessments</p>	<p>Risk Assessments and Mitigation Solution Impacts for implementation</p>
Business Liaison & Requirements Management	<p>Requirements analysis, capture and management lead who will support the requirements capture processes required to be able to support the IIP in delivering the early Component Projects. They will act as a senior point of liaison with the business. This is an area which is currently rated RED within the existing ICT capability assessment, and therefore there is no immediate internal candidate to support these requirements. This role will work closely with the WMP ICT Department leadership.</p>	<p>Reporting to Andy Proctor as the head of ICT, this role will be responsible for establishing, and then leading the function which will act as the interface from the business into ICT. They will be primarily responsible for analysing and capturing the business requirements (functional and non-functional) which will define the needs of the business. They will establish the processes and products and tools to be used, and manage the team of Requirements Analysis Support resources working on the Component Projects.</p>	<p>Documented process for Requirements Gathering, including guidelines, checklists, deliverable templates and tools. Detailed plans for engaging with the early Component Projects, and identifying when Requirements Analysis and Support roles will be required.</p>
Requirements Analysis Support	<p>This role will execute the work of requirements analysis and capture to fulfil the responsibilities of WMP for early Component Projects. The current ICT assessment indicates that the WMP don't have readily available people skilled in this area, and so require this to be brought in.</p>	<p>Reporting to the Business Liaison and Requirements Manager this role will work with the business and project teams to analyse and document the business requirements. They will be responsible for working across multiple projects.</p>	<p>Business Requirements (High Level and Detailed functional and non-functional requirements). Outline Requirements Traceability Matrix to be used by Component Projects to track delivery against requirements.</p>

Role	Justification for role	Responsibilities	Main Deliverables
Functional Support	This role is provided in order to backfill the role of functional support which is a dependency of the TOM work.	As directed by Andy Proctor to augment the functional support capabilities	As defined by Andy Proctor from time to time

7. MILESTONES

7.1 There are no milestones associated with this Work Order.

8. PRICE

8.1 The table below details each of the roles and the Charges. These have been calculated in accordance with the Time and Materials Price as set out in paragraph 12.4 of Schedule 6 of the Agreement.:

Role	Duration	Grade	Total Days	Rate	Total Price
Security Expert	12 m	Ensure/ Advise	216		
Business Liaison & Requirements Management	12 m	Ensure/ Advise	216		
Requirements Analysis Support	11m	Enable	198		
Functional Support	6 m	Apply	108		
Subtotal					
Expenses					
TOTAL					

8.2 The total annual days for each role assume an effective 216 days, which accounts for leave, sickness and other activities such as training.

8.3 The Charges set out in this Work Order shall remain fixed until 12 months from the Work Order Effective Date.

8.4 Expenses are not included in the rates, but an indicative estimate for the expenses which will be passed on is included in the table. These will be charged based on actual costs subject to a cap of a daily rate of £120 per person per day.

8.5 The Commissioner shall be entitled on providing one (1) month's notice to the IIP to terminate any one or more of the roles set out within this Work Order without liability and the Charges will be amended accordingly.

9. SERVICE LEVELS

9.1 There are no Service Levels or Service Credits associated with this Work Order.

10. COMMISSIONER DEPENDENCIES

10.1 There are no specific Dependencies which are required to be met for this Work Order. The roles specified here will be working at the direction of WMP.

11. KEY PERSONNEL

11.1 There shall be no Key Personnel for the purposes of this Work Order.

12. SPECIFIC WARRANTIES/INSURANCES

12.1 There are no specific warranties or insurance requirements which relate to Services under this Work Order.

13. SPECIFIC POLICIES AND STANDARDS

13.1 There are no specific policies and standards associated with this Work Order.

14. EQUALITIES AND HUMAN RIGHTS

14.1 N/A

15. OWNERSHIP OF ASSETS

15.1 Any assets and Deliverables created as a result of the activities of these roles will be owned by WMP.

16. APPROVED SUB-CONTRACTORS

16.1 The following are approved Sub-Contractors for the provision of Services under this Work Order:-

Sub-Contractor Name	Sub-Contractor Company Number	Value of Sub-Contract (per year £GBP)	Element of services to be Sub-Contracted
HP Enterprise Services UK Limited	53419	£304,344	The Security Expert role will be sourced from HP

17. SPECIFIC EXIT ARRANGEMENTS

17.1 There are no specific exit arrangements in respect of this Work Order.

18. SPECIFIC CLAUSES

18.1 All Clauses of the Agreement shall apply to this Work Order save as set out below:-

18.1.1 Clauses 4, 5 and 6 shall not apply to this Work Order.

18.2 For the purposes of the Component Project of this Work Order:-

18.2.1 the SRO is Andy Proctor

18.2.2 the Tier 1 Escalation Representative is Andy Proctor

The parties agree and accept the terms of this Work Order which shall be deemed incorporated into the Agreement from the Work Order Effective Date as set out above.

SIGNED for and on behalf of THE POLICE AND CRIME COMMISSIONER FOR

WEST MIDLANDS

Signature.....

Name: YVONNE MOSQUITO

Position: ACTING PCC

Date: 21/7/14

SIGNED for and on behalf of ACCENTURE (UK) LIMITED

Signature: 

Name: DAVID WEST

Position: MANAGING DIRECTOR

Date: 21/07/2014