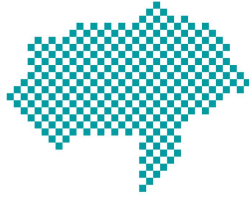


**Police and Crime  
Commissioner  
North Yorkshire**



**Contract for  
Strategic Communications Planning and  
Consultancy**

Between

**North Yorkshire Police and Crime  
Commissioner  
&  
Finn Communications Strategy LLP**

**Form of Agreement**

**THIS AGREEMENT** is made on 20<sup>th</sup> June 2013 between **NORTH YORKSHIRE POLICE and Crime Commissioner** ("The Commissioner") of PO Box 106, Ripon, HG4 5WA and **Finn Communications Strategy LLP** ("The Contractor") of 14 Foundry Street, Leeds, LS11 5QP.

**BACKGROUND**

The Commissioner wishes to arrange for the provision of a **Strategic Communications Planning and Consultancy** service

The Commissioner has accepted a Quotation by the Contractor for the Service.

**IT IS AGREED:**

1. In this Agreement words and expressions shall have the meanings assigned to them in the Conditions of Contract referred to in Clause 1.
2. The following documents ("the Contract Documents") shall be deemed to form and be construed as part of this Agreement:
  - The Form of Agreement
  - The Invitation to Quote including the Specification, the Contract Conditions and the North Yorkshire Timings Plan
  - The Contractor's Response and Pricing Schedule
3. In consideration of the payments to be made by the Commissioner to the Contractor as provided in the Contract Documents the Contractor agrees with the Commissioner to undertake to the entire satisfaction of the Commissioner the provision of the Service in accordance with this Agreement.
4. The Commissioner agrees with the Contractor to pay the Contractor in consideration of the provision of the Service such sums as are provided at the times and in the manner provided for by the Contract Documents.

**Signed** .....  
 (Authorised) (Position)

.....  
 (Print Name) (Date of Signature)

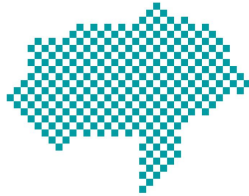
**on behalf of Finn Communications Strategy LLP**

**Signed** .....  
 (Authorised) (Position)

.....  
 (Print Name) (Date of Signature)

**on behalf of North Yorkshire Police and Crime Commissioner**

**Police and Crime  
Commissioner  
North Yorkshire**



**Invitation to Quote**

**For**

**Strategic Communications Planning and Consultancy**

**Instructions to Bidders**

**Closing Date: 12 noon 3<sup>rd</sup> June 2013**

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Instructions to Bidders

NOT COMPLYING WITH THESE INSTRUCTIONS MAY INVALIDATE YOUR SUBMISSION.

**1. Contract Summary**

1.1. You are invited to submit a Quotation to supply the following:

**Strategic Communications Planning and Consultancy**

1.2. Please read all of this document before completing your return. The information disclosed will be used for evaluation purposes. Please answer all questions on the attached Commercial Data Questionnaire (CDQ, Appendix 1) and on the Response Schedules document (Appendix 2). This Invitation to Quote (ITQ) must be fully completed even if you have previously submitted information. It is insufficient to cross refer to previous responses. Offers are to be received in accordance with the Specification and Terms and Conditions contained herein, and all other documents forming the Contract. The contract duration is envisaged as 3 months from the commencement date.

**2. Instructions to Bidders**

- 2.1. These instructions are designed to ensure that all quotations are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 2.2. The quotation must be calculated with careful reference to the contents of the Contract.
- 2.3. Cross referencing to other documents should be kept to a minimum as we have provided a structured response schedule. However, if references are absolutely necessary within your response schedule they must be referenced by page, section and paragraph. Supplementary information is not permitted. If references are made without specifying the page, section and paragraph in which the relevant information can be found, the Commissioner may choose not to include it in the evaluation of your proposal.
- 2.4. HTML links are not permitted as part of your submission within the Response Schedule. They will not be included in the evaluation of your proposal.
- 2.5. Proposals are considered by a team of evaluators against pre-determined evaluation criteria. The easier it is for the document to be read, the better. Follow each statement with an explanation of how the requirement is met. Remember, it is not enough to simply state that the requirement can be met.
- 2.6. A statement that a particular requirement detailed in the specification will be met is not in itself sufficient. Such responses, or responses that are ambiguous, may be taken as failing to meet the requirement. Detailed

## PROTECT COMMERCIAL

information regarding how, when and to what extent a requirement can be met must be provided where appropriate.

