



**Conditions of purchase of
research support for public
consultation on joint
governance of Police and
Fire and Rescue services**

**(1) Police and Crime
Commissioner for North
Yorkshire**

(2) M.E.L. Research Limited

Dated:

GENERAL TERMS AND CONDITIONS

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1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

“Acceptance” means that an Authorised Person has accepted that the Services as meeting the requirements of the Contract.

“Acceptance Date” means the date on which the Authorised Person has accepted the Services in accordance with clause 4.2.

“Authorised” means signed by an Authorised Person.

“Authorised Person” means the PCC’s or the Chief Constable’s employee or a police officer authorised either generally or specifically by the PCC to enter into the Contract and act on behalf of the PCC in relation to the Contract.

“Benchmarker” means the person appointed by the PCC to conduct the Benchmark Review.

“Benchmark Report” means the report prepared by the Benchmarker following the Benchmark Review.

“Benchmark Review” means the process of comparing the Services against other provision as set out in the Specification or as subsequently agreed between the Parties.

“Business Continuity Event” means any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“CDM Regulations” means the Construction (Design and Management) Regulations 2007.

“CEDR” means the Centre for Effective Dispute Resolution

Chief Constable” means the Chief Constable of the same relevant policing area as the PCC.

“Commencement Date” means the start date from which the Contract takes effect as stated in Section One of the Contract.

“Conditions” means the terms and conditions (including any attached schedules) set out in this document from time to time.

“Confidential Information” means any and all:

- (a) information whether technical, operational commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, records, business plans, consumer research, analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means (including on electromagnetic or CD media or via telephone lines or radio or microwave) and whether stored electronically or otherwise which relates to a person’s business, operations, products, developments, services, trade secrets, know-how, personnel, supplies, customers, victims, employees, police officers or the Services;
- (b) notes, reports, analysis and reviews of, and any other information derived from, any information referred to in paragraph (a) above or which contains or is based in whole or in part upon such information;
- (c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such; and

(d) all materials belonging to another person in respect of which the Parties owe obligations of confidentiality.

“**Contract**” means this contract between the PCC and the Supplier for the supply of Services in accordance with these Conditions as set out in clause 2.

“**Contract Manager**” shall have the meaning as set out in clause 3.

“**Data Controller**” has the meaning set out in the Data Protection Act 1998.

“**Data Subject**” has the meaning set out in the Data Protection Act 1998.

“**Deliverables**” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data specification and reports.

“**Good Industry Practice**” means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Supplier engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract.

“**Intellectual Property Rights**” means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

“**Key Personnel**” means those individuals nominated by the PCC as being of importance to the completion or delivery of the Services.

“**Laws**” means any law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body or any approval of any local authority or statutory undertaker having jurisdiction in relation to the Services or with whose systems the Services are, or are to be, connected, including, for the avoidance of doubt, the CDM Regulations, in each case from time to time.

“**Material Breach**” means a breach or an anticipatory breach that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of this Contract; or
- (b) any of the obligations or warranties set out in this Contract,

for the remainder of the Contract.

“**Order**” means an official purchase order raised against the Contract by the PCC.

“**Order Amendment**” means an issued and Authorised Order Amendment from the PCC or series of Order Amendments.

“**PCC**” means the Police and Crime Commissioner(s) referred to in Section One of the Contract or any successor organisation responsible for the tendering, award and overall management (including the issue of any variations and modifications to Contract) of the Contract on behalf of itself and/or the Chief Constable and for the undertaking of any commercial negotiations in connection with the Contract.

“**Party/Parties**” means the party or parties to this Contract.

“**Persistent Breach**” means repeated breaches of any of the terms of this Contract in such a manner as to reasonably justify the PCC’s opinion that the Supplier’s conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

“**Personal Data**” has the meaning set out in the Data Protection Act 1998.

“**Premises**” means the location(s) where the Services are to be performed.

“**Rectification Plan**” means a plan agreed in accordance with clause 9 for the resolution of a Service Failure.

“**Regulations**” means the Public Contracts Regulations 2015 and “Regulation” will be interpreted accordingly.

“**Request**” has the meaning set out in the Freedom Of Information Act 2000 (**FOIA**), and the Environmental Information Regulations 2004 (**EIR**).

“**Services**” means the services, including without limitation any Deliverables, installation, and consequential connection, testing, commissioning or training to be provided by the Supplier under the Contract as set out in the Specification.

“**Service Credits**” means the sum attributable to a Service Failure as set out in the Specification attached to this Contract.

“**Service Failure**” means a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels.

“**Service Levels**” means those levels of performance set out in the Specification or any service level agreement attached to this Contract.

“**Service Variation**” means a variation to all or part the Services in accordance with clause 7.

“**Specification**” means the description or specification for the Services that is set out by the PCC to the Supplier as attached to this Contract.

“**Special Conditions**” means the special conditions attached to this Contract if any.

“**Supplier**” means the supplier referred to in Section One of the Contract.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

1.2 **Construction.** In these Conditions:

- (a) the masculine gender includes the feminine and neuter and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) references to persons include bodies corporate, unincorporated associations and partnerships;
- (d) the schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the schedules;
- (e) references to clauses, paragraphs and schedules are to clauses and paragraphs of and schedules to this Contract;
- (f) the headings of clauses and paragraphs are for convenience only and shall be disregarded in construing this Contract;
- (g) any reference to a statute or statutory provision includes a reference to any modification, consolidation or re-enactment of the provision for in force from time to time and all and any subordinate legislation in force from time to time made under it;
- (h) any obligation in this Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done;
- (i) general words shall not be given a restrictive interpretation by reasons of their being preceded or followed by words indicating a particular class of acts, matters or thing;
- (j) a reference to writing or writing does not include email or fax.

2. BASIS OF CONTRACT

- 2.1 An Order constitutes an offer by the PCC to purchase the Services in accordance with the Contract.
- 2.2 The term of the Contract shall be as stated in Section One of the Contract.
- 2.3 An Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing a written acceptance of the Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Order.
- 2.4 The Supplier acknowledges that the PCC has relied on all information provided in writing in their tender submission in awarding this Contract and warrants that it is accurate and valid and will notify the PCC of any matters which may arise during the term of the Contract that would cause the Supplier's responses to change. Any failure to notify the PCC in regard to the obligation in this clause shall constitute a Material Breach and the PCC reserves the right to terminate this Contract if the change in circumstances notified to the PCC under the terms of this Contract are of such a significant gravity that in the PCC's reasonable opinion the Contract would not have been awarded and/or the current status of the Supplier is such that the PCC is unable to continue the contractual relationship.

3. CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

- 3.1 The Supplier shall nominate a Contract Manager who shall have sufficient authority to ensure that required Service Levels are met, to ensure sufficient resources are allocated to the Contract and any Order, and to maintain performance to the Specification, to pro-actively co-ordinate and communicate relevant orders and to provide comprehensive support and links between the PCC and the Supplier, including sales support, information and advice on the Services. The Contract Manager shall be the prime contact between the Supplier and the PCC and any notice, communication, information or instruction given or made to or by the Contract Manager shall be deemed given to or received by the Supplier. It shall be the responsibility of the Contract Manager to ensure all staff involved in the Contract or any Order are fully aware of their obligations.
- 3.2 Where applicable, the Supplier shall, at no charge to the PCC, submit complete and accurate management information at such reasonable times as the PCC may request in such form as may be agreed between the Parties at the commencement of the Contract and as varied from time to time throughout the duration of the Contract and the Supplier shall:
- (a) operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver the agreed management information to the PCC; and
 - (b) permit the PCC to share such management information with any other crown bodies or third parties in connection with their normal operational business.

4. ACCEPTANCE

- 4.1 The PCC shall have the right to reject the Services in whole or in part whether or not paid for in full or in part within a reasonable time of performance (notwithstanding the commencement by the PCC enjoying the benefit of the Services) if they do not conform to the requirements of the Contract.

4.2 Subject to clause 4.1, acceptance shall be deemed to have occurred after the reasonable time of performance referred to above unless the Authorised Person notifies the Supplier in writing of the rejection of the Services.

5. HEALTH AND SAFETY

5.1 If the Services contain any element which is notifiable for the purposes of the CDM Regulations then the Supplier shall be the principal contractor under the CDM Regulations in respect of those Services and shall perform all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

5.2 The Supplier shall promptly notify the PCC of any health and safety hazards, which may arise in connection with the performance of the Contract. The PCC shall promptly notify the Supplier of any health and safety hazards that may exist or arise at the Premises and that may affect the Supplier in the performance of the Contract.

5.3 While on the Premises, the Supplier shall comply with any health and safety measures implemented by or on behalf of the PCC in respect of employees, subcontractors and agents of the Supplier and other persons working or present on those Premises.

5.4 The Supplier shall notify the PCC immediately in the event of any incident occurring in the performance of the Contract on the Premises where that incident causes any personal injury or damage to property or the creation of a risk that could give rise to personal injury.

5.5 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees, subcontractors and agents of the Supplier and other persons working on the Premises in the performance of the Contract.

5.6 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the PCC on request.

6. SUPPLY OF SERVICES

6.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the PCC in accordance with the terms of this Contract.

6.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the PCC.

6.3 In providing the Services, the Supplier shall:

- (a) co-operate with the PCC in all matters relating to the Services, and comply with all reasonable instructions of the PCC;
- (b) perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

- (d) replace promptly any of its employees who, the PCC shall have reasonably decided have failed to carry out their duties with reasonable skill and care with another person with the necessary training and skills to meet the requirements of the Contract;
- (e) ensure the Services and the Deliverables will conform with all descriptions and specifications set out in the Specification and shall be fit for any purpose expressly or impliedly made known to the Supplier by the PCC;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) ensure that the Deliverables and all materials supplied and used in the Services or transferred to the PCC will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the PCC to the Supplier ("the PCC's Materials") in safe custody at its own risk, maintain the PCC's Materials in good condition until returned to the PCC and not dispose of or use the PCC's Materials other than in accordance with the PCC's written instructions or authorisation;
- (j) not do or omit to do anything which may cause the PCC to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the PCC may rely or act on the Services; and
- (k) provide the Services via the Key Personnel (if any) who shall not be released from providing the Services to the PCC, except for reason of sickness, maternity leave, paternity leave, termination of employment or because the PCC has requested they be removed, or the element of the Service in respect of which the individual was engaged has been completed to the PCC's satisfaction or other extenuating circumstances explained to the PCC. Any replacements for the Key Personnel shall be subject to the agreement of the PCC and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Supplier.

6.4 The Supplier shall provide general advice free of charge, in so far as telephone or e-mail can provide this quickly and easily. If detailed consideration is required then an additional charge may be agreed with the PCC.

7. SERVICE VARIATION

7.1 Subject to the provisions of this clause 7, either Party may request a Service Variation.

7.2 Where the PCC requests a Service Variation it shall notify the Supplier in writing (by way of Contract Change Notice if appropriate) and give the Supplier sufficient information to assess the extent and effect of the Service Variation, as follows:

- (a) where the request relates to an increase in the price to be paid by the PCC the Supplier shall respond within 15 Business Days demonstrating the necessity for any change to the price for those services.

(b) when the request relates to a decrease in the Services or the price to be paid by the PCC the Supplier will respond within 15 Business Days showing the effect of the reduction along with such supporting evidence that the PCC shall require.

7.3 Where the Supplier requests a Service Variation it shall provide the PCC with sufficient information to assess the extent and effect of the Service Variation including demonstrating the necessity for any change to the price to be paid by the PCC for those services.

7.4 Once the other Party has had the reasonable period as requested by the requesting Party to consider the Service Variation requested each shall notify the others of their decision to accept or reject the Service Variation request.

7.5 If the Parties agree any Service Variation they shall confirm the same in writing and amend the Contract accordingly by way of Contract Change Notice if appropriate.

7.6 In the event that the Parties are unable to agree any Service Variation or the Supplier has not responded to the PCC's request for a Service Variation within the reasonable period referred to in clause 7.4, the PCC may;

(a) allow the Supplier to fulfil its obligations under the Contract without the variation; or

(b) terminate all or part of the Service with immediate effect if the PCC reasonably considers the Service Variation to be critical to delivery of the Contract.

8. SERVICE LEVELS AND CREDITS

8.1 The Supplier shall ensure that the Services meet or exceed the Service Levels at all times.

8.2 The Supplier shall provide the PCC with a monthly report detailing its performance in respect of each of the Service Levels if requested by the PCC.

8.3 If there is a Service Failure, the Supplier shall:

(a) notify the PCC immediately of the Service Failure;

(b) provide the PCC with a Rectification Plan in accordance with clause 9;

(c) deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and

(d) carry out the actions identified in the Rectification Plan in accordance with its terms.

8.4 The Supplier shall automatically credit the PCC with the applicable Service Credits as set out in the Specification if any. Service Credits shall either be shown as a deduction from the amount due from the PCC to the Supplier in the next invoice then due to be issued under this Contract, or the Supplier shall issue a credit note against a previous invoice and the amount for the Service Credits shall be repayable by the Supplier as a debt within 20 Business Days of issue of the credit note. The Parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the PCC.

8.5 The PCC and the Supplier shall review the Service Levels every 3 months throughout the duration of the Contract and make any changes in accordance with any agreed variation to the Contract in accordance with clause 7 to reflect changes in the Service Levels.

9. RECTIFICATION PLAN

9.1 If the Supplier commits a Service Failure, the PCC may serve a rectification notice to the Supplier which shall specify the Service Failure in outline and the actions the Supplier needs to take with respect to remedying the Service Failure ("**Rectification Notice**").

9.2 The PCC shall be under no obligation to initiate this rectification process if it has issued a notice of termination pursuant to clause 19.3 or 19.4.

9.3 Within the time frame specified in the Rectification Notice, the Supplier shall either:

- (a) submit a draft Rectification Plan, even if it disputes that it is responsible for the matters which are the subject of the Rectification Notice; or
- (b) inform the PCC that it does not intend to submit a Rectification Plan, in which event the PCC shall be entitled to terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the PCC.

9.4 The PCC shall either approve the draft Rectification Plan within 10 Business Days of its receipt or as soon as reasonably practicable, or it shall inform the Supplier why it cannot accept the draft Rectification Plan. In such circumstances, the Supplier shall address all such concerns in a revised Rectification Plan, which it shall submit to the PCC within 5 Business Days of its receipt of the PCC's comments or by such date as stipulated by the PCC.

9.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

9.6 If, despite the measures taken under clause 9.4, the revised Rectification Plan cannot be agreed within 10 Business Days or as soon as reasonably practicable then the PCC may elect to end the Rectification Plan process set out above and terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the PCC.

9.7 If a Rectification Plan is agreed between the Parties, but the Supplier fails to implement or successfully complete the Rectification Plan by the required Rectification Plan completion date, the PCC may:

- (a) terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the PCC; or
- (b) give the Supplier a further opportunity to resume full implementation of the Rectification Plan; or
- (c) escalate any issues arising out of the failure to implement the remediation plan under the dispute resolution procedure set out in clause 34.

9.8 If, despite the measures taken under clause 9.7 (b), the Supplier fails to implement the Rectification Plan in accordance with its terms, the PCC may elect to end the rectification plan process and refer the matter for resolution by the dispute resolution procedure set out in clause 34 or terminate the Contract immediately or upon the expiry of a notice period specified in the termination notice.

9.9 The PCC shall not be obliged to follow this rectification process if there is a repetition of substantially the same Service Failure as had previously been addressed in a Rectification Plan within a reasonable period following the conclusion of such previous Rectification Plan. In such event, the PCC may terminate the Contract upon the expiry of a notice period specified in the termination notice served on the Supplier by the PCC.

10. PROGRESS AND INSPECTION

10.1 The Supplier shall at its expense provide any programmes for the provision of the Services delivery that the PCC may reasonably require. Such programmes shall be agreed with the PCC.

10.2 The Supplier shall notify the PCC, in writing, without delay if manufacturing or production progress falls behind or may fall behind any of these programmes.

10.3 The PCC shall have the right to check progress at the Supplier's manufacturing facilities or offices (including home working) or the offices (including home working) of the Supplier's sub-contractors at all reasonable times to inspect and to reject services that do not comply with the Contract. The Supplier's sub-contracts shall reserve such rights for the PCC.

10.4 Any inspection or approval shall not relieve the Supplier from its obligations under the Contract.

11. BENCHMARK

11.1 The PCC may, by written notice, require a Benchmark Review of any or the entire price paid by the PCC for the Specification and for the Service Levels.

11.2 Subject to clause 11.3 if any Benchmark Review determines that any or all of the price paid by the PCC for the Services and/or the Service Levels are not comparable to, or better than, the terms offered by the Supplier to any of its similarly situated commercial customers of equal or lesser size for comparable products or services, the PCC may require the Supplier to reduce the price and/or implement improvements to the Services or the Service Levels in accordance with the relevant Benchmark Report within 3 months of receipt of the Benchmark Report.

11.3 Any amendment to price for the Services and/or the Service Levels in accordance with the Benchmark Report shall be deemed agreed in accordance with the terms of clause 7 without cost to the PCC.

11.4 The PCC shall be notified of the Benchmark Report and any amendment to the Price of the Services in accordance with this Contract.

12. PRICE AND PAYMENT

12.1 Subject to any applicable Service Credits and any Benchmark Review (conducted in accordance with this Contract or by the PCC in accordance with any framework agreement under which this Contract was awarded to the Supplier) the price of the Services shall be set out in the Order or determined in accordance with the Contract, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the PCC, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

12.2 Where appropriate, the price shall include the cost of instructing and training the PCC's personnel in the use, operation and exploitation of the Services. All instructions and training shall be provided in accordance with this Contract.

- 12.3 The Supplier shall invoice the PCC as agreed in writing between the Parties. Each invoice shall include such supporting information required by the PCC to verify the accuracy of the invoice, including but not limited to the relevant Order number.
- 12.4 Invoices to the PCC must be addressed to: **12 Granby Road, Harrogate, North Yorkshire, HG1 4ST** and must quote the full Order number.
- 12.5 The PCC shall pay correctly rendered and undisputed invoices within 30 days of receipt of the invoice ("the Due Date"). Payment shall be made to the UK bank account held in the name of the Supplier and nominated in writing by the Supplier, such payment system to support or interact electronic security payment systems if any.
- 12.6 All amounts payable by the PCC under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the PCC, the PCC shall on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 12.7 If a Party fails to make any payment due to the other under the Contract by the Due Date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting Party disputes in good faith.
- 12.8 The PCC may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- 12.9 Whenever, under the Contract any sums of money shall be recoverable from or payable by the Supplier the same may be deducted from any sums then due, or which at any time, thereafter may become due to the Supplier under this Contract or under any other agreement or contract with the PCC or with any other department within the PCC.

13. WORK ON THE PREMISES

- 13.1 If the Contract involves any Services which the Supplier performs on the Premises then the following clauses shall apply:
- (a) the Supplier shall ensure that the Supplier and their employees, sub-contractors and their employees and any other persons associated with the Supplier will adhere in every respect to all applicable Laws;
 - (b) the Supplier shall ensure that the Supplier and their employees, sub-contractors and their employees and any other person associated with the Supplier will comply with any regulations or PCC's policies that the PCC may notify to the Supplier in writing including any health and safety policies and security arrangements; and
 - (c) when required, the Supplier and their employees, sub-contractors and their employees shall comply with any security requirements including a right to search when entering or leaving the Premises and being escorted in certain areas. The PCC reserves the right to remove from the

Premises anyone suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.

