

PROJECT ATHENA

COLLABORATION AGREEMENT

Section 23A Police Act 1996

Final

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4
2.	SCOPE AND PURPOSE OF THE AGREEMENT	8
3.	DURATION	9
4.	ADMISSION OF ADDITIONAL PARTIES	9
5.	SUPPORT TO BE PROVIDED BY ESSEX	9
6.	COST SHARING	10
7.	EMPLOYEES.....	10
8.	PROCUREMENT	11
9.	DISPUTE RESOLUTION	12
10.	FORCE MAJEURE	13
11.	OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.....	13
12.	RECORDS AND AUDIT	15
13.	INSURANCE OR SELF INSURANCE	16
14.	WARRANTIES.....	16
15.	FREEDOM OF INFORMATION.....	16
16.	CONFIDENTIALITY	17
17.	DATA PROTECTION ACT	18
18.	INDEMNITIES.....	19
19.	FINANCIAL CONTROLS AND REGULATIONS	20
20.	TERMINATION	20
21.	EVIDENCE IN CONNECTION WITH LEGAL PROCEEDINGS	22
22.	SURVIVAL OF TERMS	23
23.	VARIATIONS.....	23
24.	WAIVER.....	23
25.	NOTICES.....	23
26.	ENTIRE AGREEMENT	25
SCHEDULE 1	GOVERNANCE ARRANGEMENTS	25
SCHEDULE 2	ATHENA RESOURCES.....	29

This Agreement is made the _____ day of _____ 2011 between

1. Essex Police Authority
2. Kent Police Authority
3. Bedfordshire Police Authority
4. Cambridgeshire Police Authority
5. Hertfordshire Police Authority
6. Norfolk Police Authority
7. Suffolk Police Authority
8. British Transport Police Authority
9. Common Council of the City of London

Hereinafter referred to as “the Parties”

Whereas:

- (A) The Parties have agreed to collaborate on the Procurement of an ICT system for; investigation (crime) management, intelligence and defendant management (comprising custody and case preparation) as part of a project known as “Project Athena”.
- (B) Each of the Parties believe that collaborating in Project Athena is in the interests of the efficiency and effectiveness of each of them and accordingly the Parties have entered into this Agreement pursuant to the powers conferred on each of them by section 23(A) Police Act 1996 (as amended).
- (C) The Parties have agreed that the Essex Police Authority shall act as the lead authority on behalf of itself and the other Authorities in the administration of the procurement of Project Athena and in the conclusion of the contract documents including entering into a Framework Agreement.
- (D) The Parties intend that the Project Athena shall be available to other police authorities and law enforcement agencies referred to in the Contract Notice which was placed in the Official Journal of the European Union and accordingly a Framework Agreement will be concluded with the Contractor for that purpose.
- (E) Essex shall set up the Framework Agreement through which the Project Athena Services are made available to the other organisations.
- (F) The Parties intend that this agreement shall apply only to the Procurement.

The Parties hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement the words and phrases set out below shall have the meaning also ascribed below:

Agreement	means this collaboration agreement
Agreement Year	means the period of 12 (twelve) months following the date of this Agreement and each succeeding period of 12 (twelve) months
Annual Review Meetings	mean the Annual Review Meetings defined in Schedule 1 (Governance Arrangements)
Athena Authorities	means the police Authorities of Essex, Kent, Cambridgeshire, Norfolk, Suffolk, the City of London, Hertfordshire and Bedfordshire
Athena Project Board (APB)	means the Athena Project Board
Chief Constable	Means a Chief Constable of a police force or a Commissioner in the case of the City of London Police or the Metropolitan Police Service.
Confidential Information	means any and all: (a) information - technical, commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, Materials, 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,

	<p>employees, officers for the Relevant Services;</p> <p>(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;</p> <p>(c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such (including but without limitation the Commercially Sensitive Information); and</p> <p>(d) all Materials belonging to another person in respect of which the parties owe obligations of confidentiality</p>
Contractor	means the company appointed to enter into the Framework Agreement and provide the Project Athena Services
Costs and Expenses	means Costs and Expenses as defined in Clause 6 of this Agreement
Employees	means any police officer or police staff engaged on Project Athena.
Essex	means Essex Police Authority
FOIA Code	means the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA or any revision or replacement of that Code
Framework Agreement	means the framework agreement to be or intended to be concluded with the Contractor in respect of the provision of the Project Athena Services
Information	means, for the purposes of Clause 15 information as that term is defined in section 84 of the FOIA and which relates to the Contract (or any preceding tender process leading up to it), the Contractor, or the Services
Intellectual Property	means patents, inventions, trade marks,

Rights and IPRs	<p>service marks, logos, design rights (whether registerable or not), applications for any of the above rights, copyright, database rights, domain, trade or business names, moral rights and any other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off,</p> <p>and IPRs shall be construed accordingly</p>
Legislation	<p>means any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, any statutory guidance or binding code of practice, any binding precedent of a relevant Court of Law and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom and as the same are amended from time to time</p>
Material Step or Decision	<p>means:</p> <ul style="list-style-type: none"> (a) any decision to reject the bid or tender submitted by any bidder, (b) the selection of the bidder to whom to award the Framework Agreement, (c) any decision not to award the Framework Agreement or to cancel the procurement, (d) any decision to begin a new procurement for project Athena (e) any decision to alter the description and specification of the “Contracting Authority’s” “needs or objectives” as those terms or phrases are defined or contemplated by Regulation 18 of the Public Contracts Regulations 2006 (as amended) (the “Regulations”) which alteration may in the opinion of Solicitor or Barrister not employed under a contract of service to any of the Parties contravene the Regulations or the Treaty on the Functioning of the European Union,