- 2.7. Please ensure that all prices are entered into the Response Schedule (Appendix 2) and that no reference to cost is made in any other part of the response. Quoted rates must be fully inclusive prices in pounds and pence (but excluding VAT).
- 2.8. All prices quoted must include all costs, charges and overheads and incidental expenses such as travel, attendance at meetings etc. for all obligations under the contract.
- 2.9. You should complete the quotation prices only after you have read and fully understood all of the contract documents. Once a contract has been awarded no allowance whatsoever can be made for any errors, omissions or misjudgements in quoting.
- 2.10. Companies invited to quote must also submit with their quotation:-
  - 2.10.1. a certificate signed by their insurance company or agent to the effect that the bidder carries the insurance required under the contract conditions.
  - 2.10.2. if the submission is by an agent, details of its principal.
- 2.11. Appendix 1 and 2 must be completed to provide your response to this requirement.
- 2.12. A word restriction is detailed against each qualitative element of the quotation response. Bidders are required to adhere to these figures and cannot utilise appendices etc. to supplement their responses.

### **3. Terms and Conditions**

- 3.1. The standard North Yorkshire Police Terms and Conditions for Consultancy will form the basis of the contract
- 3.2. Accordingly, Bidders must accept that the Contract will be let on this basis, and not on the basis of the successful Contractor's own terms.
- 3.3. North Yorkshire Police, however, may be prepared to review amendments to the terms, provided that amendments are:
  - 3.3.1. Fully drafted and explained
  - 3.3.2. Specific to this Contract (and not simply extracts from another form which have not been tailored)
  - 3.3.3. Reasonable and justified
- 3.4. In any event, Bidders should be aware that any amendments to the NYP terms would be evaluated as part of the evaluation process.
- 3.5. The Bidder shall provide a detailed response to the terms and Conditions to which the Bidder would not be prepared to contract.

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- 3.6. The Bidder shall offer a substitute proposal clause to each, as applicable.
- 3.7. The Commissioner cannot accept substitute terms and conditions that differ to the extent that a fair comparison with other Bidders cannot be achieved, and quotations may be rejected.

#### **4. Canvassing etc.**

- 4.1. Any bidder who canvasses any member or officer of the Commissioner, whether directly or indirectly, relating to the award of these contracts will be disqualified.
- 4.2. If the bidder:-
  - 4.2.1. fixes or adjusts the amount of his quotation by arrangement with any other person; or
  - 4.2.2. communicates to any person other than the Commissioner the amount of the quotation (unless the disclosure is made for insurance purposes, for example); or
  - 4.2.3. enters into any arrangement with any other organisation or individual to the effect that they will refrain from quoting or as to the amount of any other quotation to be submitted; or
  - 4.2.4. offers or pays any sum of money to induce such a person to accept the quote;

then the bidder shall be disqualified from quoting and may be subject to civil and criminal liability.

#### **5. Guarantees**

- 5.1. If a bidder is a subsidiary company within the meaning of the Companies Act 1985 it may be required to provide a guarantee in a form to be specified by the Commissioner.

#### **6. Confidentiality and Standards**

- 6.1. Bidders invited to quote will appreciate the need for the Commissioner to be satisfied that the Contractor is employing appropriate staff to provide the service.
- 6.2. All Bidders are required to sign and return the Confidentiality and Non Disclosure Agreement found at Appendix 3

**7. Freedom of Information Act 2000**

7.1. Under the above Act, the Commissioner has an obligation to provide information when requested. Whilst the Commissioner will meet any requirements of the Act, it will be useful if you can identify areas of your quotation submission which you would consider to be covered by the exemptions stated within the Act, i.e. not subject to disclosure. Please provide details of those sections (if any) of your quote which you believe to be exempt and the reasons.

**8. Bidder Selection Criteria**

8.1. The Commissioner may disqualify any potential bidder who fails to:

- 8.1.1. Comply with the requirements of Regulation 23 and/or fails to certify on the Statement of Good Standing that it has fulfilled these requirements
- 8.1.2. Provide a satisfactory response to any questions in the CDQ or inadequately or incorrectly completes any question
- 8.1.3. Submit its completed response before the deadline

8.2. The potential bidders who are not disqualified in accordance with the above grounds shall be evaluated on the selection criteria which take into account the economic and financial standing and the technical or professional ability of the potential bidder and are in accordance with [Regulations 23-26 of the Public Contracts Regulations 2006](#) (as amended from time to time).

<b>Selection Criteria</b>	<b>Evaluation weighting</b>
Commercial Data Questionnaire (CDQ)	Pass/Fail

**9. Contract Award Criteria**

- 9.1. Bidders must complete the Response and Pricing Schedule (Appendix 2)
- 9.2. The Contract Award decision will be based upon evaluation of the Most Economically Advantageous submission(s), taking into account the following:
  - 9.2.1. evaluation results
  - 9.2.2. reference checks
  - 9.2.3. all clarifications including meetings (if required)



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- 9.3. Your response to our requirement will be evaluated under the following headings.

<b>Section from Response and Pricing Schedule</b>	<b>Evaluation weighting</b>
Question 1 – Project Approach and Methodology	50%
Question 2 – Skills and Capabilities of the Project Team	30%
Question 3 – Experience of Delivering Project Outcomes	20%
Price	Fixed see Section 10

- 9.4. The Commissioner does not bind itself to accepting any quotation but every effort will be made to reach a decision on award of contract by the end of June 2013.
- 9.5. A preliminary ranking will be produced from the initial evaluation. Bidders may be required to attend meetings to clarify elements of their quotation as part of the evaluation process. Dates for these meetings will be confirmed. Such meetings will only be at the instigation of the Commissioner.
- 9.6. A final ranking will be produced by merging the scores from the written responses and the clarifications.