- 13.2 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the PCC's prior written consent.
- 13.3 Access to the Premises shall not be exclusive to the Supplier any only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Supplier shall co-operate with such others as the PCC may reasonably require.
- 13.4 The PCC shall have the power at any time during the progress of the Contract to order in writing:
- (a) the removal from the Premises of any materials which in the PCC's reasonable opinion are either hazardous or not in accordance with or in breach of the Contract; and
 - (b) the substitution of proper and suitable materials; and
 - (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work or the Services which, in respect of material or workmanship, is not in the PCC's reasonable opinion in accordance with the Contract.
- 13.5 On completion or termination of the Contract the Supplier shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Contract and leave the Premises in a neat and tidy condition within the timescales instructed to the Supplier by the PCC and make good any damage caused to the reasonable satisfaction of the PCC.
- 13.6 The Supplier shall ensure that their employees, sub-contractors and their employees and any other persons associated with Supplier shall be dressed appropriately where applicable. The PCC reserves the right to remove from the Premises anyone who is, in the PCC's absolute discretion, not complying with this requirement.
- 13.7 Any land or Premises made available from time to time to the Supplier by the PCC in connection with the Contract shall be made available to the Supplier on a non-exclusive basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligation under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 13.8 The Supplier shall limit access to the land or Premises to such personnel as is necessary to enable it to perform its obligations under the Contract.
- 13.9 The Supplier agrees that there is no intention on the PCC's part to create a tenancy of any nature whatsoever in favour of the Supplier or its personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the PCC retains the right at any time to use any Premises owned or occupied by the PCC in any manner it sees fit.
- 13.10 The PCC's decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the PCC shall be final and conclusive and the Supplier shall replace promptly any such person to ensure that its requirements under the Contract are met.
- 13.11 The Supplier shall bear the cost of or costs arising from any notice, instructions or decision of the PCC under this clause 13.

14. COMPLIANCE WITH APPLICABLE LAWS

- 14.1 The Supplier shall (at no additional cost to the PCC) at all times carry out and provide the Services in compliance with all Laws. The Supplier shall maintain such records as are necessary pursuant to such Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the PCC (or its authorised representative).
- 14.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of the Contract nor be entitled to an increase in the price as the result of any modifications to the Laws.
- 14.3 Without prejudice to clause 14.2, the Supplier shall monitor and shall keep the PCC informed in writing of any changes in the Laws which may impact the Services and shall provide the PCC with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.
- 14.4 The Supplier shall consult with the PCC (and wherever possible agree with the PCC) on the manner, form and timing of changes it proposes to make to meet any changes in Laws where they would impact the Services. The Supplier shall not implement any change, without the PCC's prior written agreement, which would have an adverse effect on the Supplier's ability to provide the Services in accordance with the Specification.
- 14.5 Without prejudice to the rest of this clause 14, the Supplier shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 14.

15. SERVICE IMPROVEMENT AND TECHNOLOGY REFRESH

- 15.1 The Contract Manager and an Authorised Person shall have regular meetings as agreed to monitor and review the performance of this Contract, the achievement of the Service Levels and the provision of the Services. Such meetings shall be minuted by the Authorised Person where appropriate and copies of any such minutes shall be circulated to and approved by both Parties.
- 15.2 Prior to each meeting, the Authorised Person shall notify the Contract Manager, and vice versa, of any issues relating to the provision of the Services for discussion at the meeting. At the meeting, the Parties shall agree a plan to address such issues. In the event of any issue being unresolved, or a failure to agree on the plan, the procedures set out in clause 9 shall apply. Progress in implementing the plan shall be included in the agenda for the next meeting.
- 15.3 The Supplier shall, at its own cost, submit and promptly inform the PCC of any new and evolving relevant technologies and processes which could improve the Services. Such report shall be provided in sufficient detail to enable the PCC to evaluate properly the benefits of the new technology or process and, at the PCC's request, the Supplier shall make available to the PCC the new Services on the terms on which they are generally made available to the Supplier's customers by the Supplier.
- 15.4 If the PCC wishes to incorporate any improvement identified by the Supplier pursuant to clause 15.3, the Parties shall discuss the implementation of the associated change provided always that if the Supplier's costs in providing the Services as a result of any such change implemented by the PCC are reduced, a reasonable proportion as agreed of the cost savings shall be passed on to the PCC by way of a consequential and immediate reduction in the price for the Services.

16. REMEDIES AND INSURANCE

16.1 If the Supplier fails to perform the Services by the applicable date(s), or if the Services do not comply with the warranties and obligations set out in clause 6 or the terms of the Contract, then, without limiting any of its other rights or remedies, the PCC shall have the right to any one or more of the following remedies:

- (a) to terminate the Contract in accordance with clause 19;
- (b) to require re-performance of the Services;
- (c) to refuse to accept any subsequent performance of the Services (or part thereof) from the Supplier;
- (d) to recover from the Supplier any reasonable costs properly incurred by the PCC in obtaining substitute services from a third party; and/or
- (e) to claim damages for any other costs, loss or expenses incurred by the PCC which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

16.2 The Supplier shall keep the PCC and the Chief Constable indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the PCC and the Chief Constable as a result of or in connection with:

- (a) any claim made against the PCC and/or the Chief Constable for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services;
- (b) any claim made against the PCC and/or the Chief Constable by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the PCC and/or the Chief Constable by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) the provision of the Services, including advice and recommendations made and accepted by the PCC and/or the Chief Constable and not being in accordance with the Specification;
- (e) any installation and/or any Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Supplier; and
- (f) any damage to the PCC's property or Premises (including any materials, tools or patterns sent to the Supplier for any purpose).

This clause 16.2 shall survive termination of the Contract.

16.3 The PCC's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law and any equitable remedy.

- 16.4 The Supplier must take out and maintain insurance adequate to cover the risks set out in the Contract and in any event shall take out and maintain the following insurance coverages:
- (a) Product Liability Insurance coverage of not less than [five million pounds sterling (£5,000,000)] for any one, or series of claims that may arise; and
 - (b) Professional Indemnity Insurance coverage of not less than [five million pounds sterling (£5,000,000)] for any one, or series of claims that may arise; and
 - (c) Public Liability Insurance coverage of not less than [five million pounds sterling (£10,000,000)] for any one, or series of claims that may arise; and
 - (d) Employer Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one, or a series of claims that may arise;
 - (e) Any other insurance coverage which is set out in the Special Conditions.
- 16.5 The Supplier will take out and maintain such insurances as set out in this clause 16 with a reputable insurance company and shall at the PCC's request provide evidence of the insurance policy or policies and of payment of the premiums. The Supplier's failure to maintain such insurances or satisfy the PCC, acting reasonably, that such insurances have been maintained, shall be treated as a Material Breach and shall give the PCC the right to terminate the Contract in accordance with clause 19.

17. LIABILITY

- 17.1 Neither Party excludes or limits its liability for:
- (a) death or personal injury caused by its negligence or that of its employees, agents or sub-contractors (as applicable);
 - (b) fraud or fraudulent misrepresentation by it or its employees;
 - (c) the wilful abandonment by the Supplier of its obligations in relation to the provision of the Services; or
 - (d) breach of any obligations as to title implied by section 2 of the Supply of Goods and Services Act 1982.
- 17.2 [Subject to clause 17.1, the Supplier's total aggregate liability in connection with this Contract in respect of all claims, losses, or damages (whether in contract, tort (including negligence), breach of statutory duty or however arising) shall be:
- (a) unlimited in respect of any indemnities given by the Supplier; and
 - (b) in all other circumstances limited to the greater of:

[] pounds (£[]); or

a sum equivalent to [one hundred and fifty] percent ([150]%) of the cumulative value of the Services ordered under this Contract.]

- 17.3 Subject to clause 17.1, the PCC's total aggregate liability in connection with this Contract in respect of all claims, losses or damages (whether in contract, tort (including negligence), breach of statutory duty or however arising) shall be limited to the greater of:

- (a) [] pounds (£[]); or
- (b) a sum equivalent to [one hundred] percent ([100]%) of the price paid for the Services ordered under this Contract.]

17.4 Subject to clause 17.1, neither Party will be liable to the other Party for:

- (a) indirect loss or damage;
- (b) special loss or damage;
- (c) consequential loss or damage;
- (d) loss of profits (whether direct or indirect);
- (e) loss of turnover (whether direct or indirect);
- (f) loss of business opportunity (whether direct or indirect); and/or
- (g) damage to goodwill (whether direct or indirect),

and in each case, even if that Party was aware of the possibility of such loss or damage to the other.

17.5 Subject to clauses 17.1 and 17.2, the provisions of clause 17.4 shall not be taken as limiting the right of the PCC to, amongst other things, recover from the Supplier as a direct loss:

- (a) any additional operational and/or administrative costs and expenses; and/or
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the PCC; and/or
- (c) damage due to the loss of data if any, but only to the extent that such losses relate to the costs of working around any loss of data and the direct costs of recovering or reconstructing such data,

resulting directly from any act or omission of the Supplier.

17.6 If any limitation or provision contained or expressly referred to in this clause 17 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this clause 17.

17.7 Nothing in this clause 17 shall affect a Party's general duty to mitigate its loss.

18. **SUSPENSION**

18.1 Without limiting its other rights or remedies the PCC may suspend the Contract in whole or in part by giving written notice of such suspension to the Supplier if the Supplier or any of their employees or agents are or become;

- (a) subject to a criminal investigation in respect of allegations arising out of or relating to their professional practice whether in respect of work undertaken in performance of the Contract or otherwise; or

- (b) subject to a criminal investigation relating to an allegation, which if substantiated, would constitute a breach of the terms of this Contract; or
- (c) subject to any allegation of professional negligence; or
- (d) subject to investigation by a relevant regulatory body in respect of any alleged breach of a relevant code of practice.

18.2 The Supplier must inform the PCC immediately upon becoming aware of any of the matters set out above.

18.3 The sums payable by the PCC under the Contract shall be reduced during the period of suspension by an amount equivalent to the value of the Services suspended for the duration of such suspension and the PCC shall have no liability whatsoever to make any payment to the Supplier of any sums withheld during the period of suspension.

18.4 For the avoidance of doubt the PCC will be entitled during any period of suspension to engage other Supplier to provide the Services which the Supplier is unable to provide by reason of the suspension.

18.5 Following a suspension pursuant to clause 18.1 above the PCC shall keep the matter under review and should the reasons for the suspension be resolved to the satisfaction of the PCC then the PCC may give written notice lifting suspension of the Contract.

18.6 For the avoidance of doubt, if the investigations or allegations at clause 18.1 are substantiated this will constitute a Material Breach for which the PCC reserves the right to terminate the Contract under clause 25 below.

19. TERMINATION

19.1 Without limiting its other rights or remedies, the PCC may terminate the Contract in respect of the supply of the Services or part of such supply by giving the Supplier 3 months' written notice.

19.2 The PCC may terminate this Contract in the circumstances provided for under clauses 9.3, 9.8 or 9.9.

19.3 The PCC may immediately terminate this Contract where:

- (a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9); or
- (b) the Supplier has, at the time of contract award, been in one of the situations referred to in Regulation 57(1), including as a result of the application of Regulation 57(2), and should therefore have been excluded from the procurement procedure; or
- (c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaty on European Union and the Public Contracts Directive 2014/24 or the Treaty on the Functioning of the European Union that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

19.4 Either Party may terminate the Contract with immediate effect or upon the expiry of a notice period specified in the termination notice served on the other Party if:

- (a) the other Party commits a Material or Persistent Breach of the Contract and (if such breach is remediable) fails to remedy that breach to the satisfaction of the PCC within the reasonable timescale as specified by the PCC, after issue of a written notice specifying the breach and requesting it to be remedied;
- (b) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party, other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the other Party;
- (e) (being an individual) the other Party is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
- (h) (being a company) a floating charge holder over the other Party's assets has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the other Party's assets or a receiver is appointed over the other Party's assets;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.4(b) to clause 19.4(i) inclusive;
- (k) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (l) (being an individual) the other Party dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (m) there is a change of control of the other Party (within the meaning of section 1124 of the Companies Tax Act 2010).

20. CONSEQUENCES OF TERMINATION

- 20.1 Upon termination of the Contract whether by expiration of the Contract term or otherwise, the Supplier agrees and hereby guarantees that it will co-operate fully with the PCC to transfer to the PCC (including but not limited to) any plans, drawings, specifications, technical and legacy data, copies of records (electronic or otherwise), copies of reports (electronic or otherwise), information (howsoever stored), test results, samples relating to this Contract which are in the possession of the Supplier or any third party, provided always that:
- (a) the Supplier shall not be required to transfer to the PCC any patent design or other Intellectual Property Right owned by the Supplier and valid at the time the Contract was originally tendered, in any of the specifications, drawings or plans etc, and which has not already transferred under this Contract to the PCC; and
 - (b) any charges applicable for any samples or drawings, which were made known to (and agreed by) the PCC prior to the signing of this Contract, will be made to the Supplier if outstanding at the time of termination.
- 20.2 All items shall be delivered to the PCC within 14 days of termination of the Contract or upon a request being made to the Supplier by the PCC). Any request by the PCC shall detail the reasonable location of delivery, method of delivery, format of any data or information and the medium to be used for its migration. Unless otherwise agreed, the language that any drawings, data, reports or information etc shall be written and presented in shall be modern British English.
- 20.3 Other than the prices agreed at clause 20.1(b), the Supplier shall make no other charge for the return of any item listed at clause 20.1.
- 20.4 All items shall be returned to the PCC in the original condition they were in when presented to the Supplier. Samples should be in the condition or state they were in at the time of acceptance or approval by the PCC as being in compliance with the design or specification detailed within the Contract, subject to any subsequent agreed testing or reasonable wear and tear.
- 20.5 The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 20.6 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

21. REPUTATION

- 21.1 The Supplier shall not:
- (a) do any act or make any omission that has or could reasonably be expected to have an adverse impact upon the security of the business, operations, systems or properties or Premises of the PCC;
 - (b) take any action which might or shall:

**harm or be prejudicial to the public confidence in the PCC and/or the Chief Constable or to its public image(s); or
bring the PCC and/or the Chief Constable into disrepute.**

21.2 Without limiting clause 21.1, the Supplier shall comply with the provisions of the standards, policies, procedures and regulations provided from time to time to the Supplier by the PCC.

22. CONFIDENTIAL INFORMATION

22.1 Upon request at any time by the PCC, the Supplier shall obtain signed confidentiality undertakings from any subcontractors in a form approved by the PCC.

22.2 A Party is entitled to disclose the whole or any part of the other's Confidential Information:

- (a) to its directors, officers, employees, servants, subcontractors, agents or professional advisers to the extent necessary to enable the performance or enforcement of its rights or obligations under this Contract subject to any such persons signing confidentiality undertakings in a form approved by the PCC if requested to do so;
- (b) when (and to the extent) required to do so by Laws or pursuant to the rules or any order having the force of law of any court, association or agency of competent jurisdiction or any governmental agency;
- (c) to the extent that the Confidential Information has, except as a result of breach of obligations of confidentiality, become publicly available or generally known to the public at the time of such disclosure (provided that no Confidential Information shall be deemed to be so publicly available or generally known only because such information is within or part of more general information, or (in the case of a complex body of such information) because one or more elements of it separately comprise publicly available information or information generally known to the public);
- (d) in the case of disclosure by the PCC:
- (e) to the extent required for the purpose of the continued provision of the Services (or similar replacement services) in the event of suspension, expiry or termination of particular Services;
- (f) in relation to the outcome of a procurement as may be required to be published in the Official Journal of the European Union or elsewhere;
- (g) to any department, office or agency of the Government or other entity where required for its proper departmental, parliamentary, governmental, statutory or judicial purposes;
- (h) to any consultant, contractor or other person engaged by the PCC in connection with the provision of the Services or the performance of the Supplier's obligations under this Contract, to the extent reasonably necessary to enable that consultant, contractor or other person to carry out their engagement with the PCC;
- (i) to the extent the PCC (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions in accordance with the law; and
- (j) subject to clause 29, to the extent the PCC (acting reasonably) deems disclosure necessary or appropriate in order to comply with its obligations and responsibilities under the FOIA or the Environmental Information Regulations.

22.3 Notwithstanding clause 22.2, the Supplier shall give the PCC prompt advance notice of any disclosure of the PCC's Confidential Information and shall consult and give the PCC reasonable opportunity to

comment on the nature and extent of disclosure, and shall take account of any reasonable comment made by the PCC. Notwithstanding the permitted disclosures under clause 22.2, the PCC shall have the right to prohibit disclosure of the PCC's Confidential Information to any person and the Supplier shall not make such disclosure to any such person so prohibited by the PCC unless subject to a court order or permitted under Freedom of Information legislation.

22.4 The Supplier shall:

- (a) use PCC's and Chief Constable's Confidential Information solely for this Contract;
- (b) take all necessary precautions to ensure that all of the PCC's and the Chief Constable's Confidential Information is held in confidence and treated as proprietary;
- (c) comply with all instructions and/or guidelines produced by the PCC from time to time for the handling and storage of its Confidential Information generally or for specific items;
- (d) inform all staff and subcontractors and agents that breach of any of its confidentiality obligations shall result in contractual and/or disciplinary action (and the Supplier shall ensure that such contractual and/or disciplinary actions and proceedings are reported to the PCC and instituted and enforced as required); and
- (e) forthwith report to the PCC all failures to comply with the obligations set out in this clause 22.4 of which the Supplier is or becomes aware.

22.5 Notwithstanding the generality of clause 22.2, Personal Data shall not be released from any of the confidentiality obligations of clause 22, except with the prior consent of the PCC in accordance with the relevant laws.

22.6 Without prejudice to any other rights and remedies that the other Party would have, each Party agrees that damages would not be an adequate remedy for any breach of this clause 22 and that the other Party shall be entitled to the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of this clause 22.

22.7 The PCC's and the Supplier's obligations under this Contract with respect to Confidential Information shall survive its expiry or termination and shall continue for as long as such information remains confidential.

22.8 Nothing in this clause 22 limits, diminishes, waives or releases either Party's obligations and responsibilities under the Official Secrets Acts 1911 to 1989 or in regard to personal data in accordance with s33 Data Protection Act 1998.

22.9 The Supplier shall at all times (including after termination or expiry of this Contract) comply with the obligations imposed by the Official Secrets Acts 1911 to 1989.

22.10 The Supplier shall:

- (a) take all reasonable steps, by display of notices or by other appropriate means, to ensure that such persons have notice that the Official Secrets Acts 1911 to 1989 applies to them and shall continue so to apply; and

- (b) where requested by the PCC at any time, procure (within 10 Business Days of the request) the signature by all of the persons specified by the PCC of an Official Secrets undertaking in a form specified by the PCC.

22.11 The Supplier shall ensure that a similar obligation to this clause 22 is included in all contracts or agreements the Supplier entered into with a subcontractor or agent in connection with the provision of the Services.

22.12 The PCC may terminate this Contract immediately in the event that the Supplier fails to comply with any requirement of this clause 22, including the failure to procure the signature of an Official Secrets undertaking for any person specified by the PCC or any disclosure of the PCC's Confidential Information in breach of this clause 22.

23. PUBLICITY

Unless expressly permitted in writing by the PCC, the Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract.

24. INTELLECTUAL PROPERTY

All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

- (a) provided to the Supplier by the PCC and/or Chief Constable shall remain the PCC's property absolutely;
- (b) prepared by or for the Supplier specifically for the PCC in relation to the performance of the Contract shall belong to the PCC including the Deliverables;
- (c) pre-existing at the commencement of the Contract and owned or licensed by the Supplier shall be licensed to the PCC insofar as it is necessary for the PCC to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.

25. ENVIRONMENTAL AND ETHICAL SOURCING

25.1 The Supplier shall perform its obligations under the Contract in accordance with the spirit and objectives of the PCC's environmental policy, if any.

25.2 The Supplier shall ensure that workers employed or engaged on the Contract are treated fairly, humanely and equitably.