	(f) any other decision which may in the opinion of Solicitor or Barrister not employed under a contract of service to any of the Parties pose a risk to the lawfulness of the Procurement
Procurement	means the procedures to procure Project Athena Services and shall include all activities and matters connected with or arising from the process culminating in or intended to culminate in the award of the Framework Agreement
Procurement Advisory Group or PAG	means the Procurement Advisory Group established for Project Athena and PAG shall be construed accordingly
Procurement Phase	means the period during which the Procurement was conducted ending on the award of the Framework Agreement and all matters
Project	means Project Athena
Project Athena Services	means the services to be provided by the Contractor pursuant to the Framework Agreement and the Specific contracts thereunder
Request for Information	a request for Information within the meaning given in section 1 of the Freedom Of Information Act 2000, or any request for Information under the Environmental Information Regulations 2004
Resignation Notice	means a written notice served by any Party in accordance with Clause 20 Termination
Review Meetings	means Annual Review Meetings and Ordinary Review Meetings
Secretary of State	means Her Majesty's Principal Secretary of State for the Home Department.
Termination Notice	means a written notice served on any Party in accordance with Clause 20 Termination
Working Days	means any day Monday to Friday inclusive which is not designated as a bank holiday or a public holiday in England

- 1.2. In this Agreement except where the grammatical context otherwise requires:
 - 1.2.1 any obligation on a Party to this Agreement to do any act includes an obligation to procure that it is done;
 - 1.2.2 each gender includes all genders;
 - 1.2.3 the singular includes the plural and vice versa;
 - 1.2.4 a reference to any clause, sub-clause, paragraph, Schedules or annex is except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, Schedules or annex of and to this Agreement;
 - 1.2.5 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
 - 1.2.6 references to any enactment, order, regulation or other similar instrument, statute or statutory provisions shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced consolidated or re-enacted;
 - 1.2.7 a reference to a person includes firms, Partnerships and corporations and their successors and permitted assignees or transferees;
 - 1.2.8 headings, and sub-headings in the body of this Agreement are inserted for ease of reference only and do not form Part of this Agreement and shall not be taken into account in its construction or interpretation;
 - 1.2.9 words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;
 - 1.2.10 “writing” shall mean writing as defined in section 5 and schedule 1 of the Interpretation Act 1978;
 - 1.2.11 words in this Agreement shall bear their natural meaning save to the extent defined in Clause 1.1
 - 1.2.12 the right of a party under this Agreement to give or withhold its approval, consent, agreement, confirmation or analogous endorsement shall in each case unless otherwise stated be subject to an obligation not to unreasonably withhold or delay the giving or withholding of any such endorsement

2. SCOPE AND PURPOSE OF THE AGREEMENT

- 2.1. The purpose of this Agreement is to facilitate the Parties' collaboration in the Procurement of the Project Athena Services.
- 2.2. Each of the Parties believe that collaborating in Project Athena is in the interests of the efficiency and effectiveness of each of them and other

police authorities and law enforcement agencies who may utilise the Project Athena Services pursuant to the Framework Agreement.

- 2.3. This Agreement shall apply to the Procurement only.
- 2.4. The collaboration shall be subject to the governance arrangements set out in the Governance Protocol at Schedule 1 (Governance Arrangements) which arrangements may be amended at any time subject to the agreement of the Parties provided that such amendment shall not constitute a variation of this Agreement.

3. DURATION

- 3.1. This Agreement shall commence on 1 August 2011 and shall continue in full force and effect until midnight on the day falling three (3) months following the date on which the Framework Agreement is executed by the Contractor and each of the Parties unless terminated sooner in accordance with clause 20 (Termination).
- 3.2. In the event that any Party terminates this Agreement pursuant to clause 20 (Termination) the remaining Parties shall conclude a replacement agreement ("Replacement Agreement") on the same terms as this Agreement which agreement shall come into full force and effect upon either:
 - 3.2.1 the consent to such Replacement Agreement being given by the chief officers of each relevant police force, where such consent is required pursuant to section 23A(4) Police Act 1996; or
 - 3.2.2 the conclusion of the consultation in respect of such Replacement Agreement with the chief officer of each relevant police force where such consultation is required pursuant to section 23A(6) Police Act 1996.

4. ADMISSION OF ADDITIONAL PARTIES

- 4.1. Further Police Authorities may, subject to consultation with the relevant Chief Constable, be added to this agreement with the consent of the Parties
- 4.2. Further Police Authorities may be admitted to the Agreement with the consent of the Parties acting unanimously and where appropriate the relevant Chief Constables.

5. SUPPORT TO BE PROVIDED BY ESSEX

- 5.1. In relation to Project Athena Essex shall provide the following support:
 - 5.1.1 It shall be the lead authority in relation to the procurement of the Contractor and accordingly shall undertake the administration of all stages in the procurement up to and including the award of the Framework Agreement,

- 5.1.2 it shall provide or procure the provision of or authorise any other Party to provide accommodation for any meetings including any with organizations bidding to be appointed the Contractor,
- 5.2. Essex shall be entitled to obtain such professional advice and other assistance as it may reasonably require in connection with the performance of its obligations under this Agreement and shall be reimbursed any costs incurred by the Parties in proportion to their net revenue expenditure.

6. COST SHARING

The Parties shall each contribute to the procurement the resources stipulated in Schedule 2 (Athena Resources) or as otherwise agreed by the Parties.

7. EMPLOYEES

- 7.1. In the event that any Party (for the purposes of this Clause 7 the "Seconding Authority") seconded any of its Employees to Essex in respect of Project Athena and / or Essex's obligations under this Agreement the other Project Athena Authorities (including] Essex) shall in respect of the duration of the secondment each contribute in proportion to their net revenue expenditure to the costs ordinarily incurred by the Seconding Authority in relation to the employment/engagement of such Employee including; salary, pension contributions, lawful prerequisites and any other costs of a similar nature arising as a consequence of the relationship between the Seconding Authority and the relevant Employee.
- 7.2. All Employees shall normally remain under the direction and control of the Chief Constable of the force belonging to the relevant Party save and except that if a Chief Constable of a force of any of the Athena Authorities should agree to transfer direction and control to the Chief Constable of Essex they shall have the authority to do so subject to the terms, scope and duration of such transfer of direction and control being properly recorded.
- 7.3. For the avoidance of doubt the provisions of this Clause 7 shall not apply in respect of any individuals who undertake any activities connected with Project Athena as representatives of their normal employer (by way of example but not limitation attending dialogue meetings with bidders or Review Meetings).
- 7.4. The Parties shall in accordance with Schedule 2 (Athena Resources) nominate individuals to fulfill the positions set out in the said Schedule 2 and in the event that any such position is vacated the nominating Party shall nominate another suitably qualified person to fulfill that position.