### **10. Price**

- 10.1. The budget allocated to the delivery of this project is **£35,000 inclusive**.
- 10.2. Bidders are required to provide a breakdown of their costs against this budget for each of the milestones identified within the Work Packages in the Pricing Schedule at Appendix 2.
- 10.3. Bidders are also asked to provide Daily Rates for any further work that may be required under the scope of this contract.
- 10.4. Bidders must complete the Response and Pricing Schedule (Appendix 2) to provide all of the obligations under the Contract. All prices shall be stated in pounds sterling and exclusive of VAT.
- 10.5. All expenses (accommodation, travel etc.) should be included in the fixed fee for each work package and in the quoted day rates.

### **11. Period for which Quotations shall Remain Valid**

- 11.1. Unless otherwise stated by the bidder, quotations shall remain valid for a minimum of 90 days from the closing date for receipt of quotations.

## 12. How and Where To Return the Quotation

### 12.1. Electronic Quotes

The preferred method of submitting responses is via email to [REDACTED] before **1200 noon, 3<sup>rd</sup> June 2013**. Any person may submit the proposal, however, authorisation must be received by the relevant party for example where the bidder is a partnership the submission should be approved by an authorised partner; where the bidder is a company the submission should be approved by a Director or Company Secretary.

### 12.2. Non-Electronic Quotations

The submission of hard copy quotes is discouraged, although can be accommodated if necessary. If this method of submission is required bidders must contact [REDACTED] to request a return address.

If submitting a hard copy quote bidders must complete and sign the Form of Quotation; where the bidder is an individual the quote must be signed by that individual, where the quote is from a partnership the quote must be signed by two authorised partners and where the quote is from a company two Directors or a Director and the Secretary should sign. All signatories must be authorised to sign on the quotation.

**A plain envelope must be used for your quotation and no name or mark should identify the sender. If quotations are delivered by hand a receipt should be obtained. Care should be taken when using recorded delivery or any means of courier service to ensure that the sender is not identified. Your company franking machine should not be used to despatch quotation documentation. It is imperative that there should be no identification on the outside of any quotation package to show who has submitted the documentation, and the responsibility for ensuring that this is achieved rests with the bidder.**

## 13. Enquiries

13.1. The Commissioner will provide whatever information and assistance reasonably expected to enable bidders to ascertain the extent of the work required.

13.2. Any enquiries relating to these instructions or this process should be emailed to [REDACTED] before 29<sup>th</sup> May 2013.

13.3. The main point of contact for this quotation opportunity is:

[REDACTED]

Form of Quotation

**STRATEGIC COMMUNICATIONS PLANNING AND CONSULTANCY**

**Please sign and complete as appropriate and submit along with your quotation. Signed and scanned copies of this form of quotation are acceptable.**

14. If our quotation is accepted we agree to enter into a written Contract in the form of the Agreement in the Contract Documentation and, if required, further agree to provide a Guarantee (as referred to in the Instructions to Quote). Until such Agreement is completed, however, this quotation, together with your written acceptance will form a binding agreement between us.

15. We certify that this is a bona fide quotation and that we have not fixed or adjusted the amount of the quote by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we agree not to do at any time before the quotation closing date any of the following: -

- 1. communicate to a person the amount or approximate amount of the proposed quote except where the disclosure in confidence of the approximate amount of the quote was necessary to obtain insurance premium quotations required in connection with the preparation of the quote,
- 2. enter into any arrangement or agreement with any other person that he should refrain from quoting or as to the amount of any quote to be submitted,
- 3. offer to pay any sum of money or gift to any person for doing any of the acts above.

We quote to provide the Service in accordance with all the schedules in the submission attached.

The name and address of our principal is \*

.....

Signed: .....	.....
(Name of authorised signatory 1)	(Please print name in full)

.....	.....
(Name of authorised signatory 2)	(Please print name in full)

on behalf of:  
.....

(Name and address of Company in full)

