

**Police Authorities of Dorset, and Wiltshire.**

**Chief Constables of Dorset Constabulary, and Wiltshire Police**

Collaboration Agreement pursuant to Sections 22A to 22C and Sections 23 and 23A to 23I of the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011) relating to the procurement of a finance system

**Not Protectively Marked**

Date: April 2012  
Version: 0.7

**THIS AGREEMENT** is made this 21 day of November 2012

**BETWEEN:**

Each of the Authorities and Chief Constables named in Schedule 1.

**IT IS AGREED** as follows:

**1. Introduction and legal context**

1.1 The Chief Constables of Dorset Constabulary, and Wiltshire Police have identified significant business benefits in procuring a new finance system for their forces.

1.2 Dorset Police Authority, and Wiltshire Police Authority have resolved to procure a new finance system.

1.3 This Agreement is made between the Parties pursuant to Sections 22A to 22C and 23 and 23A to 23I of the Act.

1.4 For the purposes of Section 23(5) of the Act, the Chief Constables of Dorset Constabulary and Wiltshire Police have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective forces.

1.5 For the purposes of Section 23A(5) of the Act, Dorset Police Authority, and Wiltshire Police Authority have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the Authorities and the forces they maintain.

1.6 For the purposes of section 22A of the Act this Agreement contains a policing body collaboration provision and a policing body and force collaboration provision.

**2. Definitions and Interpretation**

**2.1 Definitions**

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

***Expression***

***Meaning***

**"Act"**

means the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the

Police Reform and Social Responsibility Act 2011);

<b>"Agreement"</b>	this agreement as amended from time to time in accordance with its terms;
<b>"Authorities"</b>	the police authorities listed in Part 1 of Schedule 1 to this Agreement and "Authority" means any of the police authorities listed in Part 1 of Schedule 1 to this Agreement;
<b>"Business Day"</b>	any day which is not:  (a) a Saturday;  (b) a Sunday; or  (c) a public holiday in England and Wales;
<b>"Chief Constables"</b> .....	the Chief Constables listed in Part 2 of Schedule 1 to this Agreement and "Chief Constable" means any of the Chief Constables listed in Part 1 of Schedule 1 to this Agreement
<b>"Collaborative Purpose"</b>	the purpose for which this Agreement has been completed being the procurement and successful operation of a new finance system ;
<b>"Contract Manager"</b>	the contract manager, an employee of WPA appointed by the Project Board
<b>"Contractor"</b>	Specialist Computer Centres PLC a company registered in England and Wales with company registration number 01428210
<b>"DPA"</b>	Dorset Police Authority

<b>"Exit Strategy"</b>	the Exit Strategy annexed at Schedule 6 to this Agreement as amended from time to time by the Project Board;
<b>"Force Majeure Event"</b>	in respect of any party to this Agreement, any act or event (including any riot, civil unrest, war, act of terrorism, fire, earthquake, storm, flood or other natural catastrophe) which is outside the reasonable control of the relevant party and has materially affected the ability of the relevant party to perform its obligations in accordance with the terms of the Agreement;
<b>"Hosting Service"</b>	the hosting service to be provided by DPA more particularly described in Schedule 5 to this Agreement;
<b>"Parties"</b>	the parties to this Agreement and "Party" will be construed accordingly;
<b>"Project"</b>	the provision of and support for a new finance system for the Parties;
<b>"Project Board"</b>	the project board to be established to oversee the procurement and performance of the System and the Contractor ;
<b>"System"</b>	the finance system the subject of the Project;
<b>"System Availability"</b>	the availability of the functionality of the System to the Parties
<b>"System Contract"</b>	means the contract for the System dated 24 December 2010 made between (1) Wiltshire Police Authority and (2) Specialist Computer Centres PLC
<b>"System Services"</b>	the services to be provided by the Contractor under the System Contract
<b>"Trading Account"</b>	the trading account established under clause 9.1 of this Agreement

**“WPA”**

means Wiltshire Police Authority

## **2.2 Interpretation**

- (a) Any clause headings in this Agreement are for convenience of reference only and shall not affect its interpretation.
- (b) In this Agreement unless the context otherwise requires:
  - (i) references to Clauses and Schedules are to be construed as references to the clauses and schedules to this Agreement;
  - (ii) words importing the plural shall include the singular and vice versa and words importing the masculine gender shall include the feminine and vice versa and words denoting persons shall include companies;
  - (iii) references to any statutes or statutory provisions include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
  - (iv) any reference in this Agreement to person or entity includes individuals, bodies corporate, incorporated associations and partnerships;
  - (v) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
  - (vi) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
  - (vii) the words "day", "month", "year" and "quarter" mean calendar day, calendar month, calendar year and calendar quarter, unless otherwise stated; and
  - (viii) all references to the Authorities include their permitted successors and assigns.