8. PROCUREMENT

8.1. Notwithstanding the provisions of clause 5 (Support To Be Provided By Essex) the Parties shall each take an active role in the selection of the Contractor and award of the Framework Agreement and accordingly:

8.1.1 each party shall be entitled to:

8.1.1.1. nominate one person to:

- (a) serve on the Athena Project Board; and
- (b) serve on any of the dialogue teams and thereby attend the dialogue meetings; and
- (c) serve on any of the evaluation teams and take part in the evaluation of any bids received in respect of the Framework Agreement

8.1.1.2. prepare or assist in the preparation of any documents to be used in the Procurement or which will form part of the Framework Agreement (including for the avoidance of doubt the Model Contract),

8.1.1.3. comment on any documents to be used in the Procurement or which will form part of the Framework Agreement (including for the avoidance of doubt the Model Contract),

8.1.2 The Parties shall be entitled to consult the Procurement Advisory Group on any matter connected with the Procurement.

8.1.3 The Project Director shall acting reasonably determine the size and make up of each team to which Clause 8.1.1 (b) and (c) refers and when selecting the nominees to serve on each team shall have regard to amongst other things the size nature and complexity of the tasks to be performed by the relevant team and the skills and experience of the various nominees and accordingly the Parties each acknowledge and agree that in respect of any of the teams their nominee may not be selected to serve.

8.2. Challenges to the Procurement

8.2.1 In the event that at any time any person (in this Clause 8.2 the "Claimant") alleges that in respect of the Procurement there has been a breach of the Public Contracts Regulations 2006 as amended or any other Legislation (a "Claim")

8.2.1.1. Essex shall be entitled to have sole custody of the defence and /or settlement of such Claim including the conduct of any litigation that arises from it (including in any appeals) and shall be entitled to engage such professional legal and other advice as it considers necessary or appropriate for that purpose.

8.2.1.2. each of the other Parties shall at their own expense promptly provide to Essex their full co-operation and such

other assistance as Essex may request in connection with the defence and / or settlement of the Claim.

- 8.3. In respect of any Claim the Parties shall bear in proportion to their net revenue expenditure all the costs expenses (including legal costs) losses liabilities damages and impositions including but not limited to any sum paid to the Claimant in connection with the settlement of the Claim or in respect of damages awarded by any court to the Claimant or in respect of any fines or civil penalties imposed on Essex by order of any court pursuant to the Public Contracts Regulations 2006 (as amended) which are incurred by or imposed on Essex in connection with or as a result of the Claim (including for the avoidance of doubt but not limitation its defence any counter claim and / or appeal) and accordingly the other Parties shall each reimburse Essex the amount due from such Party pursuant to this sub-Clause 8.2.2 within 30 (thirty) days of a written demand therefore.
- 8.3.1 In the event that in any litigation judgment is given against the decision as to whether or not an appeal should be made against such judgment shall lie with Essex and the provisions of this clause 8.2 shall apply to such appeal provided that Essex shall have obtained an opinion from Counsel of sufficient seniority that such an appeal has a reasonable prospect of success.
- 8.3.2 In the event that any dispute arises as to whether or not any Counsel proposed in relation to an appeal is sufficiently senior Essex shall obtain an opinion from a Queen's Counsel.
- 8.4. In the event that in respect of any Claim proceedings are issued against any Party other than Essex the provisions of Clause 8.2 shall continue to apply but all references to Essex shall be replaced by references to the relevant Party.

9. **DISPUTE RESOLUTION**

- 9.1. Any dispute or difference concerning this Agreement or the subject matter of this Agreement which shall include for the avoidance of doubt all matters related to Project Athena and the Procurement of the Project Athena Services shall in the first instance be referred for resolution to the Chair of the Athena Project Board.
- 9.2. In the event that the dispute remains unresolved at the end of the period of fourteen days (or such longer period as the disputing Parties may agree) the dispute shall be referred to the Athena Project Board for determination
- 9.3. In the event that either:
- 9.3.1 the dispute remains unresolved at the end of the period of fourteen days (or such longer period as the Parties to the dispute may agree) following the referral to the Athena Project Board, or
- 9.3.2 the Athena Project Board considers the subject matter of the dispute is such that it should decline to deal with the dispute

the dispute shall be referred to the Chief Constables and Chief Executives of the Athena Authorities for resolution which resolution shall be final and binding on the Parties.

- 9.4. In the event of a dispute arising under this Agreement the disputing Parties shall each notify Essex in writing accordingly and shall in such notification or within ten Working Days of such notification identify the nature and substance of the dispute and their position in relation to it in sufficient detail for Essex to be able to understand all the issues arising. Within a reasonable period following its receipt of a notification under this Clause 9.4 Essex shall notify the non disputing Parties of the dispute.
- 9.5. In the event that the dispute relates to an issue which in the opinion of either of the disputing Parties or Essex has implications for this Agreement or any of the Athena Authorities other than the disputing Parties such that it may require the amendment or variation of this Agreement Essex shall be entitled to join the dispute and in the event that the dispute is referred to the Athena Project Board or to the Chief Constables and Chief Executives for resolution shall be entitled to make submissions to the Athena Project Board or to the Chief Constables and Chief Executives as appropriate provided that Essex shall have no liability to either of the disputing Parties as a result of its joining the dispute.
- 9.6. The Parties to any the dispute shall bear their own costs in relation to its resolution.

10. FORCE MAJEURE

- 10.1. None of the Parties shall be liable for any failure to perform any of their obligations under this Agreement to the extent that such failure arises from or is caused by an act of God or an event of Force Majeure including (but not limited to) Acts of God, Acts of War, Decrees of Government, Riots or Civil Commotion acts of terrorism or any other event or circumstance which is beyond the control of the affected Party and which the affected Party with the application of reasonable due diligence and foresight could not have prevented or overcome.