\* Only complete if Company is an agent

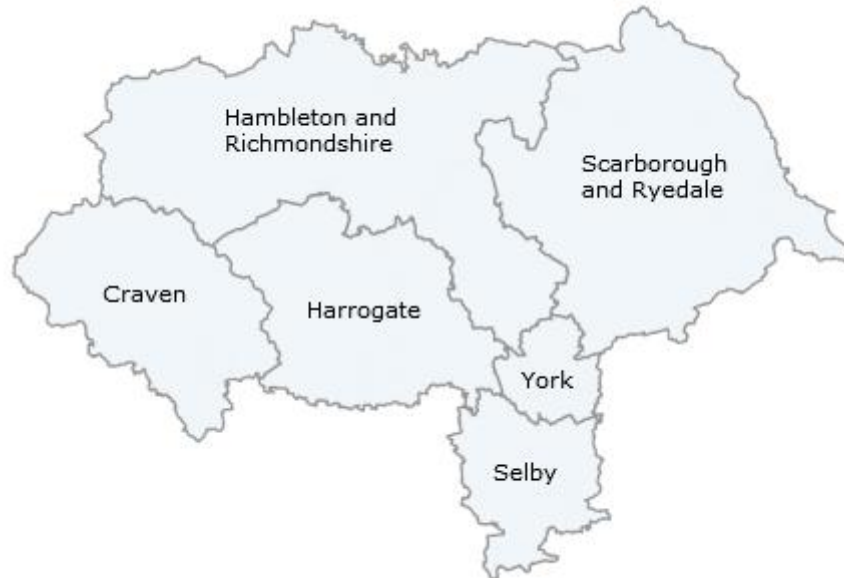
## Section Two: Quotation Background Information

### 1. Background

1.1. North Yorkshire Police (NYP) is responsible for policing England's largest county covering approximately 8000 km<sup>2</sup> and the Unitary Authority of York. The county spans from the East coast and close to the West coast. Although much of this area is rural in nature and includes two major national parks - the North Yorkshire Moors and the Yorkshire Dales; the city of York and the major towns of Scarborough, Harrogate, Northallerton and Whitby are within its boundaries. NYP is spread across more than 46 sites and a number of satellite offices.

1.2. For operational and administrative purposes NYP is split into 6 Safer Neighbourhood Commands each of which contain the various District Authorities:

- Harrogate Command contains - Harrogate Borough Council,
- Craven Command contains - Craven District
- Hambleton and Richmondshire Command contains - Hambleton District Council and Richmondshire Borough Council
- Scarborough and Ryedale Command contains - Scarborough District Council and Ryedale District Council
- York Command contains - The City of York (unitary authority)
- Selby Command contains - Selby District Council



1.3. On 22<sup>nd</sup> November 2012, 41 new Police and Crime Commissioners took up their posts throughout England and Wales. Each Commissioner is responsible for overseeing the performance of the police force in their local area on behalf of the public and for working with the wider community of agencies and organisations to develop and implement strategies to reduce crime. Responsible for the 'totality' of policing in their local areas, Commissioners also hold their force's budget. A core function is to involve and inform their local communities on the development of their strategic

Police and Crime Plan and to report back to the public on its delivery and performance.

You can find out more on the following websites:

<http://www.homeoffice.gov.uk/police/police-crime-commissioners/>  
<http://www.apccs.police.uk/page/Role%20of%20the%20PCC>  
<http://www.northyorkshire.police.uk/nypcc/index.aspx?articleid=9554>

## 2. Why is this project being commissioned?

2.1. In North Yorkshire, the successful candidate was Julia Mulligan. Having been in post for just over 100 days, the Commissioner and North Yorkshire Police (NYP) together wish to appoint a consultant to deliver strategic communications planning and support including a fundamental review of the communications team and functions of North Yorkshire Police and the Office of Police and Crime Commissioner (OPCC).

2.2. This is a crucial aspect of the ambitious programme of change being planned by the Commissioner and the Chief Constable of North Yorkshire Police. It will comprise developing an effective, strategic, proactive internal and external communications team closely aligned with operational policing needs, human resources and the requirement for the Commissioner to involve the public in important decisions. The drivers for this project are:

- Future significant organisational change to meet financial challenges – we must achieve this whilst maintaining the full confidence of the public, officers and staff, plus we need to ensure that people do not undermine public confidence by ‘blaming’ cuts when service delivery is not quite as good as we would like it to be
- Helping deliver the Commissioner’s police and crime plan, which has a significant ‘perception’ element – the need to ensure that as well as being safe, the people of North Yorkshire *feel* safe
- To minimise risk – there are fears that the force may become a ‘tool’ for promoting the political aspirations of the Commissioner and to ensure that operational and sensitive communications are handled appropriately and as effectively as possible (accepting that the Commissioner is a ‘go to’ person for the media and is expected by the media to comment on operational issues to a certain extent)
- To improve capabilities and skills; ensure understanding of the changed environment and understanding of the implications of the Commissioner; ensure that the political dimension is understood within the communications team and the different perspectives of the Commissioner and Force are taken into consideration. Additionally, some training is required to refresh skills and enhance effectiveness and support the development of individuals.
- A requirement to define a clear set of key messages and develop a strategy with corresponding ways of working to communicate these messages, based on the values of the force and the core drivers of the Police and Crime Plan ‘Be safe; feel safe’