- (c) The Schedules form part of this Agreement and will have effect.
- (d) Any conflict, ambiguity or inconsistency between the provisions of the Clauses and the Schedules shall be resolved in accordance with the following order of precedence:
  - (i) the Clauses; and
  - (ii) the Schedules.

### **3. Collaborative Purpose**

Each of the Parties agrees to achieve the Collaborative Purpose.

### **4. Commencement and Duration**

4.1 This Agreement shall commence on 24 December 2010 and shall continue until terminated in accordance with the terms of this Agreement.

4.2 This Agreement will be deemed to have effect from 24 December 2010.

### **5. Co-operation of Authorities**

#### **5.1 Duty to Cooperate**

- (a) Subject to Clause 5.2, WPA and DPA agree to co-operate with each other to achieve the Collaborative Purpose.
- (b) Without prejudice to the generality of Clause 5.1(a), but subject to Clause 5.2, each of the Authorities shall:
  - (i) act at all times and in relation to all matters connected with the Collaborative Purpose in a manner calculated to achieve the Collaborative Purpose in the most economic, efficient, and effective way possible;
  - (ii) act at all times towards each other in accordance with principles of good faith in all matters connected with the achievement of the Collaborative Purpose;
  - (iii) inform each other promptly of all information which comes into its possession which is relevant to the Collaborative Purpose or the Contract; and

- (iv) where reasonable, assist each other with any matter arising in connection with the achievement of the Collaborative Purpose or under the Contract, including assisting each other with remedying a problem with the System Services due to a failure by the Contractor to observe and perform its obligations under the Contract.
- (c) Each Authority warrants and agrees that, subject to Clause 5.2 and Clause 11 (Force Majeure), nothing shall prevent it from fully complying with its obligations under Clause 5.1(a) and (b).

## 5.2 Exceptions

No Authority shall be in breach of its obligations under Clause 5.1 if it is prevented from complying with such obligations by any requirement of law or any binding direction of a court or an authority of competent jurisdiction.

## 5.3 Staffing

Each Party shall provide sufficient police staff resource for the purposes of achieving the Collaboration Purpose.

## 6. Project Board

### 6.1 Appointment

(a) The Authorities will establish the Project Board as soon as possible after the date of commencement of this Agreement.

(b) Each Authority and Chief Constable will appoint a representative to the Project Board. The same representatives will sit on the Project Board.

(c) At its first meeting the Project Board will decide how it will conduct its meetings, the regularity of those meetings, and how the chair of the Project Board will be appointed.

### 6.2 Functions of the Project Board

(a) The functions of the Project Board are set out in Schedule 2 to this Agreement.

(b) The functions of the Project Board may only be varied with the consent of all the parties to this Agreement.

(c) The representatives of the Authorities and the Chief Constables who attend meetings of the Project Board will be subject to the decisions of the Project Board.

### 6.3 Matters Reserved to each Authority

- (a) Each Authority may reserve to itself the right to make any decision in respect of the matters set out at Schedule 3 or which are otherwise agreed by the Project Board.

## 7. Roles of WPA and DPA

### 7.1 Appointment of WPA as agent

- (a) DPA hereby appoints WPA as its agent to be responsible for the functions set out in Schedule 4 and, subject to Clause 7.1 (c), WPA hereby accepts such appointment as agent of DPA to carry out the functions set out in Schedule 4.
- (b) DPA agrees that WPA shall undertake appropriate actions as DPA's agent provided that such action is within the scope of WPA's authority as set out in Schedule 4.
- (c) WPA shall at any time be entitled to terminate its appointment as agent to DPA on giving not less than 6 months notice to DPA of its intention to terminate such appointment. If WPA serves such notice to terminate its appointment as agent, each of the Parties, acting through the Project Board will decide how the functions set out in Schedule 4 will be performed.
- (d) DPA shall at any time be entitled to terminate WPA's appointment as DPA's agent on giving not less than 6 months notice to WPA. In the event that this clause 7.1(d) has effect the Parties acting through the Project Board will decide how the functions set out in Schedule 4 will be performed.

### 7.2 Limitations of Authority

- (a) WPA shall not take any action in relation to the System Contract unless and to the extent it is authorised to do so under the terms of this Agreement.

### 7.3 Role of DPA

- (a) DPA will provide the Parties with the Hosting Service
- (b) DPA will procure that the Parties are provided with the System Availability



from the date the System passes all the acceptance tests and installation tests under the System Contract. For the avoidance of doubt this includes ensuring that the Contractor will provide the support for the System under the System Contract.