11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Parties hereby grant to each other a non exclusive royalty free licence to use such of their Intellectual Property Rights as are necessary or desirable for the purposes of Project Athena including but not limited to the procurement of the Contractor and the receipt by any of them of the Project Athena Services.
- 11.2. Any and all Intellectual Property Rights developed under or as a consequence this Agreement shall as between the Parties vest in Essex provided that to the extent that by operation of law they do not vest in Essex they shall be and become the property of Essex and each of the other Athena Authorities shall execute or cause to be executed including

by any employee or agent of theirs any and all deeds, documents and acts required to assign such Intellectual Property Rights to Essex.

11.3. Essex hereby grants (or, if such grant cannot legally take place until a later date, agrees to grant) to each of the Athena Authorities with effect from the date of this Agreement or in the case of any intellectual property not yet in existence with effect from the creation thereof, a perpetual royalty-free non-exclusive licence (such licence to remain in full force and effect notwithstanding the termination of this Agreement to use and to reproduce all intellectual property to which clause 11.2 relates for any purpose whatsoever related to Project Athena and their use of the Project Athena Services. Such licence will carry the right to grant sub-licences and will be transferable to third parties.

11.4. Intellectual Property Rights Indemnity

11.4.1 The Parties hereby warrant to each other that the use by such other of any data, reports, documents, drawings, specifications, software, designs, inventions and/or other material produced by them (including, without limitation, documentation relating to any design originally prepared or produced by or on behalf of them) (together "Material") shall not infringe the Intellectual Property Rights of any third party.

11.4.2 Each Party shall in respect of any Material supplied by it ("Supplied Material") in connection with this Agreement indemnify each other Party against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in the United Kingdom of any Intellectual Property Right by the use or possession of such Supplied Material.

11.4.3 In the event that any claim or demand is made or action brought against an Athena Authority to which Clause 11.4.2 may apply the Athena Authority giving the indemnity ("the Indemnifier") shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the indemnified Athena Authority ("the Beneficiary") hereby agrees to grant to the Indemnifier exclusive control of any such litigation and such negotiations.

11.4.4 The Beneficiary shall at the request of the Indemnifier afford to the Indemnifier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Beneficiary to which Clause 11.4.2 may apply. The Indemnifier shall reimburse the Beneficiary for all costs and expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) incurred in so doing.

11.4.5 The Beneficiary shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or

action for infringement or alleged infringement of any Intellectual Property Right by the Indemnifier to which Clause 11.4.2 may apply.

- 11.4.6 If a claim, demand or action is made to which Clause 11.4.2 may apply or in the reasonable opinion of the Indemnifier is likely to be made, the Indemnifier may at its own expense either:
 - 11.4.6.1. modify any or all of the Supplied Material without reducing the performance and functionality of the same, or substitute alternative Material of equivalent performance and functionality for any or all of the Supplied Material, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted Material and such modified or substituted Material shall be acceptable to the Beneficiary, such acceptance not to be unreasonably withheld; or
 - 11.4.6.2. procure a licence to use and provide the Supplied Material on terms which are acceptable to the Beneficiary.
- 11.4.7 The foregoing provisions of this Clause 11.4 shall not apply insofar as any such claim or demand or action is in respect of:
 - 11.4.7.1. any use by or on behalf of the Beneficiary of the Material in combination with any item not supplied by the Beneficiary where such use of the Material directly gives rise to the claim, demand or action; or
 - 11.4.7.2. any modification carried out by or on behalf of the Beneficiary to any item supplied by the Indemnifier under this Agreement if such modification is not authorised by the Indemnifier in writing.

12. RECORDS AND AUDIT

- 12.1. Each Party shall keep full and accurate records of:
 - 12.1.1 any consents permissions or consultations which it is required to obtain or carry out including without limitation any required pursuant to section 23A Police Act 1996,
 - 12.1.2 all matters with which it has been involved and all costs and expenses it has incurred facilities and/or assistance it has provided in relation to the Procurement.
- 12.2. Without prejudice to the generality of clause 12.1 Essex shall at all times during the currency of this Agreement keep and maintain in accordance with normal accounting practices in the public sector full proper and accurate records of all the Costs and Expenses it has incurred and any sums it has received in connection with the Procurement (the "Project Accounts").
- 12.3. Essex shall make the Project Accounts or copies thereof available:

- 12.3.1 to any of the Parties on reasonable request and on reasonable notice by such Party for the purposes of validating any sum claimed by Essex pursuant to Clause 6 provided that no Party shall request access to the Project Accounts on more than [2] [(two)] occasions in any Agreement Year, and
- 12.3.2 within a reasonable period following the end of the period to which they and any formal or normal procedures in relation to their finalisation.
- 12.4. Each Party shall permit each other Party and their internal or external auditors on reasonable notice reasonable access at reasonable times to all the records to which this Clause 12 applies including the right to take copies of them
- 12.5. The records to which this Clause 12 relates shall be retained throughout the duration of this Agreement and for the period of 6 (six) years following its expiry or termination.

13. INSURANCE

- 13.1. Each Party shall be responsible for securing and maintaining at its own cost and expense adequate insurance to other financial provision (which shall include self insurance arrangements) to cover its obligations under this Agreement.
- 13.2. In the event that a claim is made against two or more of the Parties then save in respect of any claims to which Clause 8.3 relates which claims shall be dealt with in accordance with the said Clause 8.3 and subject to the insurance arrangements of each Party and in particular but without limitation the terms of any policy of insurance taken out by either Party which policy of insurance is applicable to such claim the Parties shall where and to the extent that each considers it reasonable to do so co-operate with each other in the conduct of the defense of such claim.

14. WARRANTIES

- 14.1. Each Party warrants to the others that:
 - 14.1.1 it has capacity authority and all necessary consent to enter into this Agreement and perform its obligations under it
 - 14.1.2 that it has carried out and completed any consultations that it may be required to undertake including without imitation any required pursuant to section 23A Police Act 1996 as amended

15. FREEDOM OF INFORMATION

- 15.1. Each Party acknowledge that, in order to be compliant with the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004, ("EIRA") any of the other Parties may be obliged, on request, to provide or consider the provision of Information to third parties where that Information constitutes or may constitute Confidential

Information. Subject to the provisions of this Clause 15, each Party shall assist and co-operate with the others (at the co-operating Party's expense) to facilitate the other's compliance with the FOIA and/or EIR in that regard.