25.3 In so far as the Supplier or any sub-contractor or its employee dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Supplier's obligations under the Contract, the Supplier shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable EU and UK laws and regulations, including (where applicable) the Environmental Protection Act 1990 and the Waste Electrical and Electronic Equipment Regulations 2013.

25.4 If and when requested to do so by the PCC at any time, the Supplier shall provide the PCC with such documents and/or permit representatives of the PCC to have such access to the Supplier's premises

and personnel as the PCC may reasonably require for the purposes of verifying compliance on the part of the Supplier with its obligations under this clause 25.

- 25.5 The Supplier shall procure that each of its sub-contractors (if any) comply with obligations substantially similar to those set out in clauses 25.1 to 25.4 above.
- 25.6 The Supplier shall at all times act in accordance with all applicable requirements and spirit of the Modern Slavery Act 2015 and the PCC shall have the right to terminate this Contract immediately by notice in writing to the Supplier in the event of the Supplier being in breach of this clause.

26. EQUALITY AND DIVERSITY

- 26.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent Laws from time to time in force (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Supplier or any of its employees or sub-contractors or its employees), or any statutory modification or re-enactment thereof.
- 26.2 The Supplier shall take all reasonable steps to secure the observance of clause 26.1 by all employees, agents and sub-contractors.

27. ANTI-BRIBERY AND FRAUD

- 27.1 The Supplier shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 27.1(b), and will enforce them where appropriate;
 - (d) promptly report to the PCC any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
 - (e) immediately notify the PCC if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract); and
 - (f) ensure that all persons associated with the Supplier or other persons who are performing services in connection with this Contract comply with this clause 27.
- 27.2 Breach of this clause 27 shall entitle the PCC to terminate the Contract with immediate effect.

- 27.3 In the event of any breach of this clause 27 by the Supplier or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Supplier):
- (a) the Supplier shall immediately give the PCC full details of any such breach and shall co-operate fully with the PCC in disclosing information and documents which the PCC may request; and/or
 - (b) the PCC shall (without prejudice to any of its rights or remedies under this Contract or otherwise) be entitled by notice in writing to terminate this Contract immediately; and
 - (c) the Supplier shall be liable for and shall indemnify and keep the PCC and the Chief Constable indemnified in respect of any and all loss resulting from such termination.
- 27.4 In any dispute, difference or question arising in respect of:
- (a) the interpretation of this clause 27; or
 - (b) the right of the PCC to terminate this Contract; or
 - (c) the amount or value of any gift, consideration or commission
- the decision of the PCC shall be final and conclusive.
- 27.5 The Supplier shall not engage in any activity practice or conduct which would constitute an offence which would constitute an offence under the Fraud Act 2006.

28. DATA PROTECTION

- 28.1 The Supplier acknowledges that the Data Controller of the Personal Data in connection with and related to this Contract is the PCC and/or Chief Constable and that the Supplier shall be the Data Processor.
- 28.2 The Supplier shall process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Specification and in accordance with the PCC and/or Chief Constable's instructions if applicable from time to time and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of Personal Data it carries out under the Contract.
- 28.3 The Supplier shall promptly comply with any request from the PCC and/or Chief Constable as applicable requiring the Supplier to amend, transfer or delete the Personal Data.
- 28.4 The Supplier shall only collect any Personal Data in a form which is fully compliant with the Data Protection Act 1998 which will contain a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purposes or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the Data Subject to be fair.
- 28.5 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify the PCC and the Chief

Constable and it shall provide the PCC and the Chief Constable with full co-operation and assistance in relation to any such complaint, notice or communication.

- 28.6 At the PCC or Chief Constables request, the Supplier shall provide to the relevant Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller.
- 28.7 The Supplier shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Controller and in accordance with the Data Protection Act 1998.
- 28.8 The Supplier shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense.
- 28.9 The Supplier shall ensure that access to the Personal Data is, in accordance with the Data Protection Act 1998, limited to:
- (a) those employees who need access to the Personal Data to meet the Supplier's obligations under this Contract; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 28.10 The Supplier shall ensure that all employees:
- (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling Personal Data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under such laws and this Contract.
- 28.11 The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data including any vetting status required.
- 28.12 The Supplier shall notify the Data Controller within 2 working days if it receives a request from a Data Subject for access to that person's Personal Data.
- 28.13 The Supplier shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.
- 28.14 The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Contract in accordance with the Data Protection Act 1998.
- 28.15 The Chief Constable is entitled, on giving at least 2 days' notice to the Supplier, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
- 28.16 The requirement to give notice set out in clause 28.15 will not apply if the Chief Constable believes that the Supplier is in breach of any of its obligations under this Contract.

28.17 The Supplier warrants that:

- (a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
- (b) where appropriate, it will comply with all obligations of any data processing contract the PCC and/or the Chief Constable requires the Supplier to sign; and
- (c) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.

28.18 The Supplier shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.

28.19 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the PCC and the Chief Constable against all costs, claims, damages or expenses incurred by the PCC and the Chief Constable or for which the PCC or the Chief Constable may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this clause 28.

28.20 The Supplier may not authorise any third party or sub-contractor to process the Personal Data.

29. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

29.1 The Supplier acknowledges that the PCC and the Chief Constable are subject to the requirements of the Freedom Of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Supplier agrees to assist and cooperate with the PCC and the Chief Constable (at the Supplier's expense) as mandated by the Data Controller in relation to these laws.

29.2 Any Requests received by the Supplier shall be forwarded to the Data Controller immediately.

29.3 The provisions of clause 29 shall extend to sub-contractors and the Supplier shall ensure compliance with this requirement.

29.4 The Supplier acknowledges that the PCC and the Chief Constable may, acting in accordance with the FOIA, or the EIR be obliged to disclose information relating to the Contract:

- (a) without consulting with the Supplier; or
- (b) following consultation with the Supplier and having taken the Supplier's views into account: or
- (c) in accordance with legislation and procedural transparency requirements.

30. RE-TENDERING AND HANDOVER

30.1 Within twenty eight (28) days of being so requested by the PCC, the Supplier shall provide, all the information necessary to enable the PCC to issue invitations to tender for the future provision of the Services including (but not limited to) the information relating to employees who will or may transfer as detailed in clause 30.2 below, and the Supplier hereby agrees to the use of such information for these express and any implied purposes. For the avoidance of any doubt all or any such information

can be requested by the PCC at any time whether in relation to an intention to issue such an invitation or otherwise.

- 30.2 Where, in the opinion of the PCC, TUPE may apply to the Contract on its termination or expiration, the information to be provided by the Supplier under clause 30.1 shall include, as applicable, accurate information relating to the employees (whether of the Supplier or any sub-contractor or other organisation) whose employment would or may be transferred pursuant to TUPE, including in particular but not limited to:
- (a) the number of employees who would be transferred and their job titles, but with no obligation on the Supplier to specify their names save as permitted by TUPE;
 - (b) sufficient details of the work undertaken by each of the employees who will or may transfer under TUPE to enable the PCC and/or any replacement supplier to take their own informed view as to whether TUPE will or could apply (including sufficient details, particulars and breakdown of working time as is reasonably required or requested);
 - (c) their dates of birth, sex, salary, length of service, hours of work, salary and/or pay rates, and any other factors affecting their redundancy entitlement, any specific terms applicable to those employees individually whether during their employment or on its termination;
 - (d) details of any disciplinary action taken within the previous two years in respect of the employees;
 - (e) details of any grievances brought by the employees in the previous two years;
 - (f) details of any outstanding claims arising from the employees' employment or its termination including any claims which the Supplier believes those employees might bring; and
 - (g) the terms and conditions of employment applicable to those employees, including but not limited to probationary periods, information relating to pension entitlements or provision, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave (and details of how pay for annual leave is calculated), sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any relevant collective agreements, facility time arrangements and additional employment benefits.
- 30.3 The Supplier shall comply with its obligations under TUPE where applicable (including without limitation its duties to inform and consult under Regulation 13 of TUPE) pursuant to this Contract and shall indemnify the PCC and the Chief Constable and any replacement supplier against any claims sustained as a result of any breach of this clause OR any award of compensation under Regulation 15 save where such failure arises from the failure of the PCC and/or the Chief Constable or any replacement supplier to comply with its or their duties under Regulation 13 of TUPE.
- 30.4 The Supplier shall indemnify the PCC and the Chief Constable against any claim made against the PCC or the Chief Constable or any replacement supplier at any time by any person in respect of the liability incurred by the PCC and/or the Chief Constable or any replacement supplier arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clauses 30.1, 30.2 and/or TUPE.

- 30.5 The Supplier shall co-operate fully with the PCC and/or the Chief Constable during the handover arising from the completion or earlier termination of this Contract. This co-operation, during the setting up operations period of the replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition and if required, access to the Supplier's employees including those who the Supplier considers will transfer pursuant to TUPE to the PCC and/or the Chief Constable or a replacement supplier on the termination of this Contract.
- 30.6 The Supplier shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the PCC and/or the Chief Constable, any replacement supplier and/or any replacement sub-contractor to ensure the smooth transfer of any employees who transfer under TUPE on the termination of this Contract including providing sufficient information in advance of the transfer date to ensure that all necessary payroll arrangements can be made to enable the transferring employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Business Days following the transfer date, the Supplier shall provide, and shall procure that each sub-contractor shall provide, to the PCC and/or the Chief Constable or, at the direction of the PCC and/or the Chief Constable, to any replacement supplier and/or any replacement sub-contractor (as appropriate), in respect of each transferring employee:
- (a) the most recent month's copy pay slip data;
 - (b) details of cumulative pay for tax and pension purposes;
 - (c) details of cumulative tax paid;
 - (d) tax code;
 - (e) details of any voluntary deductions from pay; and
 - (f) bank/building society account details for payroll purposes.
- 30.7 Where TUPE does not apply to the Contract on its termination or expiration, the Supplier shall retain all responsibility for outgoings in respect of its employees after the end of the Contract including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions, redundancy costs and otherwise and shall indemnify the PCC and the Chief Constable and any replacement supplier against any claims sustained as a result of any breach of this clause.

31. EMPLOYEES AND TUPE

- 31.1 If TUPE applies to a number of staff engaged in the provision of services equivalent to the Services (or some of them) prior to the start of the Term of the Contract, the contracts of employment (together with any collective agreement) of such staff (subject to Regulation 4(7) of TUPE) will be from the Commencement Date as if they were originally made between the relevant staff member and the Supplier.
- 31.2 The Supplier shall take all necessary steps including those required by law to ensure that all employees, servants or agents of the Supplier and any sub-contractors, their employees, servants or agents, employed in the execution of the Contract have the right to work in the United Kingdom, have complied and will in the future comply with any restrictions in force concerning their right to work in

the United Kingdom (including but not limited to any restrictions on their hours of work) and are not claiming any benefit payable to jobseekers.

- 31.3 During the Term the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Chief Constable of the PCC any information they may reasonably require relating to the manner in which the Services are organised, which shall include, but is not limited to, the following:
- (a) the numbers of employees engaged in providing the Services;
 - (b) the percentage of time spent by each employee engaged in providing the Services; and
 - (c) a description of the nature of the work undertaken by each employee by location.
- 31.4 The Supplier shall indemnify and keep indemnified the PCC and the Chief Constable against any loss incurred by the PCC and/or the Chief Constable or any replacement supplier connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the PCC and/or the Chief Constable or any replacement supplier in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.
- 31.5 The Supplier shall indemnify and keep indemnified the PCC and the Chief Constable against any claim demand or loss incurred by the PCC and/or the Chief Constable or any replacement supplier at any time whether connected with or arising from the employment of or any policy applicable to, or any collective agreement in respect of any of the Supplier's staff or any other person at any time employed by (or engaged by) the Supplier or its sub-contractors or otherwise including but not limited to any claims for: breach of contract; breach of policy; unfair dismissal; a redundancy payment; pay including a claim for unlawful deductions from wages and/or any claim in relation to holiday pay entitlement; discrimination; equal pay; industrial or personal injury; a claim for failure to consult, claims arising by virtue of custom and practice, any claims or demand from HMRC or any other statutory authority which relates to financial obligations but not limited to PAYE, and primary and secondary national insurance contributions; or otherwise relating to their employment by the Supplier save to the extent that the liability arises from any wrongful act by the PCC and/or the Chief Constable or its employees.
- 31.6 The Supplier shall indemnify and keep indemnified the PCC and the Chief Constable against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier's staff or any other employee of the Supplier or its sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to this Contract and in respect of any loss incurred by the PCC and/or the Chief Constable or any replacement supplier arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.
- 31.7 Except with the prior written consent of the PCC, the Supplier shall not at any time after the PCC has served notice of the termination of the Contract, within twelve months of the date upon which the Contract will terminate in accordance with its provisions, or after the Supplier shall have otherwise become aware of the proposed termination or re-tendering of this Contract, any Contract or the provision by it of the Services in respect of any employee employed by or assigned by the Supplier or its sub-contractors to the discharge of the Contract:

- (a) vary any terms and conditions of employment of any employee or any policy or collective agreement applicable to any employee (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee);
 - (b) remove or replace any particular employee or significantly alter the proportion of work which such employee undertakes on work arising from the provision of the Services under this contract (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience);
 - (c) increase or decrease the number of employees or sub-contractors engaged in the discharge of the contract.
- 31.8 The Supplier shall indemnify and keep indemnified and hold harmless the PCC and the Chief Constable and any replacement supplier from and against all liabilities whatsoever (to include legal expenses on a full indemnity basis) (and including but without limitation any claim by or liability to a sub-contractor or any employee, agent or independent contractor of such sub-contractor or any other person whatsoever) arising out of any breach by the Supplier or any of its sub-contractors of clause 31.7.
- 31.9 The PCC and Supplier shall continue to monitor the performance and objectives of the Contract throughout its duration and to make any amendments or changes necessary to the Contract, or its performance or objectives in order further to promote equality, diversity and equal opportunity.
- 31.10 The Supplier shall notify the PCC immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it in relation to equality, diversity or equal opportunity whether under the Act or otherwise.
- 31.11 Where any investigation is undertaken by a person or body empowered to conduct such an investigation and/or proceedings are instituted following such an investigation against the Supplier or against the PCC either in connection with any contract awarded to the Supplier or generally, the Supplier shall, without charge:
- (a) provide any information requested by or on behalf of the PCC in the timescale allotted;
 - (b) attend and permit its employees, workers, agents, consultants and sub-contractors to attend any meetings as required;
 - (c) allow the PCC access to and investigation of any information, documents or data deemed to be relevant to the investigation;
 - (d) allow itself and any of its employees, workers, agents, consultants and sub-contractors to appear as witnesses in any proceedings; and
 - (e) co-operate fully with the person or body conducting the investigation.
- 31.12 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Supplier, its staff, employees, workers, consultants, agents or sub-contractors and where there is a finding against the Supplier in any such investigation or proceedings, the Supplier shall indemnify and keep indemnified and hold harmless the PCC and the Chief Constable with respect to all costs, charges and expenses (including legal and administrative expenses on an

indemnity basis) incurred by the PCC and the Chief Constable during or in connection with any such investigation or proceedings and further indemnify and keep indemnified and hold harmless the PCC and the Chief Constable from and against all and any compensation, damages, costs, losses, fines, penalties or other award (including any interest) the PCC or the Chief Constable may be ordered or required to pay.

- 31.13 If a finding of unlawful discrimination or breach of equal opportunities legislation (including but not limited to the Act) is made against the Supplier or against the PCC arising from the conduct of the Supplier or any of its employees, workers, consultants, agents or sub-contractors, the Supplier shall take immediate remedial steps to prevent further recurrences and shall advise the PCC of the steps taken.
- 31.14 If the Supplier enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations and terms on its sub-contractors which are identical to those imposed on it by this clause 31. The PCC expects that the Supplier will not sub-contract to any person, organisation, business, service or group which has a poor history in regard to acts of unlawful discrimination. Any breach of this clause will be considered by the PCC as a fundamental breach of the contract between the PCC and the Supplier.
- 31.15 Without prejudice to its remedies set out above, the PCC may terminate the Contract if notice has been given to the Supplier of a substantial or persistent breach of this section providing that in the case of persistent breach the Supplier has been given a reasonable period to rectify the breach and the Supplier has failed to do so.
- 31.16 The Supplier shall comply with the PCC's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.
- 31.17 The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees, workers, consultants and/or subcontractors are fully trained on matters relating to the prevention of unlawful discrimination and the promotion of equality and diversity and shall comply with the PCC's policies and procedures to prevent unlawful discrimination because of a Protected Characteristic from time to time.

32. VETTING

- 32.1 If requested by the PCC, all employees of the Supplier, or any subcontractor, who are involved in performing the Services must undergo a security vetting procedure or have the PCC's approval and secure vetting to the appropriate level prior to commencing any work on this Contract.
- 32.2 To facilitate the relevant vetting when so requested by the PCC, the Supplier shall provide a list of the names and addresses of all persons (if any) who it is expected will be engaged in the provision of the Services, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the PCC may reasonably require to permit appropriate security checking. This may include the requirement for the individuals concerned to provide personal details about family members and financial circumstances and make a personal declaration as to the accuracy of the information provided.
- 32.3 For the avoidance of doubt, where the PCC has requested employees to undergo security vetting, only employees who have completed the vetting process and/or received written confirmation of their successful application can work on this Contract.

- 32.4 The outcome of vetting and the decision from the PCC is final and binding. Employees who have not received vetting clearance by the PCC are not permitted to work on this Contract and the Supplier shall replace any of its employees who, the PCC shall have decided in its absolute discretion, have failed the appropriate security checking. The PCC shall not have to disclose why an employee has failed security checking. Following the removal of any of the Supplier's employees for failing vetting, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.
- 32.5 The Supplier is responsible for ensuring all personnel supporting the contract, including but not limited to, sub-contractors employees are successfully vetted and shall ensure throughout the term of the Contract that they are at all times compliant with the vetting requirements of the PCC.
- 32.6 It is the Supplier's responsibility to ensure all staff working on this contract are vetted in line with the vetting requirements of the PCC and supply any information required by the PCC's vetting unit and any changes in circumstances that occur after vetting has taken place during the term of the Contract are notified to the PCC. Any delay in the performance of the Contract resulting from the Supplier's employees or sub-contractor employees not submitting fully and accurately completed forms and submitting any further information required or from declined vetting applications shall be the responsibility of the Supplier.
- 32.7 The Supplier shall keep an accurate and up to date record of their vetted employees and sub-contractors employees and must ensure that vetting remains current for any individual involved in the delivery of this Contract.

33. INDEPENDENT POLICE COMPLAINT COMMISSION

This Contract will be bound by the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015 and the Supplier must ensure that appropriate internal processes are in place to adhere to these regulations and that their staff are made aware of the ability of the Independent Police Complaints Commission to investigate any matters reported to them including but not limited to the conduct of the Supplier and their staff.

34. DISPUTE RESOLUTION PROCEDURE

- 34.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in the Contract, the Parties shall follow the procedure set out in this clause:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Person and the Contract Manager shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Person and the Contract Manager are for any reason unable to resolve the Dispute within the reasonable timescale set out in the Dispute Notice, the Dispute shall be referred to the appropriate senior member of procurement staff of the PCC and a similarly suitable employee of the Supplier who shall attempt in good faith to resolve it; and
 - (c) if the appropriate employees referred to in clause 34.1(b) are for any reason unable to resolve the Dispute within a reasonable time of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless

otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than the date set out in the ADR Notice.

34.2 Subject to clause 34.3 below, no Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute until the mediation has taken place, provided that the right to issue proceedings is not prejudiced by a delay.

34.3 If the Dispute is not resolved at mediation or either Party fails to participate or to continue to participate in the mediation, the Dispute may be finally resolved by the courts of England and Wales in accordance with clause 37.11 in this Contract.