## **8. Payments to Contractor**

### **8.1 Payments under the System Contract**

Subject to sufficient funding being available in the Trading Account WPA will be responsible for the payments to the Contractor under the System Contract and undertakes to make all such payments strictly in accordance with the terms of the System Contract.

## **9. Cost Sharing Arrangements**

### **9.1 Subject to clause 9.2 WPA will establish the Trading Account into which the Authorities will pay the budget settled by the Project Board in each year of the term of the Contract in the following proportions:**

Dorset Police Authority: 50%

Wiltshire Police Authority: 50%

The annual contribution by each Authority to the budget for the Project will be paid in four instalments in each year on receipt of an invoice (in the case of DPA) from WPA in each three month period calculated from the date this Agreement is deemed to have effect.

### **9.2 It is agreed that the amounts to be contributed by the Authorities under clause 9.1 of this Agreement will be for goods and services that both Authorities require under the System Contract. In the event that either Authority wishes to buy any goods and services under the System Contract which are not required by the other Authority, the Authority requiring the relevant goods and services must pay the sum due for the goods and services into the Trading Account before WPA orders them under the System Contract.**

### **9.3 Subject to clause 8.1, WPA will settle each invoice submitted by the Contractor and the costs WPA incurs in exercising its functions as agent of DPA out of the funds in the Trading Account established under clause 9.1 of this Agreement.**

### **9.4 In the event that WPA anticipates that there will be insufficient funds in the Trading Account to meet costs to be incurred under this Agreement, the System Contract,**

and as agent for DPA, WPA may request a meeting of the Project Board to resolve this point.

## **10. Indemnities and Liability**

### **10.1 General Indemnity**

Subject to Clauses 10.2 and 10.3, DPA shall indemnify WPA against any claim made by any person against WPA in its capacity as agent of DPA.

### **10.2 Joint Liability**

If and to the extent that any person in addition to DPA is liable to WPA pursuant to Clause 10.1 in respect of the same matter, then DPA shall only be liable to WPA for such proportion of the amount of any such claim as is fair and reasonable having regard to the proportionate interest of DPA in the matter giving rise to such claim. Such apportionment of liability shall be determined by the Project Board.

### **10.3 Relief from liability**

DPA shall not be liable to WPA pursuant to Clause 10.1 if and to the extent that the relevant claim arises out of any action or omission of WPA which is outside the scope of its authority as agent of DPA under this Agreement.

### **10.4 WPA's Indemnity to DPA**

Where a claim is made by the Contractor against DPA, then if and only to the extent that such claim arises directly out of any action or omission of WPA which is outside the scope of its authority as agent of DPA under this Agreement, WPA shall indemnify DPA in respect of such matter.

### **10.5 WPA's Indemnity in respect of purchase of goods and services under the System Contract for the exclusive use of DPA.**

In the event that WPA incurs any liability arising as a direct or indirect consequence of purchasing goods and services under the System Contract for the exclusive use of DPA, DPA shall indemnify WPA against any such liability incurred by WPA except to the extent such liability arises directly from the negligence of WPA.

## 10.6 DPA's Hosting Service

In the event that DPA does not procure that any of the service levels for the Hosting Service are fulfilled in any two consecutive quarters (calculated from the date of this Agreement) the Parties will review the provision of the Hosting Service one result of which may be that WPA takes over the provision of the Hosting Service.

## 10.7 Liability in general

- (a) No party limits its liability under or in connection with this Agreement for:
  - (i) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
  - (ii) fraud by it or its employees; or
  - (iii) breach of any obligation as to title implied by statute; or
  - (iv) any other act or omission, liability for which may not be limited under applicable law.
- (b) No party shall be liable under or in connection with this Agreement for any loss of:
  - (i) profits; use; business opportunities; turnover; revenue; goodwill; or anticipated savings, (in each case whether direct or indirect); and/or
  - (ii) any other indirect, special or consequential claim, loss or damage.
- (c) If any Party incurs any liability under this Agreement that is not covered by this clause 10 it will be apportioned equally between the Authorities.

## 10.8 Insurance

Each Party shall maintain in force appropriate insurance to cover its liabilities under this Agreement.

## **11. Force Majeure**

### **11.1 Force Majeure Event**

- (a) Subject to due compliance with Clauses 11.1 (b) and (c) below, if any party to this Agreement fails to carry out its respective obligations under this Agreement as a result of the occurrence of a Force Majeure Event, then the party that is affected shall not be liable under this Agreement for such failure.
- (b) If any party is so prevented or delayed from performing its obligations as a result of the occurrence of a Force Majeure Event, such party shall:
  - (i) give notice in writing of such delay or prevention to the other parties as soon as reasonably possible stating the commencement and extent of such delay or prevention, the cause thereof and its estimated duration;
  - (ii) use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and
  - (iii) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- (c) No party shall be entitled to claim it is delayed or affected by a cause beyond its reasonable control if the cause in question is one which a reasonable person in its position should have foreseen and provided for.
- (d) If a Force Majeure Event occurs then the Project Board shall meet to discuss how best to deal with the consequences of the Force Majeure Event until the Force Majeure Event ceases.