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- Enshrining a way of working that ensures timely, accurate, appropriate information sharing in which all parties have confidence
- The need to support organisational change by enhancing internal communications strategy and infrastructure that will help the leaders of the force and the Commissioner inform and engage officers and staff
- Significant interest is being shown in the force and the Commissioner by key stakeholders including MPs and councillors, staff associations and unions, partners and other agencies, most of whom we wish to influence or engage
- The need to transform the current function from a capable, tactical deliverer of operational requirements into a proactive and strategic communication team with the right mix of skills for current and future requirements
- Defining the communication needs of the Chief Constable and the Commissioner and how they can be delivered most cost-effectively whilst ensuring the appropriate safeguards are in place to enable each to fulfil their individual roles
- Much of operational policing is delivered in partnership with other organisations such as Fire & Rescue, local authorities, health and so on. The Police and Crime Plan very much reflects this and in the future we need to ensure that we work seamlessly with our partners. There are likely to be opportunities that we are not maximising at the moment and we would like to explore with partners how this can be better planned and managed
- The reputation of North Yorkshire Police has been affected by previous high profile cases, these have overshadowed much of the good work and performance being achieved and there is a need to develop a strategy that will redress this over time
- The poor explanation of the role of Police and Crime Commissioners on the part of the Government when they were introduced last year and the consequential lack of public understanding concerning their role in local communities; in short, people don't understand why they are needed, how they will improve things for them and what they actually do

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**Section Three: Specification**

**1. Project Outcomes**

**1.1. What do we want to achieve?**

- 1.1.1. A confident, motivated re-shaped communications function that is able to proactively develop and manage the reputation of North Yorkshire Police, deliver multi-channel, integrated planned campaigns and also effective tactical work as operational demand dictates
- 1.1.2. A lean and effective public and stakeholder 'engagement' team in the OPCC
- 1.1.3. The right resources in the right place – across the force and the 'public engagement' office of the Commissioner
- 1.1.4. Confidence in our ways of working and capabilities
- 1.1.5. An new departmental structure to reflect the world in which the force and the Commissioner is now operating, ie. that shares resources more effectively and may (but not necessarily) comprise one lead under which a range of functions such as internal communications, external communications, digital services, print and design services and OPCC engagement team may sit.

Over time:

- 1.1.6. Increased confidence in North Yorkshire Police and a strong positive reputation
- 1.1.7. Understanding and strong name awareness of the Police and Crime Commissioner for North Yorkshire and her role locally and nationally – that she is *making a difference* for local people
- 1.1.8. An increase in staff and officer morale during and after the change programme
- 1.1.9. Enhanced partnership working

**2. Project Deliverables**

**2.1.** The requirement is split into 2 Work Packages comprising a total of 3 Milestones. Bidders must note that they will only be asked to work on a subsequent Milestone following the satisfactory completion of the previous Milestone. The award of subsequent Milestones will be subject to:

- Review by the Commissioner and the Chief Constable regarding Contractor performance on the work allocated
- The award of each subsequent Milestone will be at the absolute discretion of the Commissioner

**2.1.1. Work Package 1**

- A project initiation meeting to include the successful bidder's team, the Commissioner, the Chief Constable and the Chief Executive
- **Milestone 1 – Audit.** We are seeking as comprehensive an audit as budget will allow. We will provide an element of administrative and project support to facilitate the project. Depending upon your approach we would expect you to consider the following activities:

- Analysis of the current communication functions including: internal, external, design, print and all digital communications. This should cover how communications in the round are briefed, developed, implemented and evaluated as well as a 'visual audit' of current branding (support will be provided to gather materials and examples). Interviews with external partners including the media may also be considered.
- Benchmarking - peer and partner review of other forces / organisations to demonstrate strengths and weaknesses in the police sector and other public sector organisations
- Assessment of skills, capabilities, policies and processes taking into account the new organisational structure, decision-making process and corporate governance regime
- Brand review - determining current understanding of the brand and reputation of the force and PCC internally and externally (there are a number of existing studies that measure reputation and confidence)
- Other desk research and stakeholder interviews as the consultant feels appropriate
- Audiences / market - review of key stakeholders and audiences

**Outputs from the above:**

**Recommendations and presentation of findings**

- **Milestone 2 – Strategy:** Based on the recommendations from Stage 1 to develop an overall strategy that includes:
  - Audience segmentation model
  - Brand strategy (encompassing vision and values)
  - Key messages and supporting evidence
  - Communications strategy to support the delivery of the Police and Crime Plan
  - Model for the communications department/function

**Outputs from the above:**

**Brand model**

**Communications strategy and plan**

**Recommendations on the structure of the communications function and how it should serve it's clients respecting their individual roles and responsibilities**

**2.1.2. Work Package 2**

- **Milestone 3 – Implementation.** We recognise that it is difficult to determine what the implementation requirements may be at this stage as they will largely be determined by the findings of Work package 1. However, we anticipate that as a minimum we will need:
  - A training brief which addresses the shortcomings of the current service delivery
  - A job description for a new 'Head of Communications' to lead the refreshed department covering both the Chief Constable and Commissioner's requirements
  - A revised media protocol for partnership working between the Chief and Commissioner



**Outputs from the above:  
Training Brief  
Job description for a new 'Head of Communications'  
Media protocol for partnership working**

### **3. Budget**

- 3.1. The budget allocated to the delivery of this project is £35,000 inclusive.
- 3.2. Bidders are required to clearly show the costs associated with the delivery of each of the milestones in the Pricing Schedule at Appendix 2.