35. TRANSPARENCY

35.1 Following the publication of the Statutory Instrument 2012 – Amendment 2479 (<http://www.legislation.gov.uk/ukxi/2012/2479/made>), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

35.2 As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

(a) All new contracts over the value of £10,000 to be published in full online;

(b) All items of spending over £500 per month to be published online.

35.3 To meet this requirement the PCC intends to publish all contracts over a value exceeding £10,000 on the Freedom of Information (FOI) page of the Bluelight Procurement Database (www.blpd.gov.uk).

35.4 The full list of criteria for which redactions may be permitted as set out as follows:

(a) Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000, regarding the disclosure of information;

(b) Provisions provided for in the Public Contracts Regulations 2015, regarding the disclosure of confidential information;

(c) Protection of personal privacy as required under the Data Protection Act;

(d) The protection of Intellectual Property Rights (IPR);

(e) Third party confidential information e.g. contracts with foster carers and child minders.

35.5 Information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner's Office www.ico.gov.uk.

36. BUSINESS CONTINUITY

36.1 The Supplier shall ensure that it implements and maintains at all times a Business Continuity plan.

- 36.2 Where a Business Continuity Event affects the PCC, the Supplier shall comply with instructions from the PCC where applicable as to the order of priority in which the services should be restored.
- 36.3 The Supplier shall undertake regular risk assessments in relation to the provision of the Services not less than once every six (6) months (or such other period as the Parties agree in writing) (commencing from the start of the Contract) and shall provide the results of, and any recommendations in relation to, those risk assessments to the PCC promptly in writing following each review.

The Supplier 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.

37. GENERAL

37.1 Assignment and subcontracting

- (a) The PCC may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract in the event of a change in the legal status of the PCC by reason of any statute.
- (b) The Supplier must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and shall not sub-contract except with the written consent of the PCC.
- (c) The Supplier will be liable under this Contract irrespective of any sub-contracting.
- (d) The Supplier shall be fully responsible for the acts and defaults of any Subcontractor as if they were his own.
- (e) If there is a breach of the provisions of this condition, the PCC shall be entitled to cancel the Contract immediately and clause 19 will apply.
- (f) Where the Supplier is permitted under clause 37.1(b) to enter into a Sub Contract agreement then that agreement shall fully comply with all the limitations and obligations of this Contract.

37.2 Notices

- (a) Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to the that Party at its registered office (if it is a company) or its principal place of business in the case of the PCC: 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST such other address as the PCC may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 37.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

37.3 Severance

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

37.4 Variation

Subject to clause 9, no variation of this Contract, any Order, Order Amendment or any document referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties (save for any documents referred to in this Contract which may expressly or implicitly vary from time to time). In the case of the PCC this must be by an Authorised Person.

37.5 Force majeure

Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 Business Days, either Party may terminate this Contract immediately by giving written notice to the Supplier.

37.6 Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

37.7 **Third party rights**

- (a) Except as expressly provided in clause 37.7(b) below, a person who is not party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- (b) This Chief Constable also has the benefit of this Contract and is able to enforce all the Supplier's obligations set out in the Contract.
- (c) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to any other party.

37.8 **Counterparts**

This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

37.9 **Entire Agreement**

- (a) This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

37.10 **Status**

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

37.11 **Governing law and jurisdiction.**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, laws of England and Wales, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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

Signature page to the provision of research support for public consultation on joint governance of Police and Fire and Rescue services - between the Police and Crime Commissioner for North Yorkshire and M.E.L. Research Limited

Signed by [REDACTED] - Policy and Scrutiny Manager
For and on behalf of **Police and Crime Commissioner for North Yorkshire**

Dated:

Signed by [REDACTED] - Project Director
For and on behalf of **M.E.L. Research Limited**

Dated:

Schedule 1

Contractor details schedule

Full name: M.E.L. Research Limited

Registered office/ principal place of business: 2nd Floor, 1 Ashted Lock
Birmingham Science Park Aston
Birmingham
B7 4AZ

Telephone: [REDACTED]

Registered number: 03000946

Address for notices (if different to above): As above

Contact name (person for whose attention notices to be addressed): [REDACTED]

SCHEDULE 2

Contract duration schedule

Initial Contract Period. The initial contract period shall be:

Commencement Date: 15th June 2017

Expiry Date: 15th October 2017

SCHEDULE 3

RFQ –

Requirement

The Policing and Crime Act (2017) makes provision for Police and Crime Commissioners (PCCs) to undertake an assessment as to whether a change in governance of the local Fire and Rescue Service would improve collaboration between these two services and with wider partners to the benefit of effectiveness, efficiency, economy and/or public safety.

In North Yorkshire, PCC Julia Mulligan has undertaken such an assessment and decided that there is a case for a transfer of governance to the PCC. As such a full Local Business Case (LBC) has been developed which now needs to be put to a public consultation to gather the views of the public and partners to contribute to the final LBC which will be submitted for consideration to the Home Office.

The Office of the Police and Crime Commissioner (OPCC) is seeking an agency to assist with research for this public consultation. The agency will be required to meet the code of conduct set out by the Market Research Society and be fully in line with national best practice; design and undertake a large representative survey of North Yorkshire residents; facilitate focus groups and public meetings as required by the OPCC; and provide an analytical report of the results of their work. The report will set out the result, any changes deemed necessary to the LBC, and will contribute to an Equality Impact Assessment prepared by the OPCC.

Scope and agreed outcomes

The scope and agreed outcomes of the project are defined in the OPCC 'Invitation to Quote' document and M.E.L. Research Limited's 'Proposal Document'.

Research support for public consultation on joint governance of Police and Fire and Rescue services

Summary

The Policing and Crime Act (2017) makes provision for Police and Crime Commissioners (PCCs) to undertake an assessment as to whether a change in governance of the local Fire and Rescue Service would improve collaboration between these two services and with wider partners to the benefit of effectiveness, efficiency, economy and/or public safety.

In North Yorkshire, PCC Julia Mulligan has undertaken such an assessment and decided that there is a case for a transfer of governance to the PCC. As such a full Local Business Case (LBC) has been developed which now needs to be put to a public consultation to gather the views of the public and partners to contribute to the final LBC which will be submitted for consideration to the Home Office.

The Office of the Police and Crime Commissioner (OPCC) is seeking an agency to assist with research for this public consultation. The agency will be required to meet the code of conduct set out by the Market Research Society and be fully in line with national best practice; design and undertake a large representative survey of North Yorkshire residents; facilitate focus groups and public meetings as required by the OPCC; and provide an analytical report of the results of their work. The report will set out the result, any changes deemed necessary to the LBC, and will contribute to an Equality Impact Assessment prepared by the OPCC.

The OPCC is setting a maximum budget of £30,000 for this piece of work, though proposals will be assessed against value for money, including value added.

The tender timeline is set out below. The consultation should take place between July and September, with the final report being delivered in early October.

Timeline

The timeline for tender and approximate delivery dates is:

Tender circulation date	Tuesday 30 th May
Contact period	30 th May – 9 th June
Tender closing date	Monday 12 th June, 13:00
Preferred supplier identified	Wednesday 14 th June
Contract start and launch meeting	Thursday 15 th June
Final report due	29 th September
Final report analysis meeting	2 nd October

Background

The Policing and Crime Act 2017

The Policing and Crime Act was given royal assent in January 2017. The Act places a high-level duty to collaborate on the emergency services (Police, Fire and Rescue and Ambulance). It also makes provision for local assessments by PCCs as to the most effective governance model for Fire and Rescue Services (FRS), giving them the ability to present a local business case to the Home Office where they perceive that a different governance model would generate improvements in economy, efficiency and effectiveness, and/or public safety.

At the heart of this is a clear case that by working together more closely, a better public service can be delivered to prevent the most vulnerable in our communities from coming to harm. Those who are most vulnerable to fire in their homes, for example, are often also likely to be vulnerable to burglary, fraud, substance abuse, mental ill-health, trips and falls, and/or economic and social disadvantage. The Policing and Crime Act therefore provides an opportunity for assessing how we can better respond to such needs and prevent vulnerability and harm, reducing strain on public services.

The Act enables PCCs to form part or all of the governance of their local fire and rescue service, either through sitting on the fire authority, or by replacing it. There are four options available: no change, the Representation Model, the Governance Model and the Single Employer Model. The Government has made it clear that the status quo is not acceptable.

The 'Representation' Model	The Governance Model	The Single Employer Model
<ul style="list-style-type: none"> PCC is represented on a FRA (or its committees) in their police area with full voting rights, subject to the consent of the FRA 	<ul style="list-style-type: none"> PCCs take on responsibility for the fire and rescue service(s) in their area Individual services retain their operational independence, their chief officers and, their own staff 	<ul style="list-style-type: none"> Fire functions are delegated to a single chief officer for policing and fire Services would remain distinct front line services, albeit supported by increasingly integrated support services

A local business case must be made to support proposals to introduce the governance or single employer model, subject to tests to ensure that changes will deliver improvements in economy, efficiency and effectiveness, and/or public safety. It is the PCCs prerogative to develop such a business case. The business case is then submitted to the Home Office, following formal local consultation, and the final decision is made by the Home Secretary.

Context of the Commission

North Yorkshire's PCC, Julia Mulligan, has taken the view that, given the possible operational benefits for public safety, such an assessment as made possible by the Policing and Crime Act is worth undertaking.

After a full and independent assessment of the options, the PCC has decided that a transfer of functions should be recommended and that the governance model should be implemented.

Across the country there are many excellent examples of how the police, fire and ambulance services are working together to achieve better outcomes for the public, while delivering value for money. The Emergency Services Collaboration Working Group published a *National Overview*¹ report at the end of 2016 which showcases many of these. There is ongoing, positive collaboration work between police and fire services in North Yorkshire, and between each of these and ambulance, health and other services, but there is clearly room for further efforts, and for efficiencies and greater effectiveness to be achieved. North Yorkshire, for example, does not feature in the *National Overview*.

The PCC therefore appointed PA Consulting to assess whether or not a different governance model would be beneficial, and if so which of the different governance options set out in the legislation would most effectively deliver these opportunities. The PCC instituted a governance and delivery structure to implement this process which is fully inclusive of Fire Authority, Fire and Rescue Service and Police Service at every level to ensure a robust and collaborative process.

The process consists of four stages. A collaboration options assessment considers the current state of play, the ambition for collaboration and available opportunities through workshops, interviews and research. The assessment has identified many opportunities around further and enhanced collaboration for both effectiveness and efficiency of services and for public safety. The impact of these would be to strengthen the service that can be provided to the public, especially in terms of primary prevention, community safety and vulnerability checks. Innovative schemes around the country are seeing local communities receive an enhanced, joined up service in response to anti-social behaviour, crime, fire and accident prevention, vulnerability assessment, and a speedier response to medical emergencies, reducing harm and saving lives.

This collaboration assessment forms the basis for a governance options assessment that considers how this ambition might best be realised. It considers two tests through strategic and economic analysis:

- Whether a change in governance would drive economies, efficiency and effectiveness in both police and fire services by significantly accelerating the pace and efficacy of collaboration between these services and their wider partners, to the benefit of public safety; and
- Whether a change in governance would deliver wider benefits relating to transparency and accountability.

These factors for change, if proven, have to be balanced against the complexity that could be involved in making the change, which could result in disruption and affect performance.

This assessment, and the LBC, use the Treasury's Five Case model, looking at the strategic, economic, commercial, financial and management cases for change, and will follow guidelines set out by the Association of Policing & Crime Commissioners' Chief

¹ Attached with this briefing. Further copies may be requested from the Office of the Police and Crime Commissioner – info@northyorkshire-pcc.gov.uk.

Executives. A wide range of stakeholders have been included in this process, from police, fire and local governance groups, officers and staff, to other public sector partners, police and fire unions, and relevant Government departments.

The final stage is a formal public consultation gathering public opinion, feedback and degree of support for the proposal. This public consultation must follow a robust process in line with best practice and legal requirements for local government consultations. It must gather views not only from the public, but from a range of local stakeholders, partners and government and professional bodies. The OPCC has developed a consultation strategy which can be found at appendix one.

Objectives

The purpose of this commission is to provide an assessment of local opinion with regard to the LBC and recommend any consequent changes.

The agency will be required to meet the code of conduct set out by the Market Research Society and be fully in line with national best practice; design and undertake a large representative survey of North Yorkshire residents; facilitate focus groups and public meetings as required by the OPCC; and provide an analytical report of the results of their work. The report will set out the result, any changes deemed necessary to the LBC, and will contribute to an Equality Impact Assessment prepared by the OPCC.

- A public consultation survey that is fully inclusive, representative and which meets with best practice.
- Qualitative and quantitative analysis of all feedback to assess the response, determine the outcome of the consultation, and allow the PCC to respond to any representations made.
- Evidence-based recommendations as to any changes to the LBC that should be considered.
- Recommendations as to an assessment of equality issues to feed into an Equality Impact Assessment.

In accordance with the high standards of transparency that the OPCC holds, the agency should expect that key documents will be made public.

Target Audiences

- The public of North Yorkshire, including harder to reach groups.
- Interest groups with links to policing, fire and rescue and community safety.
- Public sector organisations, partners and/or stakeholders, including councils, Police and Crime Panel, North Yorkshire Police, North Yorkshire Fire Authority, North Yorkshire Fire and Rescue Service, the NHS including CCGs and hospital trusts, Yorkshire Ambulance Service, Community Safety Partnerships, Safeguarding Boards, UNISON, policing associations, fire unions and associations.

Expected Activities

Working with the OPCC during the contact period, the agency would need to deliver a range of activities, suggested below over a 10-week consultation period from mid-July. We are also looking for ideas on additional activities you would recommend in order to deliver as full a consultation as possible. We are open to agencies collaborating with other agencies in order to deliver a wider range of services.

Consultation

To include, but not limited to:

- Development of survey questions in consultation with the OPCC
- A representative survey of c.1,500 North Yorkshire residents covering all districts and demographics
- Facilitation of OPCC-organised focus groups with key stakeholders (c.8 focus groups in different locations around North Yorkshire)
- Facilitation of public events (administered by the OPCC) in each district – York, Harrogate, Skipton, Northallerton, Malton, Scarborough, Richmond and Selby
- Consideration of a social media consultation using Facebook, Twitter and Instagram, which should also include a strategy for handling negative feedback as well as positive (please note there is implementation support available for this within the OPCC)

Reporting

To include, but not limited to:

- Qualitative and quantitative analysis of all results and feedback
- Highlighting of statistical variations and significant findings as appropriate
- Recommendations of changes to the LBC resulting from the findings
- An assessment of findings against the requirements of an Equality Impact Assessment
- A final consultation analysis briefing with the PCC to deliver a summary of findings and next steps.

Deliverables

The successful agency will deliver two reports:

- A final consultation analysis report detailing findings, determining the outcome of the consultation, recommending changes to the LBC that should be considered, and recommending findings relevant to an Equality Impact Assessment.
 - This report will be due by 13:00 on 29th September 2017.

The agency will also provide the OPCC with a full statistical breakdown of survey responses and with the raw survey data.

In accordance with the high standards of transparency that the OPCC holds, the agency should expect that key documents will be made public.

Instruction for proposals

Your proposal should include the following information:

- Your understanding of the background to this work and of the role of the PCC and how this would shape your approach to the brief
- Three case studies of similar work for public sector clients.
- Your proposed activities to help the OPCC deliver a full public consultation that meets with rigorous standards and best practice.
- Your proposed process, stages of work, methodologies and a project schedule / timings, working to the deadlines set out above.
- Any potential barriers and issues you anticipate and how they might be overcome.
- A breakdown of your financial quote – how you will allocate the fees and any expenses within the total you are quoting.
- Your standard day rates for the people who will deliver this project and the number of days each person will spend on the job.
- Your proposed project team and their biographies demonstrating why they have the skills and experience to fulfil the brief.
- Any discounts / added value you are prepared to offer bearing in mind that value for money will be important during the evaluation process.

Budget

We are looking for proposals of up to £30,000 + VAT.

The budget must cover all fees and expenses, including recruitment of respondents to any groups or surveys, equipment costs, expenses, etc. Venues will be booked and paid for directly by the OPCC.

Please note that whilst an upper limit has been set, value for money is a key criteria in the assessment of quotes, and potential suppliers will need to clearly demonstrate this in their responses.

Information Meeting

Any questions and requests for meetings should be sent to [REDACTED], or by phone on [REDACTED].

The OPCC is keen to discuss their requirements with agencies prior to receiving their submissions.

Selection Process

The closing date for proposals is **13:00, Monday 12th June, 2017**. Proposals will be considered and the contract will be awarded by Wednesday 14th June, 2017.

Selection will be based on:

- Value for money – 30% weighting
- Detailed methodology and projected outcomes – 30%
- Evidence of ability to deliver against the brief: case studies, staff skills and experience, schedule of work – 20%
- Ability to understand the context in which this brief has been issued and the 'business' of the Police and Crime Commissioner – 20%

The successful agency needs to be ready to commence work on **Thursday 15th June, 2017** when there will be a project set up briefing.

Appendix 1 – Consultation Strategy

Consultation Strategy

This document sets out the North Yorkshire Office of the Police and Crime Commissioner’s (OPCC) strategy for undertaking a full public consultation on the Police and Crime Commissioner’s local business case regarding the governance of the North Yorkshire Fire and Rescue Service.

This strategy sets out the requirements of the consultation and the OPCC’s approach to ensure the consultation is fit for purpose and meets the legal requirements and best practice principles of public sector consultation.

Background

National context

Our emergency services have had a responsibility to collaborate with each other in order to ensure that they are providing the most effective, efficient and best value public service for decades.

However, the Policing and Crime Act, which came into effect in January 2017, now places a statutory high-level duty to collaborate on the emergency services (Police, Fire and Rescue, and Ambulance). It also makes provision for local assessments by Police and Crime Commissioners (PCC) as to the most effective governance model for Fire and Rescue Services (FRS), giving them the ability to present a local business case to the Home Office where they perceive that a different governance model would generate improvements in economy, efficiency and effectiveness, and/or public safety.

The Government has made it clear that it expects to see greater joint working not only delivering efficiencies and savings to the public purse, but also more effective services that improve public safety and resilience. In a

“The government believes that greater joint working can strengthen the emergency services and deliver significant savings and benefit for the public. It has already invested over £70 million to help drive blue light collaboration programmes. Although there are many good examples locally of joint working between the emergency services, the overall picture remains patchy and much more can be done to improve taxpayer value for money and the service to communities.”²

The Government have been clear that the status quo is not sufficient and that there must be improvement. In describing the measures set out by the Policing and Crime Act, Brandon Lewis, Minister for Policing and Fire said that “by overseeing both police and fire services, I am clear that PCCs can drive the pace of reform, maximise the benefits of collaboration and ensure best practice is shared.”³

Governance Options

To facilitate better collaboration and improve emergency services, the Act proposes three alternative options to the status quo.

These are:

Representation model

The PCC is represented on a Fire and Rescue Authority (and its committees) in their police area with full voting rights, subject to the consent of the Fire and Rescue Authority. In North Yorkshire, this would see the PCC join North Yorkshire Fire and Rescue Authority (NYFRA).

Governance model (referred to as Transfer of Functions in North Yorkshire)

The PCC takes on legal and overarching responsibility for the provision of the fire and rescue service(s) in their area. Individual services retain their operational independence, budgets, their chief fire officers and their own staff. In North Yorkshire, this would see the PCC becoming the NYFRA.