## **12. Term and Termination, Withdrawal and Exit Strategy**

### **12.1 Termination**

This Agreement shall continue in full force and effect until one Authority and the Chief Constable of the police force it maintains withdraws by serving 6 months written notice on the other Authority and the Chief Constable of the police force it maintains.

### **12.2 Consequences of Termination and Exit Strategy**

Upon termination of this Agreement for whatever reason, the Authorities shall

comply with their obligations under the Exit Strategy.

### **13. Confidentiality**

13.1 Each Authority shall comply with the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. In addition, each Authority shall notify the other Authorities of any requests for information they receive under such legislation and, where appropriate, work together to ensure such requests are administered in as economic, efficient and effective manner as is practicable and answered consistently.

13.2 Subject to Clause 13(a) above, each Authority shall keep in strict confidence and shall bind all its employees and agents to keep in strict confidence, all and any commercial and technical information or confidential information relating to achievement of the Collaborative Purpose or the affairs of or concerning any other Authority in whatever form acquired by it (whether directly or indirectly) in consequence of this Agreement. No Authority shall use or disclose any such confidential information other than for the purposes of fulfilling the Collaborative Purpose or as expressly permitted by this Agreement save to their respective professional advisers on the strict understanding that such information be treated as confidential. The foregoing restriction shall not apply to:

(i) information which at the time of disclosure is generally available to the public;

(ii) information which after disclosure becomes generally available to the public through no fault of the receiving Authority;

(iii) information which the receiving Authority can show was in its possession prior to disclosure and which was not acquired directly or indirectly from any other Authority.

13.3 Confidentiality obligations set out in this Clause shall survive for a period of two years from the date of termination of this Agreement.

### **14. Dispute Resolution**

All disputes between the Parties arising out of, or relating to, this Agreement shall be resolved between the Parties at a specifically convened meeting of the Project Board with a view to resolving such dispute.

## **15. Notices**

### **15.1 Notices to be in writing**

Except as otherwise expressly provided, no notice or communication from one party to the others shall have any validity under this Agreement unless made in writing by or on behalf of the party giving such notice.

### **15.2 Delivery of Notice**

Any notice or other communication whatsoever which any party is required or authorised by this Agreement to give or make to the others shall be given or made either by letter delivered by hand or by post, or by facsimile transmission or email transmission, confirmed by post, addressed to the other parties at the postal address, facsimile number or email address and marked for the attention of the person as specified in Schedule 1 of this Agreement for receiving communications under this Agreement.

### **15.3 Service of Notice**

Any notice or communication delivered in accordance with this Clause 15 shall be deemed for the purposes of this Agreement to have been given or made (for a letter delivered by hand) upon delivery to the addressee, (for a letter delivered by post) on the second Business Day after posting, (for a facsimile transmission) on receipt of a confirmation of transmission or (for an email transmission) on receipt of a confirmation of its receipt originating from the mail server of the addressee.

### **15.4 Alteration of Parties' Details**

Any party may change its address for service, number for facsimile transmission, email address or the person for whose attention any notice or communication is to be marked by giving notice as provided in this Clause 15.

## **16. General**

### **16.1 Compliance with Law**

Each party shall comply with all the requirements of law applying from time to time to the subject matter of this Agreement.

## 16.2 Variations

This Agreement may only be varied or amended by the written agreement of all the Parties acting through the Project Board.

## 16.3 Entire Agreement

All the terms of agreement between the Authorities are set out in this Agreement (as such may be amended pursuant to Clause 16.2) and all other terms, conditions, indemnities and warranties, whether express or implied, statutory or otherwise, and all representations (save in respect of fraudulent misrepresentations) whether made orally or in writing are excluded.

## 16.4 Previous Agreements and Warranties extinguished

This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement.

## 16.5 No Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership and none of the parties shall be, or be construed to be, the agent of any of the other parties for any purpose or to have any authority to bind or incur any liability on behalf of any of the other parties, except as otherwise expressly provided in this Agreement.

## 16.6 No Third Party Rights

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this Agreement.

## 16.7 Severability

If any provision of this Agreement or any part of any such provision is held to be invalid, unlawful or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability and shall not prejudice or affect the remainder of such provision or any other provision of this Agreement.