### **4. General Requirements**

- 4.1. The successful Contractor will:
  - 4.1.1. provide a named person who must perform the work for this contract. If at any time the Contractor is unable to provide the services of the named person, it shall propose a replacement person with similar qualifications and experience within 5 calendar days. The Commissioner shall be under no obligation to accept this proposal and shall be entitled to terminate the Contract upon giving 7 (seven) days written notice to the Contractor.
  - 4.1.2. Attend a project initiation meeting to be held between the successful Bidder, the Commissioner and the Chief Constable which must be attended by the Consultant's key personnel.
  - 4.1.3. Ensure that Best Value is being achieved by NYP in management of its supplier(s) and that they in turn are effectively managing their suppliers.
  - 4.1.4. Ensure that full audit trails, decision logs and action logs are maintained.
  - 4.1.5. Should have senior level experience in a communications and media based organisation.
  - 4.1.6. Ensure compliance with the organisations corporate governance and financial regulations.

**Please refer to Appendix 2 for your Quotation Response and Pricing Schedule**

**Section Four: Terms & Conditions**

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**Standard Conditions of Contract**

These Standard Contract Conditions shall be incorporated in any Contract (or order) made by the Commissioner for the purchase of services unless they are specifically excluded and shall apply to the extent that they are not inconsistent with any Special Condition of Contract. These Terms and Conditions may only be varied with the written agreement of the Commissioner. No terms or Conditions put forward at any time by the Contractor shall form any part of the Contract.

**1. Definitions**

In this Agreement, the following words shall have the following meanings:

<b>'Client'</b>	shall mean the North Yorkshire Police and Crime Commissioner and/or the North Yorkshire Police Chief Constable
<b>'Commencement Date'</b>	[insert commencement date]
<b>'Confidential Information'</b>	the meaning given in clause 7.1.
<b>'Consultant'</b>	shall mean [insert successful bidder details]
<b>'Consultant Materials'</b>	the meaning given in clause 5.4.
<b>'Day'</b>	A period of 24 hours, during which Services are provided of not less than 7.5 hours in duration.
<b>'Demand'</b>	the meaning given in clause 5.5.
<b>'Expenses'</b>	shall include, but not be limited to the following fees and expenses, charges and spending incurred by the Consultant: (a) travel claims for any journeys authorised in advance by the Client (b) all other types of fees, expenses, charges or spending authorised by the Client to be necessary for the Consultant to perform the Services.
<b>'Facilities'</b>	the meaning given in clause 4.2.
<b>'Fee'</b>	the meaning given in clause 9.1.1.
<b>'Parties'</b>	the Client and the Consultant, and 'Party' shall mean either one of them.
<b>'Project'</b>	the meaning given in Section Three; Quotation Background Information and Section Three: Specification.

<b>'Reports'</b>	the meaning given in clause 5.1.
<b>'Services'</b>	the meaning given in clause 3.1 and set out in Section Three: Specification.
<b>'Third Party Advisers'</b>	the providers of external legal, accounting, financial, and other professional services

## 2. Commencement

2.1. The Client appoints the Consultant to provide advice and consultancy services drawing on the Consultant's business and managerial experience and the Consultant accepts the appointment subject to the provisions of this Agreement.

## 3. Services

3.1. During the existence of this Agreement the Consultant shall provide assistance, advice, analysis and consultancy and other related services as agreed from time to time with Client ('the Services') in relation to:

- 3.1.1. the strategic planning of the matters set out in Section Three: Specification.
- 3.1.2. the day-to-day operations of the Client arising out of or pertaining to the activities set out in Section Three: Specification.
- 3.1.3. the development of such business planning documentation as is necessary from time to time
- 3.1.4. assisting with negotiations
- 3.1.5. the selecting, hiring and supervision of Third Party Advisers as necessary

3.2. Where the Client requires further Services from the Consultant the Parties shall discuss what further Services are required and the further Services shall be governed by the provisions of this Agreement.

3.3. The Consultant shall not, without the prior consent of the Client, accept any consultancy, employment, directorship or other position or engagement which would, or may in the reasonable opinion of the Client, compromise or create a conflict of interest with its obligations under this Agreement.

## 4. The Client's obligations

4.1. During the performance of the Services the Client will:

- 4.1.1. co-operate with the Consultant as the Consultant reasonably requires;

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- 4.1.2. provide the information and documentation that the Consultant reasonably requires and at the times, dates and places that the Consultant specifies;
  - 4.1.3. make available to the Consultant such Facilities as Consultant reasonably requires;
  - 4.1.4. ensure that the Client's employees, agents, representatives and Third Party Advisers co-operate and assist the Consultant.
- 4.2. 'Facilities' mean working space, computer equipment (subject to such prior compliance by the Consultant with the Client's information security procedures) access to the internet and the Client's computer network, telecommunications system etc, and shall include not only access to such resources but also use of them to the extent that the Consultant needs to do so in order to perform the Consultancy Services.
- 4.3. The Client will not charge for the Consultant's use of the Facilities made available by the Client.
- 4.4. If the Client does not provide the Facilities that the Consultant reasonably requires (and within the time period) to perform the Consultancy Service, then any additional costs and expenses which are reasonably incurred by the Consultant will be paid by the Client.