Single employer model

² HM Government (2015), [Enabling Closer Working - Consultation](#)

³ Brandon Lewis (2017), [Fire Minister’s speech to Reform](#)

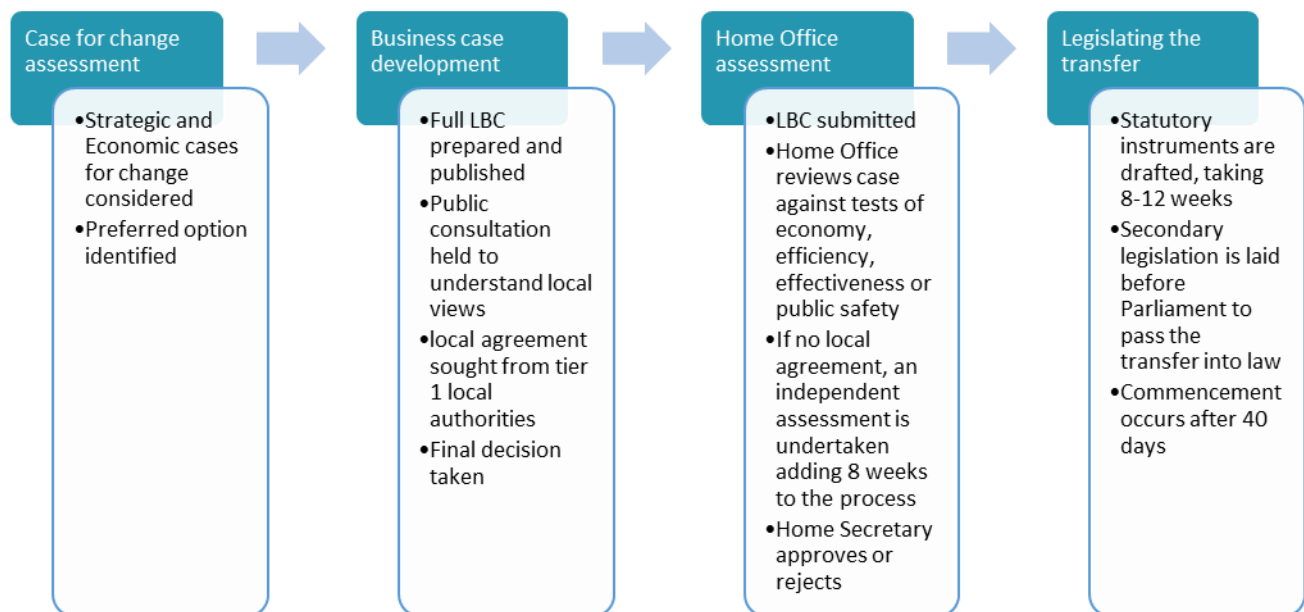
The PCC would become the NYFRA but, in addition, fire and rescue functions are delegated to a single chief officer for policing and fire. Within this model, the services remain distinct front line services with separate budgets, albeit with increasingly integrated support services.

In North Yorkshire, an assessment has been undertaken, and a preferred option of the Transfer of Functions model is being put forward.

Process

The Policing and Crime Act specifies a process whereby PCCs assess the case for change and, if a case is seen to exist to move to the governance or single employer model, prepare a full local business case (LBC) in accordance with the Treasury’s five case model, demonstrating how the change is in the interests of economy, efficiency, effectiveness and public safety.

If this is done a public consultation must be held on the proposal. The PCC then makes her final decision as to whether to submit the LBC to the Home Office. If so, the Home Secretary then reviews the case and takes the final decision whether to approve it or not. If approved secondary legislation is laid before Parliament to put in place the statutory instruments to make the transfer possible.



Approach

In North Yorkshire, the PCC has taken a collaborative approach to this process, instituting a structure that allows for the input and collaboration of key stakeholders from the beginning of the process.

This approach will be reflected in this consultation, which will aim to engage with a range of stakeholders as well as the public to gather and assess many and diverse perspectives. North Yorkshire is the largest county in England, containing many different communities – from the historic urban centre of York to seaside towns, rural villages, isolated hamlets and farms, and the sparsely populated Yorkshire Dales and North York Moors national parks.

This consultation seeks to engage across the county to explore and listen to the public’s opinions about the opportunities that the LBC presents. It will present an evidence base for an innovative and fresh vision for how community safety can be delivered in North Yorkshire.

Objectives

The objectives of this consultation are to:

- develop public understanding about the options set out by the Policing and Crime Act and about the rationale for the preferred option put forward by the PCC
- set out to the public the criteria and factors that will be important in the decision-making process
- effectively obtain the views and opinions of a broad range of stakeholders across North Yorkshire on the benefits of the options explored in our LBC
- inform the PCC of the public’s opinion to enable her to consider their views and possible amendments to the LBC, and to inform her final decision

- ensure that the PCC discharges her duty to consult as set out in the Policing and Crime Act in line with legal requirements and best practice in public consultation

Legal Requirements

The Association of Police and Crime Chief Executives has set out guidance based on the Policing and Crime Act requirements. This guidance is set out below.⁴

Prior to submitting a business case to the Secretary of State, a PCC is required to meet a number of consultation duties as set out in the Policing and Crime Act 2017 Schedule 1 Part 1. These are:

- consulting each relevant upper tier local authority about the business case;
- consulting people in their local police force area about the business case;
- consulting those who the PCC considers represent the views of employees who may be affected by the PCC's proposal including fire and rescue personnel and police staff;
- consulting those who the PCC considers represent the views of members of the police force who may be affected by the PCC's proposal; and
- publishing a summary of the PCC's response to the representations and views expressed in response to the consultation.

The Act does not prescribe how PCCs should go about meeting these requirements. This reflects the principle that PCCs are best placed to determine locally how to consult their local communities based on the nature of their case and its complexity. There is, however, related case law and best practice in this area that PCCs may wish to draw on when considering how to discharge their consultation duties.

Consultation will need to demonstrate that it meets two criteria.

1. It adheres to the **Gunning Principles of good consultation:**

- consultation must take place when the proposal is still at a formative stage;
- sufficient reasons must be put forward for the proposal to allow for intelligent consideration and response
- adequate time must be given for consideration and response
- the product of consultation must be conscientiously taken into account.

Recent case law has also added two further principles:

- the degree of specificity regarding the consultation should be influenced by those who are being consulted;
- the demands of fairness are likely to be higher when the consultation relates to a decision which is likely to deprive someone of an existing benefit.

2. It adheres to the government **Consultation Principles 2016:**⁵

Consultations should be clear and concise

Use plain English and avoid acronyms. Be clear what questions you are asking and limit the number of questions to those that are necessary. Make them easy to understand and easy to answer. Avoid lengthy documents when possible and consider merging those on related topics.

Consultations should have a purpose

Do not consult for the sake of it. Ask departmental lawyers whether you have a legal duty to consult. Take consultation responses into account when taking policy forward. Consult about policies or implementation plans when the development of the policies or plans is at a formative stage. Do not ask questions about issues on which you already have a final view.

Consultations should be informative

Give enough information to ensure that those consulted understand the issues and can give informed responses. Include validated assessments of the costs and benefits of the options being considered when possible; this might be required where proposals have an impact on business or the voluntary sector.

Consultations are only part of a process of engagement

Consider whether informal iterative consultation is appropriate, using new digital tools and open, collaborative approaches. Consultation is not just about formal documents and responses. It is an on-going process.

⁴ APACE (2017), [Police and Fire Business Case: Guidance for OPCC CEOs](#)

⁵ HM Government (2016), [Consultation Principles](#). These have been adapted to suit local consultation. This government document does not have legal force and is subject to statutory and other legal requirements.

Consultations should last for a proportionate amount of time

Judge the length of the consultation on the basis of legal advice and taking into account the nature and impact of the proposal. Consulting for too long will unnecessarily delay policy development. Consulting too quickly will not give enough time for consideration and will reduce the quality of responses.

Consultations should be targeted

Consider the full range of people, business and voluntary bodies affected by the change, and whether representative groups exist. Consider targeting specific groups if appropriate. Ensure they are aware of the consultation and can access it. Consider how to tailor consultation to the needs and preferences of particular groups, such as older people, younger people or people with disabilities that may not respond to traditional consultation methods.

Consultations should take account of the groups being consulted

Consult stakeholders in a way that suits them. Charities may need more time to respond than businesses, for example. When the consultation spans all or part of a holiday period, consider how this may affect consultation and take appropriate mitigating action.

Consultations should be agreed before publication

Seek collective agreement before publishing a written consultation, particularly when consulting on new policy proposals.

Consultation should facilitate scrutiny

Publish any response on the same page as the original consultation, and ensure it is clear when the PCC has responded to the consultation. Explain the responses that have been received from consultees and how these have informed the policy. State how many responses have been received.

Responses to consultations should be published in a timely fashion

Publish responses within 12 weeks of the consultation or provide an explanation why this is not possible. Where consultation concerns a statutory instrument publish responses before or at the same time as the instrument is laid, except in exceptional circumstances. Allow appropriate time between closing the consultation and implementing policy or legislation.

Consultation exercises should not generally be launched during local or national election periods.

If exceptional circumstances make a consultation absolutely essential (for example, for safeguarding public health), departments should seek advice from the Propriety and Ethics team in the Cabinet Office.

Consultation Timeline

In North Yorkshire, the PCC has set out her timeline for consultation as follows:



Stakeholders

In North Yorkshire the PCC has made it clear that this consultation should reach as broad an appropriate audience as possible. The main stakeholder groups are listed below.

The public

- Representative sample
- Community groups
- Businesses

Local Authorities

- North Yorkshire County Council and City of York Council
- MPs
- Fire Authority
- Police and Crime Panel
- District and Borough Councils
- Town and Parish Councils
- Clinical Commissioning Groups and Hospital Trusts
- Safeguarding Boards
- Community Safety Partnerships

Emergency Services

- Fire officers and staff
- Police officers and staff
- Unions and staff associations
- Yorkshire Ambulance Service

Media

- Newspapers
- Emergency services professional publications
- Local and regional radio and television stations
- Social media

Methodological Overview

In North Yorkshire, the PCC has stipulated that the consultation must meet with rigorous standards, legal requirements and best practice principles of public sector consultation.

We will ensure that consultation documents are concise and clear, written in plain language that can be understood by the intended audience, avoiding jargon at all times.

Subject to a full consultation plan, our consultation methods are as follows.

Survey

- An online survey accessible via a dedicated webpage (see Media)
- Face-to-face and telephone representative sample
- Officer and staff survey for fire and police
- Hard copy versions circulated to public buildings and by request with freepost return address (see also Leaflet)
- Easy read and other language versions

Leaflet

- A public information leaflet also containing the survey for distribution to public buildings with freepost return address

Public notices and meetings

- Public consultation notices distributed to all councils, and posted at police and fire stations where possible
- Public meetings or events across the county attended by the PCC where possible to advertise the consultation, provide information and allow for completion of surveys
- PCC engagement with County, City, Borough and District Council public meetings to present the LBC
- Key stakeholder focus groups to present the LBC and gather views

Media

- A dedicated webpage which will accessibly host the consultation information
- An ongoing social media campaign will be used to keep the public up-to-date on the process and will be used as an effective tool to gather feedback
- PCC to provide press release to newspapers, features to industry magazines, and radio and TV interviews
- A list of FAQs will be prepared in advance so that all press requests can be met in a timely and informative manner
- A simple and easy to understand animated video, lasting less than five minutes, will outline the background and relevant information in plain English with subtitles
- A second short video will involve the PCC speaking to camera about her preferred option and her rationale for putting it forward to the public


M.E.L. Research Limited’s ‘Proposal Document’


Why M·E·L Research?

M·E·L Research is a full-service social research agency, that operates in the public services domain. We predominantly provide services to Central Government Departments, Arm’s Length Management Organisations, Non-Departmental Government Bodies, Local Authorities, Social Housing providers, the NHS, CCGs and wider Public Health teams (now imbedded back in local authorities), Police and Criminal Justice services, and wider Third Sector organisations.

M·E·L stands for **measurement, evaluation, learning** – three key qualities in using evidence to shape better, citizen-focused public services. With over 30 years’ experience, our holistic approach is very different from the type of service you get from conventional research agencies. We stand for standards of excellence in:

 **Measurement:** Precision-grade and diverse research techniques to generate reliable research evidence;

 **Evaluation:** Interpreting and understanding the findings – using conceptually robust evaluation frameworks to interpret what the data is saying; and,

 **Learning:** Practical actions and solutions, using the research and engagement evidence to help improve delivery and performance.

This consultation and engagement programme is being commissioned at a time of fast paced and continuous change and unprecedented budget pressures in local public services, where there are increased pressures on services and decreasing budgets. This is true for all public sector agencies, whether local authorities, the NHS or those operating within policing and emergency services. Consulting on options that might generate improvements in economy, efficiency, effectiveness and improving public safety therefore comes at an opportune time.

Our longstanding involvement as community consultation experts means we understand what our clients need from consultation, and can offer high quality, insightful support. As a social research agency, our ethos and culture is also very much aligned to the approach the PCC is taking and we confirm that we will work with you and develop the consultation process in the same vein.

We are currently conducting the public consultation into a Fire and Police joint transformation programme for the Office of the Police and Crime Commissioner for Staffordshire, which is also considering the Governance Model. This means that we are very aware of the ‘business’ of the North Yorkshire Police and Crime Commissioner and understand the context in which this brief has been issued.

More widely, the North Yorkshire Police and Crime Plan 2017-2021 sets out four priority areas, including a priority for ambitious collaboration. This states:

“Many issues facing the police, old and new, cannot be resolved by the police alone and we need to work with others to keep people safe and prevent harm. To serve our communities best we will pursue an ambitious collaboration programme, with an open-minded and outward-facing perspective to ensure the right services are available to address both individual and community safety.

By working together better, we will improve the resilience and co-ordination of services in our communities and enhance their effectiveness.

To better tackle some of the most serious threats and criminality, we will make a step change in police/police collaboration. This means we will play a full part in meeting our obligations under the Strategic Policing Requirement and in forging regional and national collaborations, which improve efficiency and effectiveness locally.”

Two of the priority objectives will also be supported by the development of the LBC:

Objective 1: Fully embrace the opportunities presented by the 2017 duty to collaborate between 'blue light' services to deliver a more efficient and effective response that improves public safety and the resilience of services in our community.

Objective 4: Maximise collaboration opportunities with local partners to improve effectiveness and make tangible efficiencies. Ambitiously develop the plans already in place to share premises and services, resulting in a willingness between partners to work more closely together.

Our wider experience

M·E·L Research has a long standing record of working within police and emergency services arenas and we have been one of just six research providers on the England and Wales Police framework agreement for **Public Opinion Polling and Staff Surveys**, managed by Thames Valley Police, for the past 5 years.

We have a long track record of working with Staffordshire Police and the Office of the Police and Crime Commissioner for Staffordshire. We are currently undertaking fieldwork for wave 21 of their biannual **“Feeling the Difference” Survey**. We have been undertaking this six-monthly survey of 1,650 residents across Staffordshire since 2007. In the late autumn of 2016 we undertook the Staffordshire PCC and Staffordshire Police **‘awareness of cybercrime’ survey** with 1,650 adults aged 16 and over across the County, while in 2013/14 we undertook the **‘Safer, Fairer, United Communities for Staffordshire’** consultation for the PCC amongst 1,200 residents in the target groups of BME, young people aged 16-20 and residents of high crime/fear of crime areas.

In 2012/13 we undertook the **Staffordshire Police ACPO Survey**. The Association of Chief Police Officers (ACPO) was developing standards for policing across the UK about the gifts and hospitality that police officers can receive. M·E·L were commissioned to undertake 1,000 telephone interviews with residents across England and Wales to understand their views about the guidance, whether people think it was appropriate and whether they think it would be effective.

More widely we have undertaken a number of service redesign reviews for the **Police and Crime Commissioner for Greater Manchester** into how the ‘Digital by Default’ agenda and use of new technology may help alleviate pressures on services (see case study 3 below).

For **West Midlands Police**, in 2006 we undertake a pilot study of the Neighbourhood Policing within two West Midlands Police Operational Command units, in 2007, we conducted six discussion groups with members of the public to explore satisfaction with the service offered by the Police in response to racist and violent crime incidents, from 2005 to 2012 we undertook the quarterly ‘Feeling the Difference’ survey work, an evaluation of the Kings Norton 3 Estates PCSO's and their impact on feelings of safety in the area in 2008 and an Accessibility Insight Project in 2014 that looked to measure user satisfaction at Police front counters across the West Midlands.

We also currently undertake victims of crime surveying for both **Thames Valley Police** and **Bedfordshire Police** (and have been doing so since 2011), and have previously done so for **Cleveland Police** (2011 to 2015), and **Hampshire Police** (2014/15).

For **Surrey Police** and Surrey County Council, we undertook their Joint neighbourhood Survey (monthly waves between 2013 and 2015), we provided a community survey – “Safe and Satisfied” - for **Wiltshire Police** (quarterly waves between 2008 and 2014) and a community survey for **Leicestershire Police** (monthly waves between 2011 and 2013).

With over 30+ years' experience behind us, we can confidently deliver what we know clients value, rather than just operating anonymous mass produced surveys. Our reputation for technical excellence has been recognised through our accreditation as a formal **Market Research Society (MRS) Company Partner**, testifying to the technical standards of excellence displayed by our consumer research techniques.

In particular, this means we strictly adhere to the principles of the MRS Code of Conduct, which has high levels of synergy with the nine Policing Principles within The College of Policing Code of Ethics 2014 - Accountability; Openness; Fairness; Selflessness; Honesty; Leadership; Integrity; Objectivity; Respect.

The Principles of the MRS Code of Conduct are that:

1. Researchers shall ensure that participation in their activities is based on voluntary informed consent.
2. Researchers shall be straightforward and honest in all their professional and business relationships.
3. Researchers shall be transparent as to the subject and purpose of data collection.
4. Researchers shall respect the confidentiality of information collected in their professional activities.
5. Researchers shall respect the rights and well-being of all individuals.
6. Researchers shall ensure that participants are not harmed or adversely affected by their professional activities.
7. Researchers shall balance the needs of individuals, clients, and their professional activities.
8. Researchers shall exercise independent professional judgement in the design, conduct and reporting of their professional activities.
9. Researchers shall ensure that their professional activities are conducted by persons with appropriate training, qualifications and experience.
10. Researchers shall protect the reputation and integrity of the profession.

We also have a long track record of engaging with multiple stakeholders using a variety of methods, all following strict Government and other consultation principles, including the Gunning principles. Pertinent to the PCC project is our relatively recent work with the Castle Vale Neighbourhood Partnership Board (CVNPB) (we've been worked with Castle Vale Housing Action Trust (CVHAT) since 1992). In 2011/12 M·E·L Research assisted CVNPB in drafting the evaluation element within a Community Budget submission document for a pilot scheme being commissioned by DCLG. We worked as a partner with CVNPB in monitoring and evaluating health and wellbeing initiatives in Castle Vale as part of its 20-year baseline and tracker evaluation research for the area. We worked with CVNPB on the subsequent DCLG community budget pilot scheme evaluation, a **devolved governance model** being developed to bring a range of local agencies together under a **Community Partnership format**, from 2012 to 2014.

We have undertaken projects for the Welsh Assembly Government 2013-15 – looking at sustainable development programme included a joint governance model for sustainable development in Wales involving Welsh Assembly Government, Environment Wales, and Cynnu Cymru (third sector umbrella).

Similarly, our current work (2017) with Nottingham City CCG includes a range of public engagement programmes which are evaluating a new multi-agency governance model for engaging healthcare service development based on a Peoples Council plus a Community Partners Framework comprising CCG and provider trust agencies.

Perhaps the most transferable examples of our work are in our Statutory Consultation areas. Over the last few years we have conducted Private Landlord Selective Licensing Scheme consultations for the London Borough of Barking and Dagenham (2014) and the London Borough of Croydon (2015) and a Selective and Additional Licensing Scheme consultation for the London Borough of

Hammersmith and Fulham (2016) and a similar consultation for Sefton Council. We also undertook a statutory consultation for Haringey Council on the Test of Tenant Opinion (2015).