15.2. Without prejudice to the generality of its obligations under Clause 15.1, each Party shall:

15.2.1 transfer any Request for Information that it receives, which should be responded to by one of the other Parties to the relevant other Party as soon as practicable after receipt and in any event within 2 Working Days of receiving that Request for Information; and

15.2.2 provide the other Party with a copy of all Information in its or its sub-Contractor's possession or power that the other Party reasonably considers is relevant to the Request for Information in the form that the other Party requires as soon as practicable and in any event within 5 Working Days of the other requesting that Information (and any follow-up Information required by the other thereafter within 2 Working Days of the other's follow-up request).

15.3. Each Party further acknowledges that, notwithstanding the provisions of Clause 16, any of them may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose Information that is or may be Confidential Information -

15.3.1 in certain circumstances without consulting with the other Party; or

15.3.2 following consultation with the other Party and having taken the other's views into account;

provided always that where Clause 15.3.1 applies, the disclosing Party shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the other Party prior to any disclosure.

15.4. Subject to the disclosing Party complying with its obligations under this Clause 15, it shall not be liable for any loss, damage, harm or other detriment suffered by the other Party arising from the disclosure of any Information, whether or not such Information is Confidential Information, falling within the scope of the FOIA or EIR.

15.5. Each Party shall indemnify each of the others against all claims, demands, actions, costs, proceedings and liabilities that any of the other Parties incur due to the indemnifying party's breach of this Clause 15.

16. **CONFIDENTIALITY**

16.1. Each of the Parties ("the Covenantors") shall both during the currency of this Agreement and at all times following its expiry or termination keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) save as provided by this Agreement any Confidential Information about the business or affairs of and/or belonging to any of the other Parties which has come to its attention as a result of or in connection with this Agreement or Project Athena, in

particular (but without prejudice to the generality of the foregoing) provided always that this obligation shall not relate to any such information which:-

- 16.1.1 was already in the public domain at the date it was disclosed to the relevant Party;
 - 16.1.2 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenantor or any other person to whom the Covenantor is permitted to disclose such information under this Agreement); or
 - 16.1.3 is required to be disclosed by law; or
 - 16.1.4 is disclosed to any department, office or agency of Her Majesty's Government ("Crown Bodies"); or
 - 16.1.5 is disclosed to any consultant, contractor or other person engaged by a Crown Body; or
 - 16.1.6 is disclosed by any of the Parties to the extent the Party (acting reasonably) deems necessary or appropriate in the course of carrying out its public functions.
 - 16.1.7 is disclosed to the National Audit Office; or
 - 16.1.8 was already in the possession of the Covenantor (without restrictions as to its use) on the date of receipt.
- 16.2. Other than where it is deemed appropriate by a Party's Chief Executive (taking into account any commercially sensitive or confidential information (Schedule 12A of the Local Government Act 1972) or required to do so by law (including but not limited to pursuant to section 23(E) Police Act 1996) or by a order of a court of competent jurisdiction no Party shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or the matters contained therein without obtaining the consent of the other Parties as to the contents thereof and the manner of its presentation and publication provided that such consent shall not be unreasonably withheld or delayed.
- 16.3. Each Party (in this clause 16.3 the "Indemnifier") shall indemnify and keep indemnified the other Parties against all actions, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Indemnifier of this Condition 17, such indemnity shall be without prejudice to any other rights the Party claiming under this indemnity may have.

17. DATA PROTECTION ACT

- 17.1. For the purposes of this Clause 17, "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing" and "Subject Access Rights" shall have the meanings given to them in the Data Protection Act 1998.

- 17.2. The Parties warrant that they will each duly observe all their obligations under the Data Protection Act 1998, Directive 95/46 EC and any other associated legislation or regulations (“the Data Protection Requirements”). The Parties shall comply with any applicable codes of practice or other relevant guidance issued under or in connection with the Data Protection Requirements and no Party shall do anything which would cause any of the other Parties to be in breach of their obligations under or in connection with the Data Protection Requirements
- 17.3. Where any of the Parties Process Personal Data on behalf of any of the others in relation to this Collaboration Agreement or Project Athena, it shall do so as a Data Processor and shall:
- 17.3.1 act and shall ensure that their employees or agents act only on instructions from the relevant Data Controller which shall be the Party on whose behalf the Data are Processed data; and
- 17.3.2 take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall supply to the Party who is the Data Controller in relation to those Data such information as that Data Controller may require to satisfy itself that the Party acting as Data Processor is complying with its obligations in this sub-Clause 17.3.2.
- 17.4. Each of the Parties shall when requested to do so following a decision of the Project Athena Board supply to the Project Athena Board or any person nominated by it details of its compliance with its obligations under this Agreement in connection with the Processing of Personal Data.

18. INDEMNITIES

- 18.1. Save in respect of any liabilities arising under or as a result of any breach of the Public Contracts Regulations 2006 as amended or Directive 2004/18/EC the sole rights remedies and obligations of the Parties in respect of which are set out in Clause 8 and Clause 21 hereof will require each of the Parties shall fully and promptly indemnify each of the others against any losses costs expenses liabilities claims demands proceedings whatsoever or howsoever arising directly but not indirectly or consequentially out of the act default breach of contract tort (including negligence) breach of statute or statutory duty of the indemnifying Party.
- 18.2. For the purposes of clause 18.1 direct losses shall include but not be limited to:
- 18.2.1 wasted employee and management time
- 18.2.2 any fines or impositions incurred or imposed
- 18.2.3 any wasted procurement costs
- 18.3. The provisions of clause 18.3 shall not apply in respect of liability for death or personal injury caused by the negligence of a Party or any of its

employees or agents acting in the course of their employment or in respect of a misrepresentation made fraudulently or in respect of any breach of any implied term concerning title to goods and accordingly in respect of each such liability each Party's liability will be unlimited.