## **5. Reports and materials**

- 5.1. In connection with the provision of the Services the Consultant may generate, write or produce reports, advice, analyses, methodologies and other similar materials ('Reports').
- 5.2. The Client shall only use the Reports for the Client's own internal use and will not disclose, supply or copy the Reports to any third party (except as may be required by law or with the prior written consent of the Consultant).
- 5.3. All intellectual property rights in all works or supplies provided under this Contract which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Client and the Consultant shall ensure that it executes all documents necessary to effect such ownership. Where the Consultant provides existing intellectual property right protected material to the Client under this Agreement it shall disclose this to Client, warrants it has the right to do so and shall fully indemnify and hold Client harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above both parties retain ownership of their pre-existing intellectual property rights protected material.
- 5.4. For the avoidance of doubt, the Client acknowledges and agrees that the Consultant:

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- 5.4.1. may invent, create or develop techniques, business models, statistical, financial and mathematical models, problem-solving methods and methodologies and other tools and methods ('Consultant Materials') which are the same or similar to those in any Report(s) or used in providing the Services; and
  - 5.4.2. may disclose or use the Consultant Materials as long as the Consultant Materials shall not contain or utilise or be based on any Confidential Information.
- 5.5. If the Client is required to disclose any Reports (or the information contained in any Reports) following a demand placed upon the Client by law ('Demand') then the Client shall not be in breach of its obligations under this clause 5 subject to the following provisions:
- 5.5.1. the Client notifying the Consultant of the Demand straightaway on receipt of the Demand (including providing any other relevant information concerning the Demand such as the circumstances relating to its issuance and any relevant documentation concerning it);
  - 5.5.2. the Client working with the Consultant on available steps or procedures to release only such of the Reports or the information contained in Report(s) as is absolutely necessary to comply with the Demand and/or reduce the extent of any Demand;
  - 5.5.3. where the release of any Reports (or information contained Reports) is required, the Client working with the Consultant to ensure that such of the Reports (or information contained in Reports) as are designated by the Consultant as confidential are treated in a confidential manner in so far as the law shall permit.

## 6. Term and termination

- 6.1. The Consultant shall start performing the Services on the Commencement Date.
- 6.2. This Agreement will continue for 3 months from the commencement date, or the Parties agree that it shall be terminated or it is terminated by either Party by giving the other Party 30 days' written notice.
- 6.3. Without prejudice to the other remedies or rights, either Party may terminate this Agreement, at any time, on written notice to the other Party ('Other Party'). The notice will take effect as specified in the notice:
  - 6.3.1. if the Other Party is in material breach of its obligations under this Agreement. If the breach is capable of remedy within 14 days, the breach is not remedied with the said 14 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
  - 6.3.2. if the Client considers that the Consultant has failed to comply with its reasonable requirements as regards the performance of the Services

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or that the Consultant has acted in a manner prejudicial to the efficient conduct of the Client's business

6.3.3. if the Consultant becomes insolvent or if an order is made or a resolution is passed for the winding up of the Consultant or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Consultant's assets or business, or if the Consultant makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, the Consultant to notify the Client of any such circumstances forthwith; or

6.3.4. if the Consultant:

6.3.4.1. has offered any gift or consideration of any kind as an inducement or disincentive for doing anything in respect of this Contract or any other Contract with the Commissioner, or

6.3.4.2. has committed any offence under the Prevention of Corruption Acts 1889 to 1916, or

6.3.4.3. has committed an offence under Section 117 (2) of the Local Government Act 1972, or

6.3.4.4. has been convicted of an offence listed under article 45 of EU directive 2004/18/EC relating to criminality, corruption, fraud and money laundering.

6.3.5. if the Consultant fails to observe North Yorkshire Police's policies in relation to health and safety (which, for the avoidance of doubt, shall include any statutory health and safety obligations), vetting, security and /or the manner in which North Yorkshire Police's suppliers, own clients and personnel should be treated.

6.3.6. if the Client shall by operation of law cease to exist.

6.4. On termination of this Agreement, the Client shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Consultant for the performance of the Services prior to the date of termination.

## 7. Confidentiality

7.1. The Consultant acknowledges that confidential information will be provided by the Client to the Consultant in relation or in connection with the Services ('Confidential Information'). The Consultant shall not disclose any Confidential Information to anyone other than the employees, agents or representatives of the Client or the Third Party Advisers.