Case study one: London Borough of Hammersmith and Fulham, Selective and Additional Licensing Scheme consultation

Public and stakeholder consultation was undertaken to determine the levels of support for the council's proposals (5 in total – including a 'do nothing' proposal).

The consultation took place over 12 weeks from 7th July 2016 to the 30th September 2016. The council produced a detailed document entitled 'Improving the private rented sector' which provided background to private sector housing in the borough; **the Council's business case**; how the plans support the Council's wider objectives; a summary of the proposals; what the benefits are to landlords and tenants; five proposed options; the licensing fees and how they have been calculated; the structure of the proposed licensing scheme; details of the public consultation and timeframes and how the results would be analysed to feed into the decision making process.

Methodology

The consultation was undertaken using a range of methods including face-to-face interviews, online surveys and feedback forms, letters and email correspondence, a public event and semi-structured telephone interviews with wider stakeholders. M·E·L's Freephone helpline and a dedicated email address was also provided, allowing additional feedback mechanisms to allow inclusivity.

Borough-wide residents' survey

To provide the council with robust data for the consultation, that was representative of the adult (18+) population, we undertook a doorstep face-to-face survey across the borough. A stratified random sample of 1,104 households were interviewed, representative by gender, age, ethnicity and wards using a computer assisted personal interview (CAPI) methodology. Interviewers used showcards that contained relevant background information on each proposal to allow respondents to make informed choices. Interviews were undertaken by experienced M·E·L Research interviewers, who are trained to Market Research Society standards.

Housing in Multiple Occupation (HMO) tenants consultation

An additional sample of 801 HMO tenants were interviewed using a doorstep face-to-face survey by experienced M·E·L Research interviewers.

Online consultation and publicity

A wider publically available online survey was publicised to encourage responses from landlords, agents, tenants, residents and other interested parties. This was hosted on the Council's website, and was publicised on the main page of the website. This included a downloadable version of the consultation document. A dedicated consultation email address was set up to which interested parties could email directly should they have any additional comments or suggestions.

Additionally, c.18,000 flyers were printed and distributed to properties in the areas where selective licensing was being proposed (where there were also HMO properties), to promote the online consultation. It was also promoted via the council's Twitter account and advertised in the local press and the London Property Licensing website/twitter.

An e-shot with details about the consultation, along with a link to the consultation page was sent to all known landlords, letting agents and managing agents by the council. An email with the link to the consultation page was also sent by M·E·L Research to a range of community groups to gather views from these groups and support an Equality Impact Assessment.

The council also ran a **Landlords Forum** on the 14th July 2016 and M·E·L Research were asked to present on the consultation. Landlords were given information on the consultation options and details on how they could take part in the online survey and have their say. In total, over 50 landlords attended the forum.

Online consultation for neighbouring boroughs

A separate online survey for interested parties in neighbouring boroughs was developed and hosted on the Council's website. It was also hosted on neighbouring borough council's websites or sent via mailshots and emails to local authorities including Brent, Richmond upon Thames, Kensington and Chelsea, Wandsworth and Hounslow. Mailshots to landlords in Richmond and Brent by their local council were also undertaken to promote the consultation.

Wider stakeholder consultation

Semi-structured telephone interviews were also undertaken with a range of stakeholders. These included neighbouring authorities, third sector organisations and charities working within the sector, landlords groups and alternative PRS schemes that are operating in England.

Reporting the findings

The report provided the main findings from each of the different consultation methods listed above, as well as considering views of additional respondents gathered from email correspondence, online forms, letters, etc. It provided the findings of the overall level of support for the proposed schemes; the likely impact of the proposed schemes; views on the licensing fees; views and experiences of anti-social behaviour (ASB) and the private rented sector (PRS) in the borough; Private Rented Property tenant views and experiences and

The inclusivity of the approach taken ensured that a wide range of views were gathered, including a statistically robust and representative survey of residents and tenants, as well as feedback from landlords and agents.

Case study two: Surrey Heartlands Sustainability and Transformation Plan (STP)

Surrey County Council and NHS organisations across the county are responsible for deciding how to prioritise and allocate available funds to the wide range of vital services they provide. The budget setting process involves complex, and sometimes difficult decisions, which reflect national and local priorities, as well as the needs, wants and aspirations of its 1.15 million residents.

Reductions in Local Government and NHS budgets and an increase in demand for both NHS and social care are putting services under considerable pressure. The way that those services are currently delivered is not sustainable and partner organisations need to consider alternative approaches to meeting the health and social care needs of their residents in the future.

Moving towards integrated health and social care services has become a fundamental part of the way the NHS and County Council are developing and delivering services for adults and children across Surrey. This integration will support the provision of better outcomes to Surrey residents and enable partners to sustainably manage demand for health and social care services.

NHS Sustainability and Transformation Plans

The NHS Sustainability and Transformation Plans (STPs) are a key element in the integration of health and social care services. These place-based, five-year plans are built around the needs of local populations and are intended to identify benefits to be realised in the short and longer term. This will help organisations within the STPs to meet their immediate (16/17) financial challenges, ensuring that the investment secured by the NHS in the Spending Review does not merely prop up individual institutions but is used to drive sustainable transformation in patient experience and health outcomes over the longer-term.

STPs will be the overarching strategic plan for local health and care systems covering the period October 2016 to March 2021 and represent a significant shift in NHS planning towards a place-based approach (as opposed to solely asking individual organisations to produce their own plans). Whilst the STPs are principally NHS plans covering all areas of NHS Clinical Commissioning Group (CCG) and NHS England commissioned activity, the County Council has been fully engaged in shaping and developing the plans across Surrey to help ensure a truly place-based approach and the inclusion of plans for integrating health and social care services.

M-E-L Research were commissioned to undertake a County-wide consultation with a wide range of stakeholders, including the public, CCGs and health practitioners, local district and borough councils, the local VCS and wider stakeholders. This included:

- Delivery of a deliberative research workshops that helps the County Council and its partners in the NHS understand the informed opinion of residents and their priorities in relation to a range of Health and Social Care issues in each of the eight districts and boroughs within the STP footprint;
- Dissemination of emerging findings throughout August and September (as the project progressed) to feed into the final plan for the Surrey Heartlands STP area at the end of September;
- Delivery of a quantitative/conjoint face-to-face survey that helps the County Council and its partners in the NHS understand and quantify the informed opinion and priorities of a statistically representative sample of
1,500 Surrey Heartlands residents in relation to a range of Health and Social Care issues;
- Recruitment of a statistically representative online panel of Surrey residents to allow the County Council's
Research and Intelligence team to conduct regular online survey work;
- Delivery of a final written report in 1:3:25 format at the end of the project.

Our approach

We reviewed national policy documents to shape and structure the research and consultation, including: Healthy Lives, Healthy People; The Marmot Review; No Health without Mental Health; the NHS Five Year Forward View which focuses on the links between preventative illness and death and lifestyle risk factors; and the recently published Community-Centred Approaches to Health and Wellbeing which places community engagement and empowerment at the heart of health behaviour change initiatives. The recently published work by the King's Fund was highly relevant for greater old age inequalities linked to deprivation and income given its focus on the key driver behind much in the local Prevention Strategy - inequalities in life expectancy.

This study explored the key influencers of life expectancy and why some areas perform particularly well or poorly on this measure over time.

The analysis supports the role that lifestyles play in contributing to life expectancy outcomes, and found that unemployment and deprivation amongst older people play a key role in contributing towards life expectancy inequalities. We therefore ensured that life styles and life stage were also included in our analysis.

Case study three: Greater Manchester Police channel shift

The Office of the Police and Crime Commissioner of Greater Manchester commissioned M·E·L Research to undertake to an insight project to better understand how and why residents were contacting the police. This work was designed to provide insight and evidence to inform the Greater Manchester Police channel shift strategy with a particular focus on a digital self-serve offer.

The primary aim of the study was to provide a snapshot of views held by Greater Manchester residents focusing on:

- Why people contact GMP;
- How people contact GMP;
- How people would prefer to contact GMP; Why some people choose not to contact GMP; and
- In what circumstances they choose not to contact GMP.

And specifically:

- Begin to understand what the citizen wants in various situations e.g. just a crime number in order to satisfy an insurance company requirement, crime prevention advice, reassurance;
- Begin to understand how the citizen wants to access the above (e.g. is there a demand for on line crime reporting or are the current telephone methods satisfactory);
- Begin to identify reasons citizens do not contact us (e.g. why is only a percentage of crime or ASB reported, is this because the police don't offer a channel that suits the citizens requirements, do they just not need or want our service, or do they doubt that the police will be able to assist them);
- Identify if the citizen understands which services the police provide, and which partners offer;
- Begin to get an insight into the citizens needs and wants;
- Begin to understand Citizen segmentation.

This would be drawn from all the people who live, work, socialise and commute in and through Greater Manchester and include those who are regarded as "difficult to reach". It would also need to include both active and passive service users.

Study design

In order to scope and design the study we worked closely with GMP's Project Manager within the Change and Transformation Branch as well as other key stakeholders, including the Digital Business Change Lead, the Corporate Communications Team, the Criminal Justice Partnerships Manager at the OPCC, the Head of External Relations and Performance, one of the force's ACC's and the local VCS to aid recruitment.

Methodology

The consultation was undertaken using a two-stage approach. Firstly a series of qualitative workshops were undertaken with a range of residents (as identified above) across Greater Manchester. Recruitment was also aided by use of our GIS information system and customer segmentation tool, ACORN.

A series of scenarios were developed to aid the discussions and to help understand what trigger points might lead to behaviour change and channel shift in citizens. Citizens also worked on survey questions, helping the force to prioritize the questions which were really important to include in the follow-up stage.

The second stage was a quantitative telephone survey of 550 residents, developed based on the findings from the qualitative stage. This second stage explored:

- General opinion about Greater Manchester Police and awareness of contact methods;
- How and why residents have contacted Greater Manchester Police in the past;
- How residents would prefer to contact Greater Manchester Police in the future given different scenarios;
- Explore residents perceptions of innovative ways to contact Greater Manchester Police (e.g. via social media, text, app, videolink, etc).

The focus of the research was on non-emergency police contact. Key findings that have fed into the channel shift strategy include that telephoning the police was the number one method of contacting the police as this was an ingrained response, instilled in

people from an early age and built up over many years. There was very low awareness of the '101' number and extremely mixed views on what constituted an emergency and nonemergency.

Even in this digital age, citizens' preferred personal interaction with the police, be it over the telephone or in person. Personal contact with the police serves to reassure public that 'they are heard and understood' and that 'something will be done', even if response is not immediate. Mobile phones and tablet devices were considered to be tools for communicating for social and/or personal purposes, not necessarily for contact with key public services – nevertheless, it was recognised that these could be useful in the future if suitable 'apps' were available. The use of a videolink technology and an app was particularly interesting to some participants. This was described as an electronic facility that enables both audio and visual communication between people in different locations. Most typically, it uses internet enabled computers or devices that have both a microphone and video camera. Examples include 'Facetime' on iPhones and iPads, Skype Video, the Kindle Fire Help Button.

The findings, along with recommendations to undertake further research as the digital strategy developed, was provided in a full written report and presentation to the wider stakeholder group.

To summarise

We believe we have an enviable track record of conducting multi-stakeholder engagement and consultation exercises, including revised governance models and experience of working with the police and wider emergency services. This also includes our current commission by the PCC for Staffordshire to undertake the public consultation into the proposals for a Governance Model.

Our work on the England and Wales Police framework agreement for Public Opinion Polling and Staff Surveys means that we already have a range of staff that have undergone Non Police Personnel Vetting (including the Project Director) and can therefore, if commissioned, start this project at pace without additional delays waiting for this process to be completed.

Method of approach

Audiences to be consulted

This consultation is clearly of critical importance to the North Yorkshire PCC, Police and Fire Services and requires a considered and robust approach to gather views from a wide range of audiences. We will need to provide a range of opportunities to consult with individuals in the following categories:

- The public and residents of North Yorkshire;
- Businesses;
- Members of Parliament;
- Councillors from Top Tier Authorities (i.e. North Yorkshire County Council, City of York Council, North Yorkshire Fire and Rescue Authority);
- Councillors from the North Yorkshire District and Borough Councils (Craven, Hambleton, Harrogate, Richmondshire, Ryedale, Scarborough and Selby);
- Councillors from the Parish and Town Councils;
- The Police and Crime Panel;
- Staff across the two organisations;
- Their Unions and Employee representatives;

In addition, we need to consult with other organisations and groups. For these stakeholders, contact details will need to be provided to allow an invitation to participate to be sent via email or letter. These include:

- Yorkshire Ambulance Service;
- Safeguarding Boards and Community Safety Partnerships;
- Other Public Sector Agencies (e.g. CCGS and Hospital Trusts);
- The Community and Voluntary Sector;
- Media (including newspapers, professional publications, local and regional radio and TV and social media).

There will also be a number of existing channels that can be utilised to gather feedback from staff groups and Union and Employee representatives, as well as information provided by the PCC.

Our approach

Our operational approach consists of five key stages:

Stage 1: Project Inception

Stage 2: Study Design

Stage 3: Sampling frame and quota setting

Stage 4: Fieldwork and quality assurance

Stage 5: Analysis and Reporting

(A) 1. Inception meeting

Our first key activity upon commissioning will be to attend an inception meeting with the PCC plus key partners, to obtain a fuller briefing on the strategic backdrop and drivers to the consultation, gain an overview of the key stakeholders involved, and what outcomes the consultation must deliver and for whom.

We will also want to discuss and confirm the proposed programme of work and timescales regarding the consultation and how and when this needs to feed into the PCC's preparation of the final business case for submission to the Secretary of State.

We confirm that we will conduct the consultation in accordance with ethical principles and standards of good governance and would be keen to discuss and agree the scope of this with the PCC at an early point. The inception meeting will also provide an opportunity to:

- Ensure a shared understanding of the project aims, method of approach and key deliverables;
- Agree project management, key contact and on-going liaison arrangements (e.g. providing regular phone/email fieldwork updates, etc.);
- Discuss timetable and key milestones;
- Discuss and agree sampling and approach;
- Discuss and agree analysis and reporting requirements;
- Discuss any other items or considerations required for the project.

Following the inception meeting, we will produce a short inception report summarising the discussion, and setting out the final project timetable and deliverables. We will then produce a final Gantt chart showing the key milestones that both parties agree to work to.

(B) 2. Study design

We will work with the PCC to agree a suitable questionnaire(s) that includes succinct but pertinent information regarding the Governance Model and the business case that surrounds it, the pros and cons. This will provide sufficient information for respondents to make an **intelligent and considered** response to the proposals. A 'do nothing' option can also be included in the proposals and we also recommend a final open-ended question asking for other suggestions, indicating that no decision has yet been made and the PCC is open to other ideas.

The questionnaire will measure levels of support with the proposals and also ask about the impact on the individual and also their local community. It is possible that some adaptation in survey questions/additional questions will be required for the different audiences, e.g. for staff in the two organisations. We will discuss and agree what additional information may be needed and how this information will be used to ensure the questions are framed correctly to meet these needs.

The survey will also need to collect demographic information and include any questions around diversity (e.g. protected characteristics) that needed to inform the **impact assessment** for the business case.

(C) Online Questionnaire

The survey will be written in plain English, will avoid acronyms (where possible) and will be easy to understand and easy to answer. Once the survey has been agreed, we suggest the primary tool used to gather feedback is online surveying.

A screener question will be included at the start of the survey to ascertain who is completing it, e.g. resident, councillor, staff member, etc. Within an online survey, this information can then be used to route respondents to relevant questions while skipping non-relevant questions. It will also be used for monitoring and analysis purposes.

We will also include a named contact at M-E-L Research, a dedicated consultation email address (e.g. NorthYorksPCC@melresearch.co.uk) as well as our **Freephone helpline number**, should people wish to contact us directly. Our Freephone number can also be used by those that request an **alternative completion method** and we have a 20+ seat in-house Computer Assisted Telephone Interview (CATI) team that can **undertake telephone interviews on request**. We can also provide a paper survey with our Freepost return address where requested, and any in large print or community languages where necessary (additional charges may apply). This will ensure that the methodology is as inclusive as possible.

We will script the survey and provide you with test links so that you can internally pilot the survey and review the look and feel of the design. Following any amendments and final sign-off, we will provide a publically available survey link that can be widely promoted and publicised and accessed by anyone with internet access.

The link can be added and promoted on the PCC, police, fire, local authority websites, etc.

(D) Communications plan

We will discuss and agree the text for any communications and we would recommend a wide range of publicity to ensure that the appropriate groups are made aware of the consultation period. These will need to be designed and arranged prior to the live launch

of the consultation, so work will need to take place as soon as possible. Promotional materials can also include Quick Response (QR) codes, allowing instant access to surveys and forms via tablets or smartphone devices, for example.

Publicity should include local newspapers, use of social media, flyers, press releases and PCC and partner websites for example, across the County. Other channels such as magazine advertisements, e-zines and newsletters (such as the County Council's North Yorkshire **Now** e-magazine) that may be due to go out before/during the consultation should also be included.

Publicity should be run before and throughout the consultation period, rather than as a one-off activity. We would recommend advertising the consultation prior to the start of the consultation period, mid-way through and one week prior to the end of the consultation period. Our fees include advice and assistance drafting publicity materials, but exclude costs for placing adverts, printing, distribution, etc.

(E) Access to email addresses

As previously mentioned, we will discuss and agree with you the relevant questions to include in the staff surveys as these are likely to be slightly different from the wider public survey. The staff surveys will most likely need to gather additional information on length of service, divisions/departments, teams, etc.

Ideally, to ensure complete independence, the provision of staff email addresses would be needed. This would allow us to distribute personalised email invites that contain unique survey links.

To meet Data Protection Act 1998 requirements, we would operate as a Data Processor when handling any client held data. In this way we are not seen as a 'third party' and will only use email data to support the survey administration; we will discuss and agree how any personal data will be used and then sign a formal Data Processor to Data Controller agreement. You will retain all rights to the data as Data Controller and we will only process the data on your written instructions.

This agreement would cover any provided personal information and we would therefore ask that the PCC provides us with all known email addresses of staff, MP's, Councillors and other partners so that we can undertake personalised email invites to these groups and encourage them to take part in the consultation.

We would manage the e-invites through our email consultation software, which is linked to our survey software, SNAP Professional Webhost. This allows us to personalise each email and include a unique survey link, as well as to track who has opened/not opened the email invite, see who has started/partially completed the survey and, where not complete, automate reminder emails to encourage participation and maximise response rates. We will discuss with you the number of automated reminders that should be sent over the course of the consultation period.

If access to email addresses is not possible, then we can simply provide a generic link to the online survey(s) which can be promoted internally by each organisation. Any reminders would need to be broadcast to the whole organisation as we would not be able to track who has and who hasn't completed the survey.

(F) Written requests to participate

If no email address exists for MP's, Councillors, Unions and Community & Voluntary sector contacts, then we will write to each contact requesting a formal response and include details of the online survey. We will also include details of the alternative completion methods and provide the details of the named contact at M-E-L Research, the dedicated consultation email address (e.g. NorthYorksPCC@melresearch.co.uk) as well as our Freephone helpline number. This would allow participants to provide more formal responses regarding their views for the citizens/groups they represent.