19. FINANCIAL CONTROLS AND REGULATIONS

- 19.1. This Agreement shall be subject to the provisions of the Financial Regulations of Essex (the "Financial Regulations") in force from time to time.
- 19.2. The APB shall be responsible for ensuring that the Project is run efficiently and effectively.

20. TERMINATION

20.1. Resignation

20.1.1 Any Party may terminate this Agreement at any time following the award of the Framework Agreement or the cancellation of the Procurement process by giving to Essex not less than [6(six) months] notice in writing (a "Resignation Notice") in which event this Agreement shall terminate upon the expiry of such Resignation Notice.

20.1.2 A Resignation Notice shall only be effective to terminate the serving Party's involvement in the collaboration and upon the termination of this Agreement a new collaboration agreement on the same terms shall simultaneously come into effect between the remaining Parties provided that any necessary consents or consultations have been given or concluded.

20.1.3 In the event that in any Agreement Year numerous Parties exercise their rights to terminate this Agreement pursuant to sub-Clause 20.1.1 so that on the expiry of the last such Resignation Notice there remain two or fewer Parties to the Agreement ("Remaining Parties") those remaining Parties may agree to terminate this Agreement with effect from such date as they may agree provided that such date shall be no earlier than the expiry date of the Resignation Notice served by the last Party to serve such a notice.

20.2. In the event that any Party is:

20.2.1 in breach of any of its material obligations under this Agreement which breach if capable of being remedied is not remedied by the breaching party within a reasonable period of being requested to do so by Essex ; or

20.2.2 in persistent breach of any of its obligations; or

the other Parties may acting unanimously terminate this Agreement by serving on the breaching Party not less than two month's notice in writing to that effect (a "Termination Notice") which notice shall specify state on

its face that it is a Termination Notice and shall also state the reason or reasons for which it is served.

- 20.3. For the purpose of Clause 20.2
- 20.3.1 a party shall be in breach of any of its material obligations in the event that it:
- 20.3.1.1. fails to pay any sum due under this Agreement within thirty (30) days following the expiry of the time limit for making such payment
 - 20.3.1.2. or any Employee or agent of its' discloses to any person other than a person to whom such disclosure is permitted under this Agreement or to whom such disclosure has been properly authorized by the Parties
 - (a) any Confidential Information concerning project Athena
 - (b) any information which has been supplied by a Bidder as part of or in connection with that Bidder's bid whether or not such information is Confidential Information
 - 20.3.1.3. any failure to comply with its obligations under section 23A Police Act 1996 as amended to consult with or obtain the approval of the relevant chief police officer
 - 20.3.1.4. [any other reasons for which you would want to terminate the Agreement]
- 20.3.2 a persistent breach shall mean
- 20.3.2.1. the failure on three occasions in any period of twelve months to attend board meetings
 - 20.3.2.2. [specify other circumstances]
- 20.4. The Parties may acting unanimously agree to terminate this Agreement on such terms as they may agree.
- 20.5. In the event that any of the Parties merges with another police authority or otherwise ceases to exist in its own right this Agreement shall on the date such merger is completed terminate as if the merging Party had served a Resignation Notice expiring on such date provided that those obligations which expressly or impliedly continue beyond the expiry or termination of this Agreement shall be binding on the statutory successor to the relevant Party.
- 20.6. The Parties intend that they will conclude a further Agreement pursuant to section 23 and section 23A (as appropriate and as amended) in relation to the management of the Framework Agreement including but not limited to the award and management of Specific Contracts under it and in the event that they do so this Agreement shall subject to Clause 26 terminate upon the execution of such new agreement by the Parties and any additional parties that the Parties may approve.
- 20.7. Consequences of Termination

- 20.7.1 In the event that this Agreement is terminated whether in accordance with Clause 20.1 or Clause 20.2 the Party serving the Resignation Notice or on whom the Termination Notice has been served shall:
- 20.7.1.1. within seven days of the date on which the Termination Notice or the Resignation Notice as appropriate expires (the "Termination Date") pay to Essex all sums which such Party is liable to pay to Essex under this Agreement and which such have accrued at the Termination Date but remain unpaid at that date.
 - 20.7.1.2. remain liable in accordance with Clause 8.3 of this Agreement in respect of any litigation where such litigation has commenced prior to the Termination Date and accordingly the obligation in the said Clause 8.3 to contribute to the costs of such litigation shall continue until the final determination of the litigation and shall apply in respect all such costs incurred until such final determination
 - (a) For the purposes of this Sub-Clause 20.6.2 litigation shall be deemed to commence on the date on which proceedings are regarded as having been started pursuant to regulation 47D(5) of the Public Contracts Regulations 2006 (as amended)
 - 20.7.1.3. by no later than seven (7) days following the Termination Date (or within such other longer period as Essex may agree) return to Essex (and not keep any copies of) any property equipment asset or data provided or created by any Party or Parties for use in connection with this Agreement.
 - 20.7.1.4. forthwith on the Termination Date vacate any premises belonging to or under the control of any other Party which have been used or occupied solely for the purposes of Project Athena

21. **EVIDENCE IN CONNECTION WITH LEGAL PROCEEDINGS**

Each Party shall if requested by any other Party (or its auditors or insurers) to do so and at their own cost and expense fully co-operate with such other and provide to such other any relevant information in connection with any legal proceedings in which such other may have an interest or may become involved in connection with this Agreement or the Procurement (including for the avoidance of doubt but not limitation any proceedings to which clause 8 relates) and shall give evidence in such proceedings.

22. **SURVIVAL OF TERMS**

The following provisions of this Agreement shall survive its expiry or early termination: Clause 8 (Procurement), Clause 9 (Dispute Resolution), Clause 12 (Records and Audit), Clause 15 (Freedom of Information), Clause 16 (Confidentiality), Clause 18 (indemnity), Clause 20.7 (Consequences of Termination) and Clause 21 (Evidence in Connection with Legal Proceedings).