#### 16.8 No Waiver

No failure or delay by any party in exercising any right, power or privilege under this Agreement shall impair such right, power or privilege or be construed as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 16.9 Waiver to be in Writing

No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other parties in writing.

#### 16.10 Survival of Rights

The termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party to this Agreement.

#### 16.11 Survival of Term

Notwithstanding the termination of this Agreement (whether in whole or in part), a term of this Agreement shall survive such termination if it is expressly or impliedly intended to survive such termination.

#### 16.12 Counterparts

This Agreement may be signed by the parties in any number of counterparts and by different parties on different counterparts, but all such counterparts shall, when taken together, constitute one and the same instrument.

#### 16.13 Governing Law and Jurisdiction

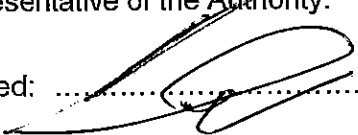
This Agreement shall be governed by the laws of England and Wales and shall (subject to Clause 14 (Dispute Resolution)) be subject to the exclusive jurisdiction of the courts of England and Wales.



IN WITNESS whereof this Agreement has been executed the day and year first above written.

Signatures of the participating Authorities:

**SIGNED** for and on behalf of Dorset Police Authority by a duly authorised representative of the Authority:

Signed:  .....

Name: M. E. COSCOM .....

Position: CHIEF EXECUTIVE .....

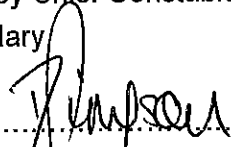
**SIGNED** for and on behalf of Wiltshire Police Authority by a duly authorised representative of the Authority:

Signed:  .....

Name: K. KILGALLEN .....

Position: CHIEF EXECUTIVE .....

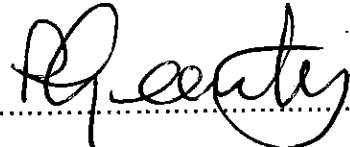
**SIGNED** by Chief Constable of Dorset Constabulary

Signed:  .....

Name: D. SIMPSON .....

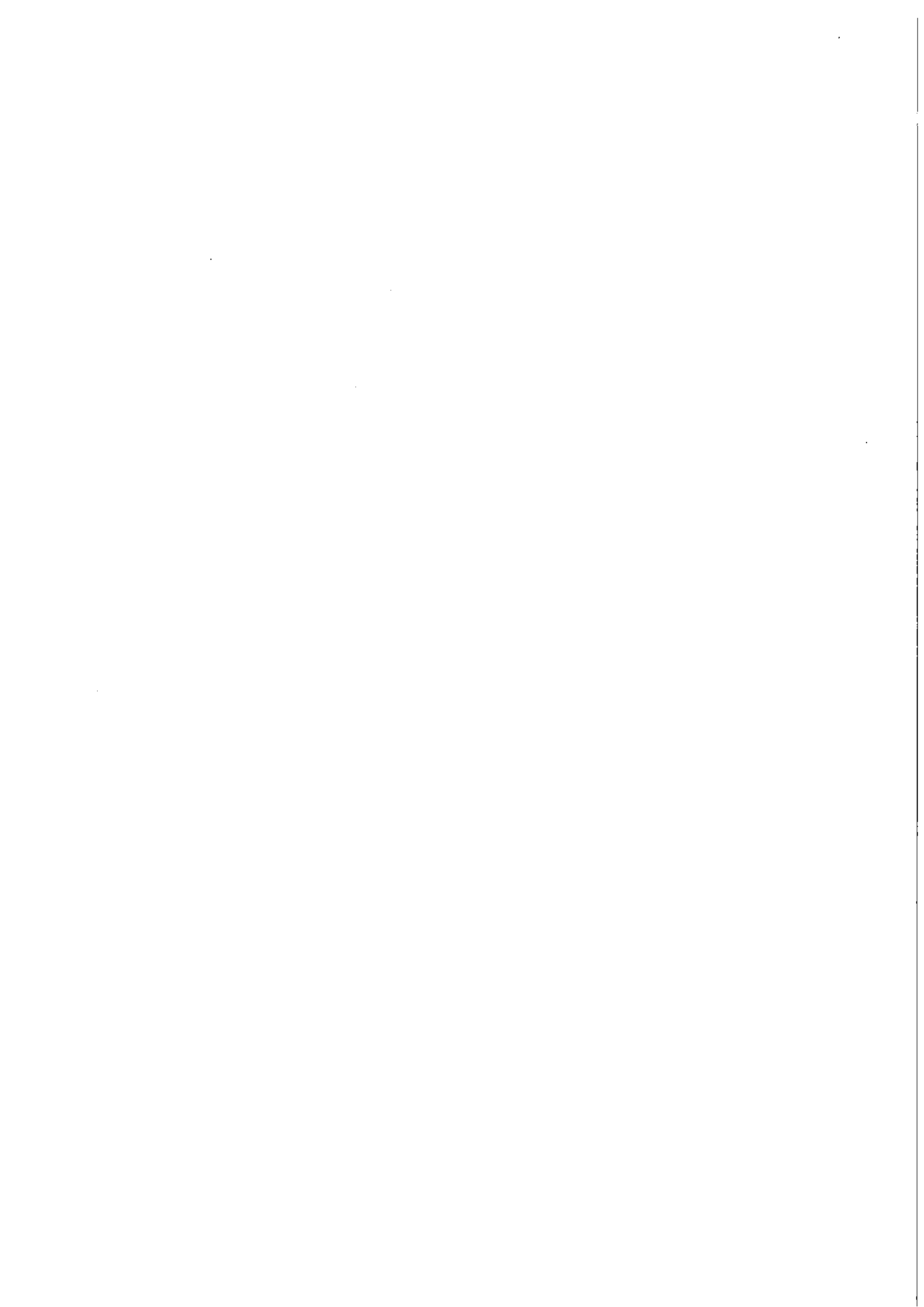
Position: CHIEF <sup>DY!</sup> EXECUTIVE CONSTABLE .....