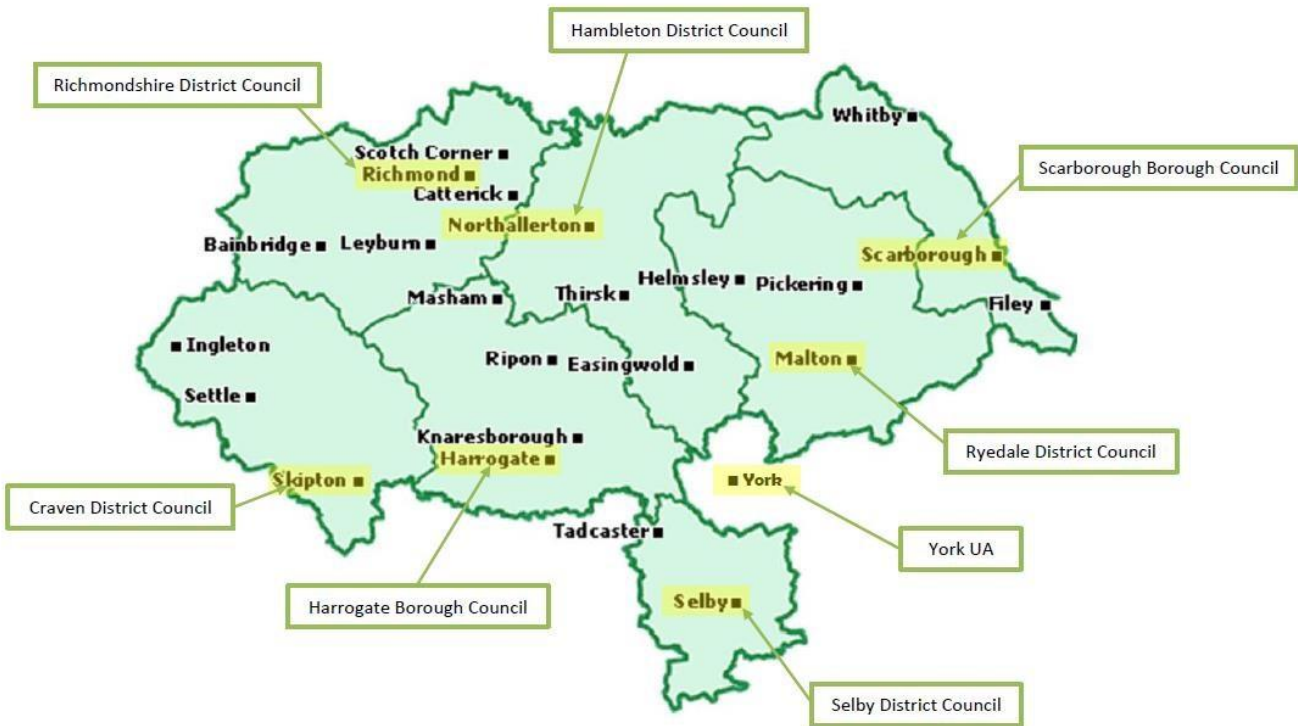
(G) Representative survey of North Yorkshire residents

To ensure that a representative sample of residents across North Yorkshire is included in the consultation results, we recommend undertaking a quota sample of 1,500 face-to-face, doorstep surveys. This is discussed further in section 3.

(H) Facilitation of OPCC organised focus groups with stakeholders

Clarification discussions with the Acting Chief of Staff to the Police & Crime Commissioner for North Yorkshire, has confirmed that the OPCC will recruit and arrange for key stakeholders to attend focus groups in different locations across North Yorkshire. The proposed towns are highlighted in yellow in the map below, covering each of the Districts and Boroughs in North Yorkshire County, plus the City of York.

North Yorkshire County Council and York UA areas



M·E·L Research’s qualitative researchers will be required to, in discussion with the PCC, design suitable topic guides and facilitate/moderate each session. As the proposed attendees are stakeholders, no incentive payments are required.

Additionally, the ITQ/research brief indicates that the OPCC will arrange for up to eight public events to be held in these key towns and locations and that M·E·L staff will be required to facilitate discussions at these events. Following discussions with the OPCC, we understand that the detail of these events is still being considered and that these may include attendance on market days and weekends with M·E·L staff potentially required to undertake surveys as well as gather qualitative feedback from attendee comments and discussions.

We are happy to discuss the required approach during the inception meeting and to adapt how we engage at these events once the final details are known.

(I) 3. Sampling and quota setting

While the online survey, coupled with our range of alternative completion methods, will provide **anybody** with an opportunity to participate and give their views, these methods are self-selective. They therefore suffer from self-selection bias – it is typically only those who hold very strong views to proposals (whether positive or negative) that choose to participate. These participants will generally be unrepresentative of the wider population.

We therefore recommend that personal interviews are conducted with households across North Yorkshire so that a representative view can be obtained. To do this we would undertake a stratified random sampling approach and the sample will be drawn from Royal Mail’s Postcode Address File (PAF), which contains a list of all households in an area. The sampling points in which interviews are completed are based on Census Output Areas (OAs). First of all, a list containing all of the OAs in North Yorkshire is stratified by each of the seven local authority Districts/Boroughs and by City of York UA.

The table below shows the population of North Yorkshire, using 2011 Census data. To achieve a robust sample with ± 3.0 confidence interval, then 1,070 interviews would be required. The table also shows the number of interviews that would be required if a representative quota was set for each District/Borough.

Local Authority	Adult (18+) population*	% of North Yorkshire	Representative sample
Craven	44,767	7%	105
Hambleton	71,916	11%	168
Harrogate	124,904	19%	292
Richmondshire	41,493	6%	97
Ryedale	41,741	7%	97
Scarborough	88,863	14%	208
Selby	65,968	10%	154
York	162,096	25%	379
Totals	641,748	100%	1,500
Confidence intervals (95% level)			$\pm 2.53\%$

* Source: 2011 Census

Using an equal interval sampling approach (every ‘n’th record), a number of OAs (i.e. sampling points) are selected in which to sample, proportional to the known profile of the area (e.g. 2011 Census data) and will therefore **cover both urban and rural areas**.

For example, in order to complete 105 interviews in Craven, 11 OAs (sampling points) are selected, and in each of which, around 10 interviews are completed.

Other quotas would be discussed and agreed with you, such as gender, age bands, ethnicity, etc, during the inception meeting, but the table below shows the proportion of residents that would be interviewed in each District/Borough by age band as an example.

Local authority	35 to 44		65+		TOTAL	%		
Craven	8	11	17	20	20	30	105	7%
Hambleton	15	19	26	32	30	45	168	11%
Harrogate	25	39	52	56	48	72	292	19%
Richmondshire	14	15	15	16	15	21	97	6%
Ryedale	8	10	15	18	19	28	97	6%
Scarborough	21	24	29	37	38	59	208	14%
Selby	15	20	28	31	27	33	154	10%
York UA	65	62	61	60	52	78	379	25%
TOTAL	170	199	244	271	249	366	1,500	100%
% of total	11%	13%	16%	18%	17%	24%		

While the above tables demonstrate how we would target particular groups to ensure a broadly representative sample is achieved, where necessary, the final achieved data will be weighted to ensure it is fully representative of North Yorkshire.

(j)

4. Fieldwork and quality assurance

Having agreed the questionnaire and sample design, the next step will be to move the project into the field operation. The fieldwork process would be led by our Head of Field and Data Services, [REDACTED]. [REDACTED] has over 15 years' experience and has built-up our diverse in-house face-to-face and telephone interviewer teams, all of which operate to **IQCS and MRS customer care guidelines**.

We have a strong retained in-house field team, which gives you confidence that we have the resource to complete the work on time and to a standard of excellence. For this project we anticipate deploying around 8 of our interviewers.

We also understand the importance of upholding the PCC's and Partner's reputation at all times. We therefore ensure Market Research Society (MRS) customer care standards are met: all interviewers will carry a photo ID and a letter of authorisation from you, and will wear high visibility branded clothing.

██████████ will deploy the field teams on a 'patch' basis using the sampling frame identified earlier in this document, and working door to door in each of the agreed areas, using the established random route technique. Interviewers will call at different occasions spread over daytime, evening (up to 8pm) and weekend daytimes, to ensure maximum opportunity of contact and to ensure local quotas are met.

Being based in Birmingham, an ethnically diverse city, means that our diverse interviewer team can also cater for a variety of language requirements we may encounter during the fieldwork from the more established commonwealth languages such as Urdu, Punjabi, Hindi and Bengali to the EUA8 migrant worker languages which we increasing encounter in our work. To maximise inclusiveness we can deploy interviewers on a patch basis by language capability and reassign interviewers to individuals with specific language capabilities; this will also help to boost response rates in areas where participation is typically low.

SNAP Professional survey software: We will script the survey, using SNAP Professional software, for use on our Computer Assisted Personal Interview (CAPI) hardware. Using our SNAP Professional software with a CAPI methodology means that submitted surveys are available in near 'real time'.

Working in rural areas: Losing connectivity during field research can lead to higher drop-out rates and missed opportunities. That is why we use SNAP Mobile Anywhere which offers both online and offline data collection. If there is no Wi-Fi or GSM data service in an area (or if it drops out during a survey), then SNAP Mobile Anywhere seamlessly switches to its offline mode, saving all surveys to the CAPI machine. Surveys and data are then **automatically synced** when a connection becomes available, so we are able to ensure uninterrupted interviewing, wherever we are.

IT contingency measures: As an additional contingency measure we will also supply each interviewer with a number of paper copies of the questionnaire in the unlikely event that the hardware fails completely. These can subsequently be completed online and uploaded to our survey account.

Data security: SNAP Surveys is one of the few organisations to have achieved ISO27001 certification – the highest possible standards of information security. Survey data is encrypted throughout the survey cycle, on the CAPI device, on the server, and when in transit.

Client access: To allow full transparency we can provide you with a client login and password, allowing access to view survey progress and aggregated completed survey results. You will therefore have the ability to check on progress as and when you wish and view any results available prior to the end of fieldwork. We can provide you with access to the (anonymised) face-to-face survey data as well as the online data, should you wish.

(K) Optional further consultation

The findings of the consultation will need to feed into the final business case. This will include information on the extent and nature of the consultation undertaken, including how it has informed the proposals and whether there is local agreement. Where the PCC does not have local agreement to their proposal, the report needs to include:

- a summary of the views expressed by the people in their police area and the PCC's response to those views;
- copies of the representations made by relevant local authorities and the PCC's response to those views; [?] copies of the consultation material.

While the methodology of this consultation will collect both quantitative (survey) and qualitative (focusgroups and events) data that can be used to feed into the final business case, it might be beneficial to undertake further follow-up qualitative research with key groups, particularly where disagreement with the proposals is identified.

This could be in the form of semi-structured in-depth interviews (either face-to-face or via telephone) or as focus groups with residents or staff, for example.

We would recommend that the survey questionnaire therefore includes a question that allows for follow-up with participants and identifies their interest in participating in 'possible' focus groups or depth interviews. By 'possible' we mean to manage expectations and suggest that these are not a guaranteed activity, but something that might occur at a later stage. We have included optional costs in the fees section of this proposal.

We mention this here as the Market Research Society Code of Conduct requires us to identify any future recontact **at the time a survey is conducted**. It is not permissible to retrospectively re-contact participants after a consultation has ended; prior informed consent must be received.

5. Analysis and Reporting

(L) Analysis

For us, the most important aspect of this project is not the passing opportunity to pick up work volume, but the 'so what' question which forms the centrepiece of our established services. The main factor differentiating the 'most economically advantageous tender' from the client's perspective is the extent to which the results from the survey can be used to achieve the research objectives. Our standard quantitative data analysis protocol consists of the established process of generating 'cross tabs' or tables showing the percentages giving each category of response, subdivided by 'segmentor' variables, such as gender, age, respondent type (residents, staff, councillor, etc). Data tables in Excel would be provided to the client, as well as the raw anonymised data in SPSS or SNAP depending on your preference.

For the staff surveys, our guidance on how the anonymity of staff belonging to small groups can be protected is to group small samples together to produce one larger group for analysis. Any such groupings will be discussed with you during the inception meeting.

Qualitative data, collected through feedback forms, letters and emails will be analysed using **thematic patterning** utilising our Nvivo licenced software. Themes emerging from the qualitative research will be grouped together and illustrated using 'indicative quotes' (as long as this does not mean the identity of the individual will be revealed). Formal responses from MP's, Unions, Public Sector Agencies and Community & Voluntary sector groups will be collated and the key themes and any impacts will be identified for reporting.

These can be provided as appendices, with prior respondent permission.

(M) Reporting

We will draw together all of the consultation responses, both quantitative and qualitative, and analyse and synthesize the results into a full report. Any formally captured meeting minutes provided by the PCC will also be considered. Having completed the diagnostic analysis of the data we will produce a report in a format suited to you. The report will include an executive summary, background and purpose of the work, a methodology section outlining assumptions, limitations, caveats, sensitivity and justification, an analysis of results highlighting statistically significant differences where pertinent (e.g. by the different participant groups), appropriate charts, tables and maps, and conclusions, recommendations and **implications for the local business case development**.

We have left the actual format of the reports open because it depends of the nature of the consultation and who the results are being presented to. We have included costs however for a standard report – either in written form or in the form of a PowerPoint presentation. We often find clients now prefer a presentation results document as it can be widely circulated and can be easier to digest the results in this format rather than a word document.

We anticipate working in partnership with the PCC and partners, drafting several early iterations of the report, from an early draft through to final sign-off. We will, however, remain impartial and independent throughout.

Adding value

The budget available for this wide ranging and multiple stakeholder consultation is tight, given the scope of the work required. Nevertheless, we believe it is achievable.

We believe we can add further value to the consultation analysis and reporting stage by providing additional profiling work based on our license of CACI's InSite software. This provides a Geographical Information System (GIS) mapping facility and customer segmentation tools using ACORN. ACORN stands for 'A Classification Of Residential Neighbourhoods' and is a powerful analysis tool which can be used to help review where services are most needed and understand customer priorities.


Alongside more traditional statistical significance testing, we can include an analysis of the quantitative results using ACORN to see whether any particular groups or segments of the population hold differing views to others. This will be particularly important to **ensure we have considered the views of 'harder to reach' groups** and those typically covered by Equality Impact Assessments.

We are also able to produce attractive summary documents for our clients, using infographics, to achieve the goal of effective communication. To add further value to our service we have included a one-page infographics top line summary report of the consultation as part of our service offering, free of charge, which could be used to communicate and feedback to residents and/or wider stakeholders, for example (see Appendix D).

Project Management



As an accredited **Market Research Society (MRS) Company Partner**, M·E·L Research has specialised to become a dedicated consultancy practice, operating to tight and highly supervised workflow management practices. We control and are highly selective about the work we bid for so that the risks of over-commitment are avoided. Our risk mitigation plans are included as Appendix C.

The effectiveness of our project management capability has been enhanced by adopting the standard **PRINCE2 principles** and core procedures. There are several mechanisms, which we have put in place to ensure the project is delivered on time and to budget:

- An experienced team;
- A dedicated research project manager, providing regular updates;
- An inception/kick-off meeting;
- An agreement to set key milestones in consultation with the PCC and to deliver against these;  A final report.

(N)

Project team

We have put together an experienced team to undertake this important. The team will be led by , our Head of Social Research and Behaviour Change.  will take the role of Project Director and will oversee the project. He is a Senior Research Manager with over 18 years direct research experience (30+ years in business) he is a full member of the Market Research Society (MRS).

 **Project Director**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted], Project Manager

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted] - Head of Field and Data Services

[Redacted]

[REDACTED] - Senior Research Executive

[REDACTED] Research Executive

[REDACTED] - Data Analyst

Vetting

The ITQ/research brief has not indicated whether any vetting of staff will be required. For other projects where we work with the police, we know that all personnel who have access to Force information systems, correspondence and/or premises need to undergo required security vetting checks. Vetting provides a degree of assurance as to the integrity, reliability and trustworthiness of those who have wider access to Force information and operational assets (including information held on computer databases or in any other form).

Force Vetting procedures are separate but complement National Security Vetting, which is designed to protect government assets. Where M-E-L Research staff are not already covered by NPV1 vetting, we confirm we are happy to have those working on the project vetted by the PCC and/or North Yorkshire Police. The cost of any vetting will need to be covered by the PCC/ North Yorkshire Police.

Timescales/Project plan

The Home Office have advised there is no minimum consultation period, although 4 weeks is generally considered the minimum period and it is the PCC who will make the decision as to the period of the consultation. Locally a period of 10 weeks has been suggested with the consultation starting mid-July 2017.

The ITQ has indicated the following timeline:

- ❓ Contract start and launch meeting: Thursday 15th June
- ❓ Consultation Start: 17th July
- ❓ Consultation Finish: Friday 22nd September

Final report due: Friday 29th September

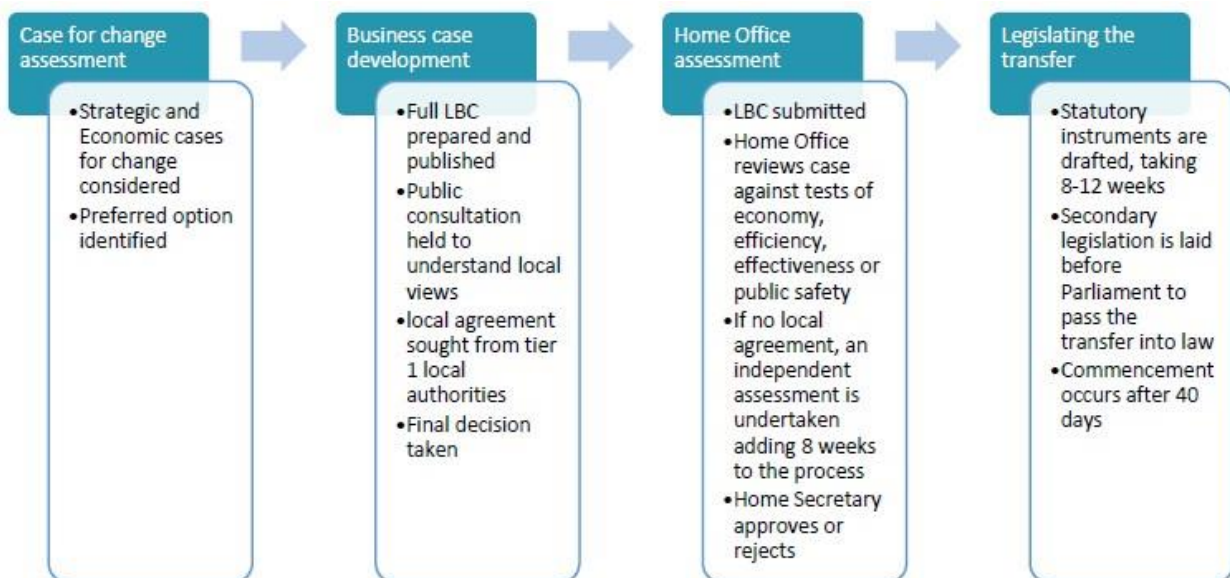
Final report analysis meeting: Monday 2nd October

Given the extremely tight deadline of just one working week between the end of the consultation and the requirement to have the final report submitted, we will need to ensure that initial analysis and reporting is undertaken prior to the public consultation ending.

We are able to provide interim top line results of quantitative data upon request (near real-time reporting) and will undertake the analysis of the qualitative elements once all of the focus groups and events have been concluded.

We confirm that we will be able to update the figures/findings in the final report and take into account any final emerging areas that might crop up as the consultation deadline approaches, during the week commencing 25th September.

We note that the Home Office process is relatively lengthy and we would therefore work with you to meet any key deadlines and milestones that you have, should these have a bearing on the final timetable.



To demonstrate the degree of detail we use in workflow management we have shown an indicative Gantt chart to illustrate how we plan projects such as this. This shows the discipline and precision we use in itemising and scheduling all operational tasks. If successful, we would produce a final project plan for this contract, in discussion with you.