23. **VARIATIONS**

- 23.1. This Agreement shall be varied in accordance with any direction issued by the Secretary of State pursuant to section 23(G)(4) of the Police Act 1996.
- 23.2. Without prejudice to the power of the Secretary of State in section 23(G)(4) of the Police Act 1996 to prohibit a variation to this Agreement this Agreement may be varied with the written consent of all the Parties and if appropriate of the relevant Chief Constables.

24. **WAIVER**

- 24.1. The failure or neglect by any Party to enforce at any time any term or provision of this Agreement or to exercise any right or remedy available to it under this Agreement or at law shall not be construed nor be deemed to be a waiver thereof nor in any way affect the validity of the whole or any part of this Agreement nor cause any diminution of the obligations established by this Agreement nor shall any waiver of a breach constitute a waiver of any subsequent breach whether such breach shall be a like breach or not or of the same term or not nor shall a waiver of any right to enforce any term or provision of this Agreement constitute a waiver of the right to subsequently enforce such term or provision or any other term or provision.
- 24.2. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated by the waiving Party to the other Parties in writing.

25. **NOTICES**

- 25.1. Except as otherwise provided in this Agreement all notices given under the Agreement shall be in writing and shall, be sent to the address of the recipient set out in clause 25.2 or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause 25. Any such notice may be delivered personally or by first class pre-paid letter, telex, facsimile transmission or electronic mail and shall be deemed to have been served as follows:

- 25.1.1 by hand when delivered,
- 25.1.2 if by first class post 48 hours after posting,

- 25.1.3 if by telex or facsimile transmission when dispatched, subject to satisfactory transmission reports being received by the sender.
- 25.2. Addresses for Service
- 25.2.1 For Essex:
At 3 Hoffmanns Way, Chelmsford, Essex CM1 1GU
for the attention of: The Chief Executive
- 25.2.2 For Kent:
at Gail House, Gail House, Lower Stone Street, Maidstone, Kent,
ME15 6NB
for the attention of: The Chief Executive
- 25.2.3 for Bedfordshire:
Bridgebury House, Woburn Road, Kempston, Bedford, MK43
9AX
For the attention of: The Chief Executive
- 25.2.4 for Cambridgeshire:
Room G038, Cambridgeshire Constabulary Headquarters,
Hinchingsbrooke Park, Huntingdon, Cambridgeshire, PE29 6NP
For the attention of: The Chief Executive
- 25.2.5 For Hertfordshire
Hertfordshire Police Authority of Leahoe House, Pegs Lane,
Hertford, SG13 8DE,
For the attention of: The Chief Executive
- 25.2.6 For Norfolk:
Norfolk Police Authority of Jubilee House, Falconers Chase,
Wymondham, Norfolk, NR18 0WW
For the attention of: The Chief Executive
- 25.2.7 For Suffolk:
Suffolk Police Authority of Police Headquarters, Martlesham
Heath, Ipswich, IP5 3QS
For the attention of: The Chief Executive
- 25.2.8 For British Transport:
British Transport Police Authority, The Forum, 5th Floor North, 74-
80 Camden Street, London, NW1 0EG
For the attention of: The Chief Executive
- 25.2.9 For City of London:

The Common Council of City of London, Guildhall, P O Box 270,
London EC2P 2EJ

For the attention of: The Town Clerk

25.3. Notices served other than in accordance with this Clause 25 shall not be validly given.

26. ENTIRE AGREEMENT

26.1. Other than the Joining Agreement between Essex and any of the Parties this Agreement constitutes the entire agreement and understanding between the Parties in relation to the subject matter hereof and supersedes all prior representations, arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating to the same.

26.2. Each Party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation or for breach of any warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently.

26.3. This Agreement is binding on each of the Parties and their statutory successors.

IN WITNESS whereof the Chief Executive has signed this Agreement on behalf of and with the authority of his/her Police Authority

.....

Andrew White

.....

(Print Name)

Hertfordshire Police Authority Chief Executive

SCHEDULE 1

ATHENA GOVERNANCE PROTOCOL

1. MEETINGS GENERAL

1.1 Subject to Paragraph 2.4 and Paragraph 2.5 each individual who is a member of the Athena Project Board (APB) shall be entitled to 1 (one) vote at any meeting of the APB

1.2 All meetings shall be minuted in writing.

1.3 The quorum for meetings shall be 4.

- 1.4 In the event of a deadlock at a meeting the Chair shall have a casting vote.
- 1.5 Each individual who is a member of the APB shall be entitled to not less than 5 Working Days written notice of any APB meeting, in the event that any such person is not given such notice the meeting in question shall not be properly convened and accordingly shall not be held or in the event that it has begun when such defect is discovered shall immediately be adjourned and shall reconvened once all individuals entitled to notice of it have been so notified in accordance with this Paragraph 2.5.

2. THE ATHENA PROJECT BOARD (“APB”)

- 2.1 The APB shall convene on a six (6) weekly basis.
- 2.2 The individuals specified below shall be the standing members of the APB
 - 2.2.1 the IT Director for Kent and Essex Police who shall be the Chair of the APB
 - 2.2.2 The Head of Procurement for Essex and Kent Police Authorities (not a voting member)
 - 2.2.3 The Athena Project Manager (not a voting member)
 - 2.2.4 Assistant Chief Constable or support staff equivalent for each Party as representatives of their respective Chief Constables and their Authorities.
 - 2.2.5 A representative from the NPIA (not a voting member).
 - 2.2.6 The Chief Executive of Essex Police Authority.
 - 2.2.7 A Chief Executive from one of the Athena Authorities.
- 2.3 Any material decision shall be decided on the basis of one vote each for the Chairman and representatives of the Chief Constables and Authorities. Decisions other than material decisions shall be decided on the basis of a majority of the votes cast by those attending the meeting and entitled to vote.
- 2.4 The APB shall be entitled to co-opt on to it any person whether an Employee of any of the Parties or not for such period as the Parties may agree provided that such co-opted member shall not be entitled to vote at any meeting.
- 2.5 The APB shall be entitled to request the attendance of any person to advise it on any matter related to the Procurement provided that such person shall attend solely as an adviser and shall not be entitled to vote at the meeting.
- 2.6 The APB shall:
 - 2.6.1 subject always to the provisions of Clause 8 be responsible for managing and deciding upon any:
 - 2.6.1.1 commercial risks or the threat thereof,