**SIGNED** by Chief Constable of Wiltshire Police

Signed:  .....

Name: P. GENTRY .....

Position: CHIEF CONSTABLE .....



## **Schedule 1**

### **Part 1 - The Authorities**

#### **1. Dorset Police Authority**

Force Headquarters, Winfrith, Dorchester, DT2 8DZ

Telephone:

Facsimile:

Email Address:

For the attention of:

#### **2. Wiltshire Police Authority**

Golden House, London Road, Devizes, Wiltshire, SN10 2RD

Telephone:

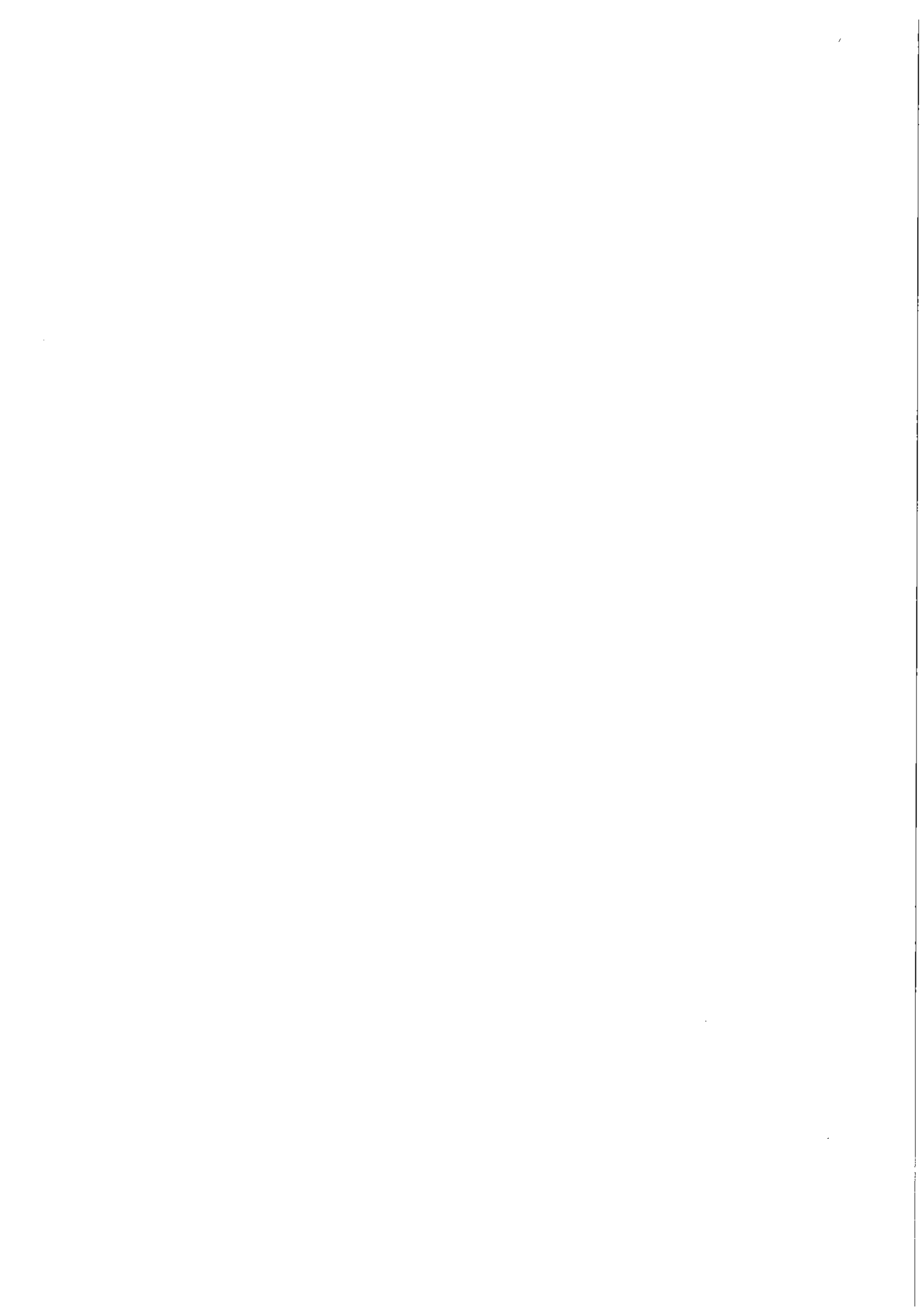
Facsimile:

Email Address:

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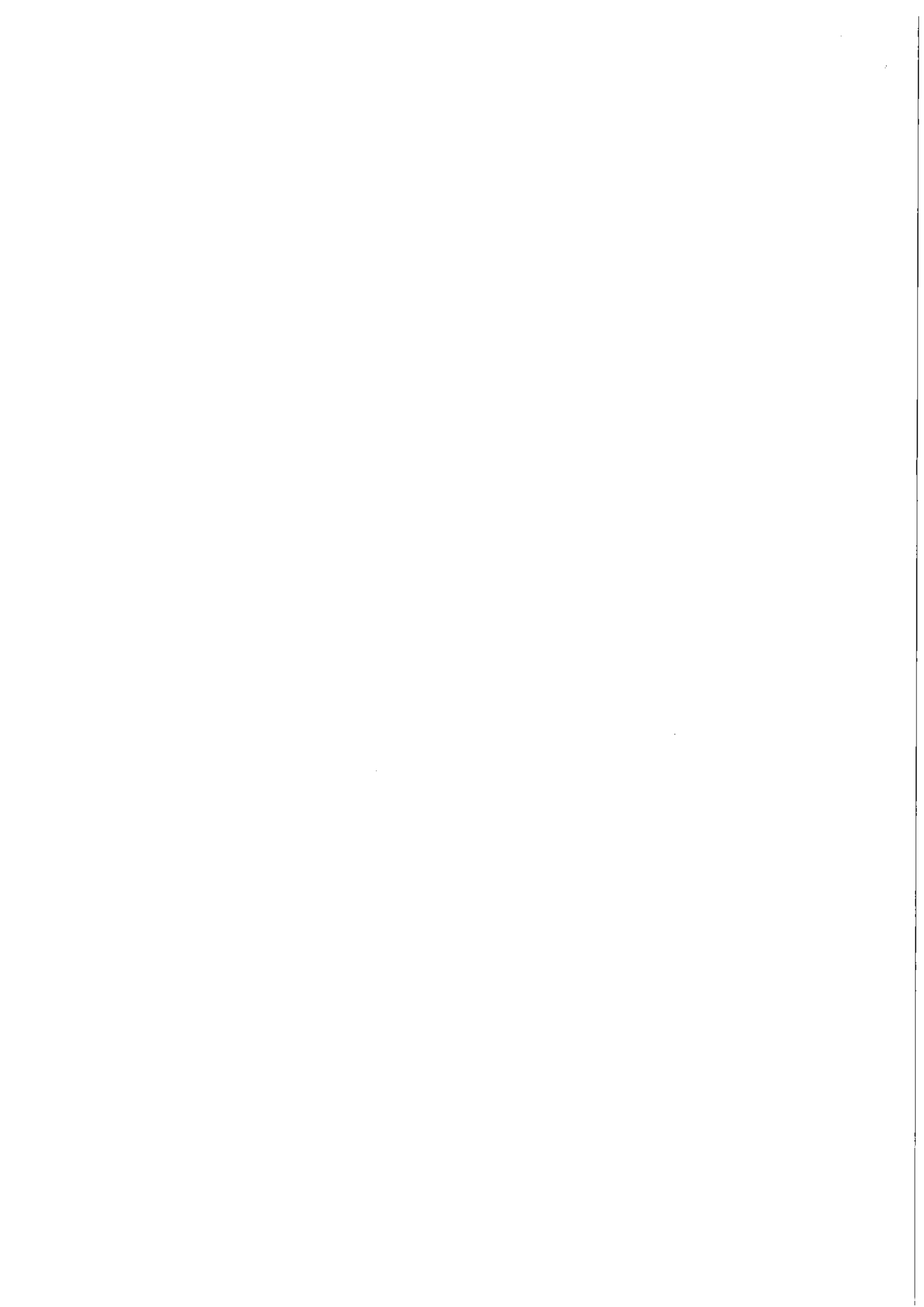
### **Part 2 – Chief Constables**