Proposed project plan		Jun-17							Jul-17			Aug-17			Sep-17			Oct-17					
Week commencing		5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30
Commissioning and monitoring																							
a	Project commissioned																						
b	Kick-off/inception meeting																						
c	Sign-off of project scoping document																						
d	Supervision and project management																						
e	Internal contract meetings																						
Study Design																							
a	Rapid review of existing research and business case																						
b	Design of survey questions																						
c	Design of other feedback forms																						
d	Discuss initial drafts with client																						
e	Scripting and provision of test online survey(s)																						
f	Client sign-off																						
g	Design of topic guides (using emerging results)																						
h	Client comments and sign-off																						
Fieldwork																							
a	Public facing online survey																						
b	Formal request to Public Sector and CVS (and chasing)																						
c	Face-to-face fieldwork																						
d	Staff surveys (e.g. 6 weeks to overlap any annual leave)																						
e	Focus Groups and public events (dates to be confirmed)																						
Analysis																							
a	Data cleansing and quality assurance																						
b	Analysis																						
c	Provision of interim and final data tables																						
Reporting																							
a	Provision of draft reports																						
b	Client comments and amendments																						
c	Final report provided																						
d	Final report analysis meeting																						

Appendix A: Quality Management Systems, Quality Assurance

Appendix B: Language services

Appendix C: Risk Mitigation

Appendix A: Quality management systems

Project Management and Quality Assurance Systems: Face to Face Interviews

Our project methods and operational plans follow a simple process, drawing extensively on our long track record and specialist expertise in this field. Each piece of work has a detailed action plan, as set out below:

Stage a) project design and performance management

A Research Manager is appointed to the client and will specify and agree schedules and reporting milestones for the various project options. If field work is required, [REDACTED] (field and client services manager) will then be responsible for all field control and ensuring the aspirational quotas are achieved so far as practicable.

Selection and Briefing of Interviewers

One of our greatest strengths is the diversity and experience of our social research fieldwork team led by our client and field services team leader [REDACTED]. All our interviewers are trained to task by [REDACTED] and will operate to MRS standards and our quality assurance disciplines (which include back-telechecking sub-samples of respondents). Our protocols also include the recognised provisions for customer care and personal health and safety protection. The training and briefing applied to each interviewer will be specified, verified by internal QA and proof evidenced to the client as required.

We work to formal company standards set under the MRS together with additional standards contained in our supplementary QA systems including the MRS Code of Ethics. One particularly strong feature of our interviewer team is its extensive experience of deploying fieldworkers and its ethnic diversity, with the associated competence in a wide range of community languages other than English. We pride ourselves on the standards of rigour and inclusiveness in our field team employment practices and these standards are a hallmark of our reputation for top quality work practices.

Stage b) – Fieldwork

The interviews will be overseen by an experienced field control supervisor, to ensure the interviews are conducted to the required high quality protocol and that quota and sampling protocols are maintained. We will be responsible for providing any professional and technical facilitation needed, along with all administrative support. We will liaise with the nominated client officer regarding any matters that arise.

Interviewers will undertake face to face surveys using a Computer Assisted Personal Interview (CAPI) methodology, providing respondents with a level of flexibility and confidentiality should they wish to complete the questionnaire themselves on screen (supported by our interviewers). It has the advantage that for any respondents that may be sight impaired, interviewers can increase the size of text (zoom feature) to make it easier to read.

Stage c) - Data processing and analysis

All survey data is entered and analysed using the following internal quality systems.

10% check of each interviewers questionnaires

As each interviewer submits surveys, 10% of each interviewer's surveys are quality checked before any further work is distributed to that interviewer. The check includes ensuring the skips have been followed and that the questionnaire responses are complete

Database and field QA system

A unique identifier is assigned to each questionnaire, which is used to identify that questionnaire for QA system purposes and to enter the data into the database. Interviewers will maintain records of the day, date and time of contact made with each respondent, which is recorded on the questionnaires and tagged back on the parent database. Respondents will be asked to provide a contact phone number for QA purposes and our standard protocol requires that a follow up call is made within 5 days to at least 10% of households across all interviewers to verify that the survey was completed and that customer care standards were met. These follow-up calls are made before questionnaires are processed, so any quality issues can be highlighted at an early stage. Only the survey team are able to trace the unique identifier to the person filling in the questionnaire and therefore all answers are confidential, thus meeting the requirements of the Data Protection Act legislation. By this means the analysis is carried out on totally anonymised data.

The datasets can be provided to the client at the end of the fieldwork and will contain aggregated, anonymous data. The contact details of respondents (names, addresses, telephone numbers) are not included, but the postcode and key non-identifying demographic variables (such as age, gender and ethnicity) are included to allow for further analysis by the client. We are clear that we act as agents of the client and do not ever 'own' the database. There is therefore no ethical or contractual issue of external ownership of the database, which clearly 'belongs' to the client along with the data and intellectual property.

Designing the Data Analysis database

The main software now used for designing a data entry database is SNAP version 10.0. Analysis of data is carried out in SPSS version 18.0. This enables the database manager to set up a database very quickly, automatically assigning codes to answers. Our experience in conducting surveys means we have tailored inhouse systems ready for this purpose. The software is also now compatible with an on-line facility to allow questionnaires to be posted on a website with data automatically transferred to the data entry file prechecking.

Our internal operational procedures for database management are designed specifically to meet the most recent requirements of the Data Protection Act and Human Rights Act. The principal requirements are that:

- the personal identity of the respondent is detached from the replies they give to surveys
- respondents are made aware of the ownership of the database
- the source of any individual comments is not revealed to the client
- ownership of the database rests with the client and not with ourselves as the contractor.

To achieve this we set up two separate computer files in two separate software packages. Respondents' details are recorded in a dedicated Microsoft Access contact database with their unique identifier number, for QA and telechecking where it may be necessary. Our contract is to act as agents of the client and we do not ever 'own' the database. There is therefore no ethical or contractual issue of external ownership of the database, which clearly 'belongs' to the client along with the data and intellectual property.

Checking data for data entry errors

We carry out double data entry verification checks on a 5% sample of completed questionnaires. Questionnaires are re-entered and the two data files compared against each other to check for errors. We set a keystroke error rate standard of less than 0.2%, that is there should be no more than 1 keystroke error in 500 (0.2%) of key strokes used to enter the 5% sample. Where this is exceeded the sample batch is corrected and a further sample is taken, re-corrected and replaced, until the error rate of the whole corrected sample reaches this error standard. If the data error level is consistently above this rate it may be necessary to re-enter the entire data set, although any block of data that has been entered can be traced back to the individual data entry clerk, and it may be that only certain blocks need to be re-entered. Error rates are monitored during the quality checking process.

Data cleansing protocol

Using the SNAP data entry package, data cleansing has been made much easier as only certain codes are allowed to be entered and erroneous codes are rejected by the software package. All questionnaires are checked to ensure that there is a case entered onto the system as a matter of routine. In addition to this our data cleansing procedure includes;

- Checks for spelling mistakes within free text
- Checks that coding has been entered for questions and that it has been allocated the correct code [?](#)
- Validation of postcodes against the latest Postcode Address File (PAF).

Data processing quality check sheets

Our Field and Data team monitor progress through each of these stages using a project monitoring quality sheet to monitor the progress of each project through our data checking, quality and processing systems.

Appendix B: Language capabilities

The UK has a diverse population, making our towns and cities vibrant, cultural and unique. This can however also present our clients with a challenge, in making sure services meet the needs of different communities. At M-E-L Research we understand your requirements and have a dedicated interviewer team who are here to help.

Led by Head of Field and Data Services, [REDACTED], our diverse interviewer team are based across the country and can cater for a variety of language requirements from the more established commonwealth languages such as Urdu, Punjabi, Hindi and Bengali to the EUA8 migrant worker languages which we increasing encounter in our work. We have also developed close working relationships with a number of language specialists to give us further capability to handle all of your language requirements from standard translation work to bespoke requests unique to your specific needs.

Our current language capabilities are as follows:

- Dutch [?] French
- German (basic) [?] Greek
- Romanian [?] Spanish
- Chinese [?] Pushto
- Urdu [?] Punjabi
- Hindi [?] Gujarati
- Mirpuri [?] Bengali
- Papiamentu [?] Dari
- Taiwanese

With over 30 years' experience of working in the public sector we ensure all requests for translation are dealt with quickly and professionally. We have a dedicated free phone helpline number so respondents can call to arrange an interview in their own language, and we are able to compile bespoke translation panel leaflets containing instructions about how to take part in the consultation in a variety of different languages most commonly found in the local area. We will always discuss translation requirements with you at a project inception meeting, to ensure we are fully briefed on the languages we may encounter when undertaking a project on your behalf.

Costs for translation will be charged separately and will vary according to the language and the indicated level of difficulty (according to the segment the language falls within). An indication of costs is presented in the table overleaf; all costs shown are exclusive of VAT.

Languages	Written Translation (rate per 1000 words)	Interpretation (10 minute interview over telephone)
Segment 1: Welsh, Italian, Hindu, Hindko, Mirpuri, Bengali, Punjabi, Urdu, Pashto	£90-£115	£30
Segment 2: Maltese, German, Spanish, Portuguese, French, Polish, Czech, Croatian, Hungarian, Estonian, Latvian, Chinese, Siraiki, Vietnamese, Gujarati, Somali	£115-160	£50

Segment 3: Swedish, Danish, Turkish, Greek, Dutch, Finnish, Norwegian, Romanian, Slovenian, Ukrainian, Lithuanian, Indonesian, Thai, Japanese, Korean, Yemeni, Farsi, Arabic	£160-200	£75
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Appendix C: Risk mitigation

M·E·L Research's reputation as a leading centre for public services research rests strongly on its comprehensive commitment to the highest technical and professional standards in public services research and consultancy. We are an equal opportunities employer and an accredited Investor in People. Our status as a Science Park Research and Consultancy Practice relies on our being able to blend the high standards of technical and scientific research and consultancy with a commercial business capability in consistently delivering speedy and client-centred services.

All projects are prepared and planned through reference to a standard risk assessment and mitigation plan. In the case of this project the key risks are:

Risk	Mitigation plan
A) Lack of clear project direction	All contracts are assigned a dedicated and fully trained research/project manager who has clearly assigned internal project management leadership for the whole job.
B) Poor lines of client communication	At the commissioning stage of all contracts the client is provided with a single point of contact with the central M·E·L phone line and unique personal email address. All communications receive a 24-hour response standard.
C) Sickness absence / staff turnover	All key staff have a designated deputy with a commensurate skills and capabilities profile.
D) ICT systems crash	All files are copied to a daily back-up tape that is separately stored off-site overnight in the event of fire or theft of hardware.
E) Project slippage	We operate a weekly work planning protocol that identifies early evidence of project slippage. Research Managers have the duty and authority to identify prospective slippage and deploy resources to rectify.
F) Budget over-run	We operate a fixed price contract costing model and once a price and clear service specification are agreed, this becomes a binding fixed price with the contractor bearing full risk for extra unanticipated costs not arising from the client

To ensure these demanding standards are constantly maintained we have adopted a Quality Manual for Project Management and have established procedures whereby we seek continually to meet these exacting standards of excellence. Our work is underwritten by professional indemnity assurance (Lloyds policy to the sum of £5,000,000 for any one claim) although in our extensive track record of challenging assignments as a research centre over 30 years, we have yet to experience any question or call on this policy.

M·E·L Research accepts its corporate environmental responsibilities and is committed to minimising its environmental impacts and maximising its contribution to sustainable futures and a healthy environment. We will conduct our activities and operations to reflect best practice and seek innovative ways of improving our environmental performance.

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Business Continuity Plan

M·E·L Research has a Business Strategy 2015-18 and an annual Operational Delivery Plan decided by the Board of Directors, part of which contains a business risk and business continuity plan approved by our Board of Directors. The risk analysis has identified three principal risk domains associated with ensuring continuity in delivering M·E·L Research's business operations. These are:

- Illness or loss of staff
- Damage to the building, including fire and flooding, and associated business interruption
- Loss of heat, light, power and IT systems and associated business interruption

Managing Director, [REDACTED] is responsible for ensuring all elements of this plan are in place, and ensuring the plan is reviewed on a yearly basis to ensure all risks are still relevant and any other new risks identified and a plan put in place to avoid or minimise their impact. Responsibility for ensuring business continuity in each of the three key risk domains is held internally by a senior member of staff.

1. Illness or long term / permanent loss of key staff

A key risk to our business is illness or loss of staff, as a number of key staff are responsible for delivering research and consultancy business to clients. As such, if a member of staff were ill for a period of time or were to leave the business, we ensure that:

- Each client project has a designated Deputy Manager, who will manage the contract in the absence of the Research Manager. Each Deputy Manager is assigned on an individual contract basis, ensuring that the member of staff has equally commensurate skills and competencies to deliver the project.
- At the beginning of each project, a detailed weekly project plan is created to ensure all team members are aware of the timetable for the project. This also enables the Deputy Manager to pick up and continue delivery of the project, should the Research Manager be suddenly unavailable to hand over any work.
- All client-facing staff work to a 3 month notice period, therefore sufficient time would be available to hand over the project before they leave the company.

Managing Director [REDACTED] is responsible for ensuring these measures are in place and are functioning effectively.

2. Damage to the building, including fire and flooding:

Our office building and contents insurance covers the financial costs of replacing any office equipment in the event of any damage to our building. In addition, we rent our premises on a 5 year managed unit lease at Birmingham Science Park Aston, where external services and utility supply (power, water, sewerage and drainage, together with external maintenance and building integrity) are managed by BTL (Birmingham Technology Limited). BTL are also responsible for building maintenance, management of communal areas and security of the Science Park.

In order to prevent or minimise the risks of damage to the building:

Fire risk management and prevention:

- BTL provide and maintain all smoke and fire alarm systems on the Science Park and frequently perform emergency drills to ensure buildings are effectively evacuated.
- All fire alarms are tested on a weekly basis to ensure they are working effectively.
- Two types of fire extinguishers are provided in M·E·L Research's premises. Each has a specific range of use and each is located near to a fire Exit or risk area. The extinguishing media used are: water and carbon dioxide.
- Our Health and Safety Officer [REDACTED], is responsible for ensuring all fire safety equipment (e.g. fire extinguishers) are in place and all emergency exits are clear.

- A quarterly office walk around is undertaken by [REDACTED] and our Managing Director, to check whether there are any hazards (including fire hazards) in the office and these are subsequently removed or moved off site.
- West Midlands Fire Brigade visit the office once a year to ensure all fire safety equipment is in functioning order.

Vandalism to building:

- BTL provide 24 hour security staff and CCTV to ensure any vandalism, unwanted visitors are identified quickly and are removed from the premises.

Flooding prevention:

- Birmingham Science Park Aston is not in a flood risk area, however, the Science Park has sufficient underground drainage to avoid any damage from flooding.

Health and Safety Officer, [REDACTED] and [REDACTED] are responsible for ensuring these measures are in place and are functioning effectively.

3. Loss of IT systems

One of the main risks to the business is the loss of IT systems or a virus that affects the network. All projects are stored electronically on our IT network and therefore it is imperative that any IT downtime is minimal. To counteract this, we have in place:

External IT Support providers:

- We have employed local IT support experts, Trisoft to provide daily IT support. They support all our hardware, including our server and firewall, along with our software. Our contract with Trisoft ensures a standard response time of 4 hours for any problems and an emergency call out response time of 2 hours for any major systems failures, should they be required to come to our offices.
- We have a 3 month rolling contract with Trisoft, and have 6 monthly review meetings to ensure our IT systems are fit for purpose.

Firewall and anti-virus software:

- Our Firewall is provided by SonicWall and we have a rolling yearly contract with them.
- We have 2 firewall 'boxes' so that should one fail, the other will activate and allow continuation of all emails and internet access.

Offsite back up of all files:

- All files on our server are backed up offsite by our IT support company, Trisoft therefore should our office be subject to a fire, flooding or should the server go down due to an electrical fault, we have a copy of all files which we will be able to access via our IT support.

Loss of broadband supply:

- Our ADSL line and broadband supply are through BT. We have a Vodafone 3G card on the office premises at all times, which can be used on an office laptop to provide internet access via the Vodafone mobile network, should we have problems with our ADSL line.

Loss of power supply to the building and server:

- Should the electricity supply to the building be cut or go down for any other reason, we have a UPS (uninterrupted power supply) battery for our server, ensuring that power supply is continued to our server.
- All our client-facing staff use laptops, therefore should the electricity to the building be cut, the battery supply for each laptop will take over, giving us a further 3 hours of power.

[REDACTED] is responsible for ensuring all these measures are in place and are functioning effectively.

SCHEDULE 4

Pricing and Payment Schedule

Fees, day rates and allocated resources

Service fee for this consultation will be £29,781.00 as itemised below. It is quoted on a fixed price basis plus associated deliverables as specified in this proposal and all costs, with all items subject to additional VAT at the prevailing rate. The fees are valid from the 12th June 2017 for 60 days. Invoicing will be by staged payment agreed with you in advance.

Research support for public consultation on joint governance of Police and Fire and Rescue services									
Consultant	Rate £	Proj Man	Design	Field	Analysis	Report	Final meeting	Total days	£ Pricing
Consultant days subtotal									
Direct Cost									
Minimum 1,500 face-to-face CAPI interviews (fieldworkers costs)									
Printing									
Online hosting and survey responses									
Overnight accommodation for M·E·L Research consultants attending for focus groups and events									
Consultant travel									
Miscellaneous support (e.g. telephone survey requests)									
Direct Cost subtotal									
PROJECT TOTAL EX. VAT									29,781.00

Optional costs

As identified in our proposal, should you wish to consider undertaking additional qualitative research, should the results of the consultation require additional un-picking and insight, then the following fees would apply: **In-depth interviews and resident focus groups, if required**

- Design topic guides £ [REDACTED]
- Undertake 30-45 minute face-to-face depth interviews in North Yorkshire, each £ [REDACTED]
- Undertake up to 30 minute telephone depth interviews, each £ [REDACTED]
- Recruit 8 to 10 participants, moderate a 1½ hour discussion, per group £ [REDACTED]

☒ Incentives per focus group participant (Love2Shop vouchers)	£ [REDACTED]
☒ Analysis and reporting (for up to 3 groups or 10 depth interviews)	£ [REDACTED]
☒ Analysis and reporting (for up to 5 groups or 15 depth interviews)	£ [REDACTED]

Inclusions and assumptions

- All costs exclude VAT, which will be charged at the prevailing rate.
- Costs are based upon the approach and methodology outlined within this proposal. Cost for additional work, not specified within this proposal, will be charged at a day rates for the differing personnel as shown in the fees proposal above. Any such additional costs will be agreed in writing and in advance with the client.
- If the optional additional qualitative research is required, and recruitment for focus groups is needed, then the costs are based upon a recruitment question being added to the survey. Costs for any direct recruitment (i.e. not via survey responses) would be in addition and a quote will be supplied upon request.
- We have assumed that any Police vetting required for this contract will be undertaken and provided free of charge by the PCC and/or North Yorkshire Police.
- The quotation is valid for a period of 60 days and refers to only the stated method(s) identified within this document and commissioned as a whole.
- Invoicing will be on 30 day terms and by staged payment, with a third payable upon commissioning, a third on completion of fieldwork and a third due upon satisfactory completion; or any such other formula as may be agreed between us during an inception meeting/conference call.

Travel and subsistence:

- Costs include the attendance of the project manager at an inception meeting(s) and a final presentation at the client's offices in Harrogate, North Yorkshire and include all travel costs.
- Attendance at additional meetings in North Yorkshire will be charged at an hourly rate of £80, plus travel time and travel expenses of £350.
- Additional meetings held by telephone conference call are included in the costs.

Unexpected delays:

- The costs are based upon the timetable specified within this proposal. Should the client alter/delay the timetable which has an adverse financial impact then M·E·L Research reserves the right to submit reasonable additional costs, which will be agreed in writing and in advance with the client.

NOT PROTECTIVELY MARKED