7.2. The obligations of clause 7.1 shall not apply to any information which:

7.2.1. is, or becomes, publicly available through no fault of the Consultant;

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- 7.2.2. is provided to the Consultant without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure; or
  - 7.2.3. was developed by the Consultant (or on its behalf) who had no direct access to, or use or knowledge of the Confidential Information supplied by the Client;
  - 7.2.4. is required to be disclosed by order of a court of competent jurisdiction.
- 7.3. The Consultant shall sign a declaration pursuant to Official Secrets Act 1989.
- 7.4. The Consultant shall not at any time make use of any Client logo or insignia in whatever medium unless so authorised by the Client, nor shall the Consultant use the Client's name for promotional purposes unless so authorised by the Client.
- 7.5. All documentation, software and other property made available to the Consultant by the Client shall remain the property of the Client and the Consultant shall return forthwith, upon the request of the Client, and in any event upon the termination of this Agreement howsoever caused, all such documentation, software and property, to the Client, together with all copies of any such materials in the possession custody or power of the Consultant.

## **8. Reliance on Information**

The Client acknowledges and agrees that the Consultant:

- 8.1. will use and rely on:
  - 8.1.1. Confidential Information and non-confidential information provided by the Client to the Consultant, and
  - 8.1.2. other information available from public and non-public sources, (together 'Information') in performing the Services without the Consultant verifying the Information; and
- 8.2. does not assume any responsibility for the truthfulness, veracity, accuracy of any of the Information provided to the Consultant.

## **9. Payment**

- 9.1. In consideration of performing the Services the Client shall pay to the Consultant:
  - 9.1.1. the rates specified in Appendix 2 Response and Pricing Schedule (the Fee) upon the successful and satisfactory completion of each milestone
  - 9.1.2. the Daily Rates specified in Appendix 2 for each Day payable in the event of additional services being agreed (the 'Fee').



- 9.2. The Fee shall be payable in arrears and within 30 days of the Consultant's invoice (which invoices shall be submitted monthly and shall be accompanied by timesheets supporting the sums claimed).
- 9.3. The Consultant may also claim and be paid for certain Expenses incurred by the Consultant in performing the Services under this Agreement if agreed in advance by the Client. Any or all the Expenses shall be paid by the Client to the Consultant within 30 days of the date of any invoice provided that the Consultant shall produce such documentary proof of such Expenses upon demand in accordance with the Client's normal procedures.
- 9.4. All sums due under this Agreement:
- 9.4.1. are exclusive of value added tax which, where applicable, will be paid by the Client to the Consultant in addition;
  - 9.4.2. shall be made by the due date, failing which the Consultant may charge the Client interest on late payments on a daily basis at a rate equivalent to 4% above the base lending rate of the Bank of England then in force; and
  - 9.4.3. shall be paid in pounds sterling by direct transfer to such account in England and Wales as the Consultant shall nominate.
- 9.5. Payment by the Client shall be without prejudice to any claims or rights which the Client may have against the Consultant and shall not constitute any admission by the Client as to the performance by the Consultant of its obligations under this Agreement.

## **10. Warranties, liability and indemnities**

- 10.1. The Consultant warrants that it will use reasonable care and skill in performing the Services and to the standard generally accepted within the industry, sector or profession in which the Consultant operates for the type of Services provided by the Consultant.
- 10.2. If the Consultant performs the Services (or any part of the Services) negligently or materially in breach of this Agreement then, if requested by the Client, the Consultant will re-perform the relevant part of the Services, subject to clauses 10.4 and 10.5 below. The Client's request must be made within 6 months of the date the Consultant completed performing the Services or the termination of this Agreement as the case may be.
- 10.3. The Consultant shall be liable to the Client for direct losses caused by the negligence of the Consultant or arising from the Consultant's breach of its obligations contained in this Agreement.
- 10.4. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any

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economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 10.4 shall not apply to clause 10.5.

- 10.5. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

### **11. Insurance**

- 11.1. The Consultant shall take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences for the minimum sum of £10m.
- 11.2. The Consultant shall take out and maintain public liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences for the minimum sum of £5m.
- 11.3. The Consultant shall take out and maintain professional indemnity insurance in a minimum amount for each and every claim, act of occurrence or series of claims, acts or occurrences for the minimum sum of £1m.
- 11.4. The Consultant shall supply to the Client on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with this clause 11.

### **12. General**

#### **12.1. Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

#### **12.2. Amendments**

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

### **12.3. Assignment**

Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

### **12.4. Entire agreement**

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

### **12.5. Waiver**

No failure or delay by the Consultant in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### **12.6. Agency, partnership etc**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

### **12.7. Further assurance**

Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

### **12.8. Severance**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

### **12.9. Announcements**

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such

announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

#### **12.10. Interpretation**

In this Agreement unless the context otherwise requires:

- 12.10.1. words importing any gender include every gender;
- 12.10.2. words importing the singular number include the plural number and vice versa;
- 12.10.3. words importing persons include firms, companies and corporations and vice versa;
- 12.10.4. references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 12.10.5. reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 12.10.6. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 12.10.7. the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- 12.10.8. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 12.10.9. where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.

#### **12.11. Notices**

- 12.11.1. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or by facsimile to the address of the relevant Party set out at the head of this Agreement
- 12.11.2. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).

12.11.3. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

**12.12. Law and jurisdiction**

12.12.1. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**12.13. Third Parties**

12.13.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.