- 2.6.1.2 legal risks or the threat thereof,
- 2.6.1.3 service operation risks or the threat thereof,
- 2.6.1.4 any other matters which are or may pose a risk or threat of a risk of whatever nature to the Procurement or the Project or both.
- 2.6.1.5 Material step or decision as defined by clause 1 of the Agreement.
- 2.6.2 be responsible for holding the Project Management to account for delivery of performance against key objectives (qualitative quantitative or financial),
- 2.6.3 subject always to Clause 9 be responsible for the resolution of any disputes between the Parties or any of them,
- 2.6.4 consider any matter which in the reasonable opinion of the Project Director is a matter which should properly be considered and decided upon by the APB,
- 2.6.5 be entitled to receive such reports as to the progress of the procurement or any matter related to the procurement as it may on reasonable notice require from any Party give such direction in response to such report as it may consider appropriate
- 2.6.6 be entitled to receive from Essex any recommendations concerning:
 - 2.6.6.1 the award of the Framework Agreement; and/or,
 - 2.6.6.2 any decision to cancel the Procurement,
- 2.7 The APB shall refer to the Parties any matters which
 - 2.7.1 requires consideration by the Parties or by their chief executives
 - 2.7.2 a majority of the APB attending the meeting at which the matter arises considers that in view of the risks (of whatever nature) attaching to such matter it ought properly be referred to the Parties.
 - 2.7.3 any proposal by the APB to make any change/s to the s23A Agreement (“Changes”) and for the avoidance of doubt the APB shall not implement any such Change without such approval.
- 2.8 The APB shall provide a quarterly report to each Party concerning the progress of Athena. The report shall be provide sufficient information to allow each Party to discharge its legal duty of ensuring the efficient and effective running of its police force.
- 2.9 Each Assistant Chief Constable sitting on the APB shall be responsible for ensuring that their respective Police Authorities are kept advised of the progress of Athena.

3 THE ROLE OF EACH POLICE AUTHORITY

- 3.1 Each Party shall oversee the operation of this Agreement and the collaboration on behalf of the Parties in so far as it relates to their force area and shall:
 - 3.1.1 consider any matter related to the collaboration which is referred to them by the APB pursuant to Paragraph 2.7.1 and which requires consideration by the Parties or by the chief executives subject to the appropriate powers having been delegated to them by their respective Police Authorities.
 - 3.1.2 be entitled to receive reports from its representative on the Project Board (Assistant Chief Constable) on any matter connected with any statutory duty of the relevant Party as to enable the such Party it to discharge such statutory duty,
 - 3.1.3 consider any dispute falling with in Clause 9.3,
 - 3.1.4 consider any request made by the APB to change the section 23A Agreement.
- 3.2 It is acknowledged that the Chief Executive of Essex Police Authority shall be the signatory for the Framework Agreement.

SCHEDULE 2 ATHENA RESOURCES

ATHENA PROJECT - RESOURCES

SCHEDULE 2

Version 0.4

This spreadsheet shows the theoretical yearly resource (and cost) commitment by each of the Athena forces.

Assumptions:

1. Identifies full-time resource (=1), and part-time (=0.2 i.e. 1 day/week).
2. Team member costs not included.

<u>Ref</u>	<u>Team</u>	<u>Person</u>	<u>Forces:</u> <u>Essex</u>	<u>Herts</u>	<u>Beds</u>	<u>Cambs</u>	<u>Suffolk</u>	<u>CoL</u>	<u>Kent</u>	<u>Norfolk</u>	<u>Comments</u>
1	Project Board										Equal representation from all forces
2	Project Director	JR									Paid by Athena
3	BDA										
	BDA - chair/deputy	GB							0.20		
		BN							0.20		
	Defendant Management - lead/deputy	DP				1.00					
		BC		1.00							
	Defendant Management - User Group										Equal representation from all forces
	Investigation Management/Intel - lead	MJ	1.00								Equal representation from all forces
	Investigation Management - User Group										Equal representation from all forces
	Intel - User Group										Equal representation from all forces
	Information Management - lead	WK	0.20								Equal representation from all forces
	Information Management - User Group										Equal representation from all forces
	Learning & Development - lead	PT	0.20								Equal representation from all forces
	Learning & Development - User Group										Equal representation from all forces
	ISIS Officer & Citizen	AW									NPIA
4	TDA										
	TDA - chair/deputy	TH				0.20					
		CC							0.20		
	TDA - User Group										Equal representation from all forces
5	PAG										

PAG - chair/deputy	SM									NPIA
PAG - reps										Equal representation from all forces
6 Business Change Management Team										
Manager	PS	1.00								
Cu	DW							1.00		
CP	DF							1.00		
Intel	NW							0.20		
Crime	SL							1.00		
General	PF	1.00								
General	MH	1.00								
NPIA Process Analysis										NPIA resource
7 Project Support										
PM	SJ					1.00				
Deputy PM	MB	0.20								
PSO	BC	1.00								
Local Resource										Equal representation from all forces
8 Communications Support										
Comms Officer	LH									Paid by Athena
9 Technical Support										
Technical Team Manager	VB		1.00							
10 Procurement Support										
Proc - lead	CBH	0.10						0.10		Joint Essex/Kent Procurement
Commercial Modeller	TC									Paid by Athena
Dialogue Advisor	RS									Paid by Athena
SPOC	GS									Paid by Athena
Dialogue Advisor	NH									Paid by Athena
Legal	S-P									Paid by Athena
Support	AM									Paid by Athena
11 Business Benefits										
Lead	MM							0.20		
Resource (equivalent full-time people per year):		5.70	2.00	0.00	1.20	1.00	0.20	3.90	0.00	14.00
Cost per year (assume £40k/person):	[all £k]	228.00	80.00	0.00	48.00	40.00	8.00	156.00	0.00	560.00