1. Chief Constable of Dorset Constabulary
2. Chief Constable of Wiltshire Police



## **Schedule 2 - Functions of Project Board**

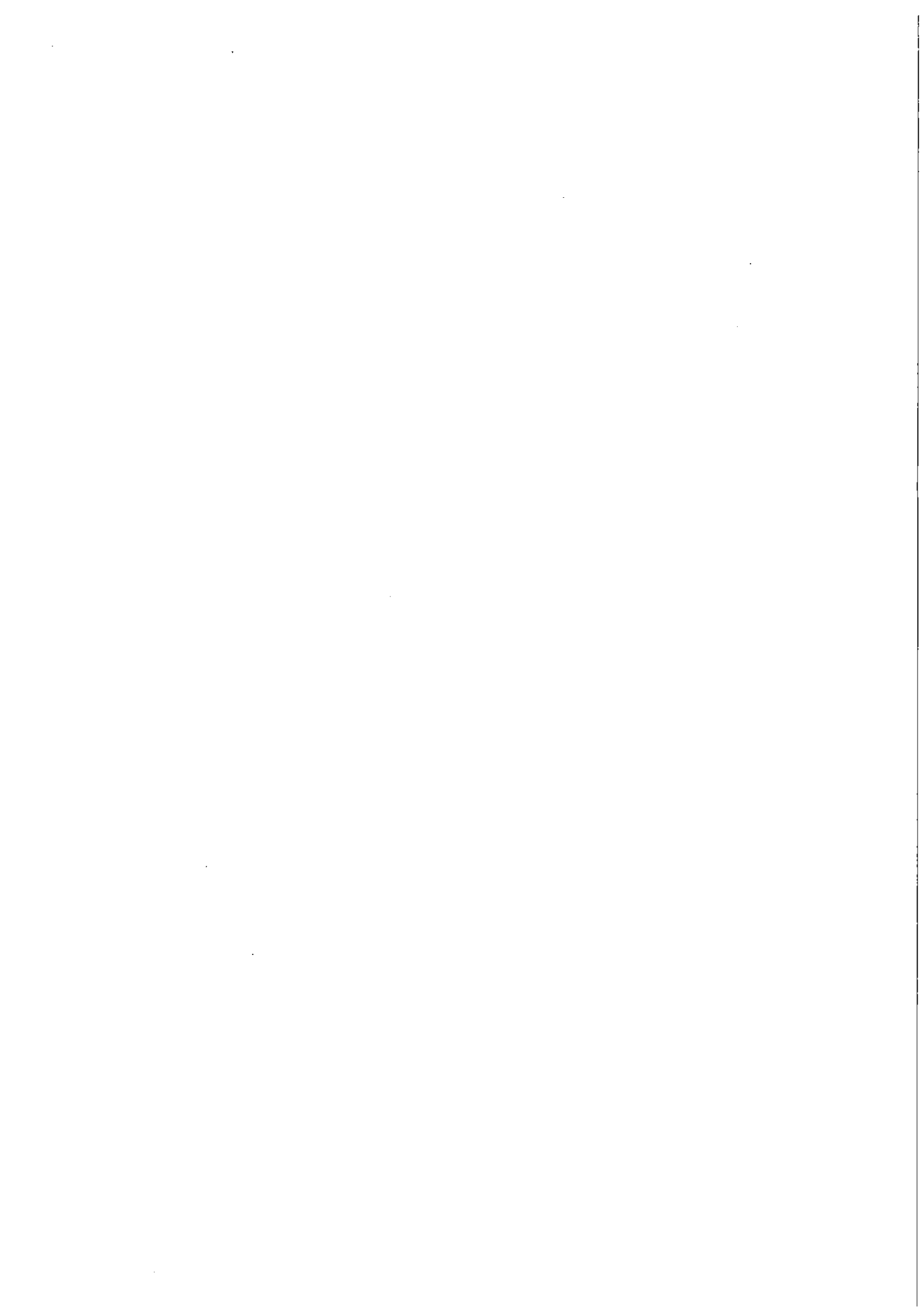
1. To agree the Exit Strategy
2. To agree the budget each year for the Project
3. To oversee the performance of the System Contractor
4. To oversee the delivery of the System Availability



### **Schedule 3**

#### **Matters reserved to each Authority**

To be agreed by the Project Board

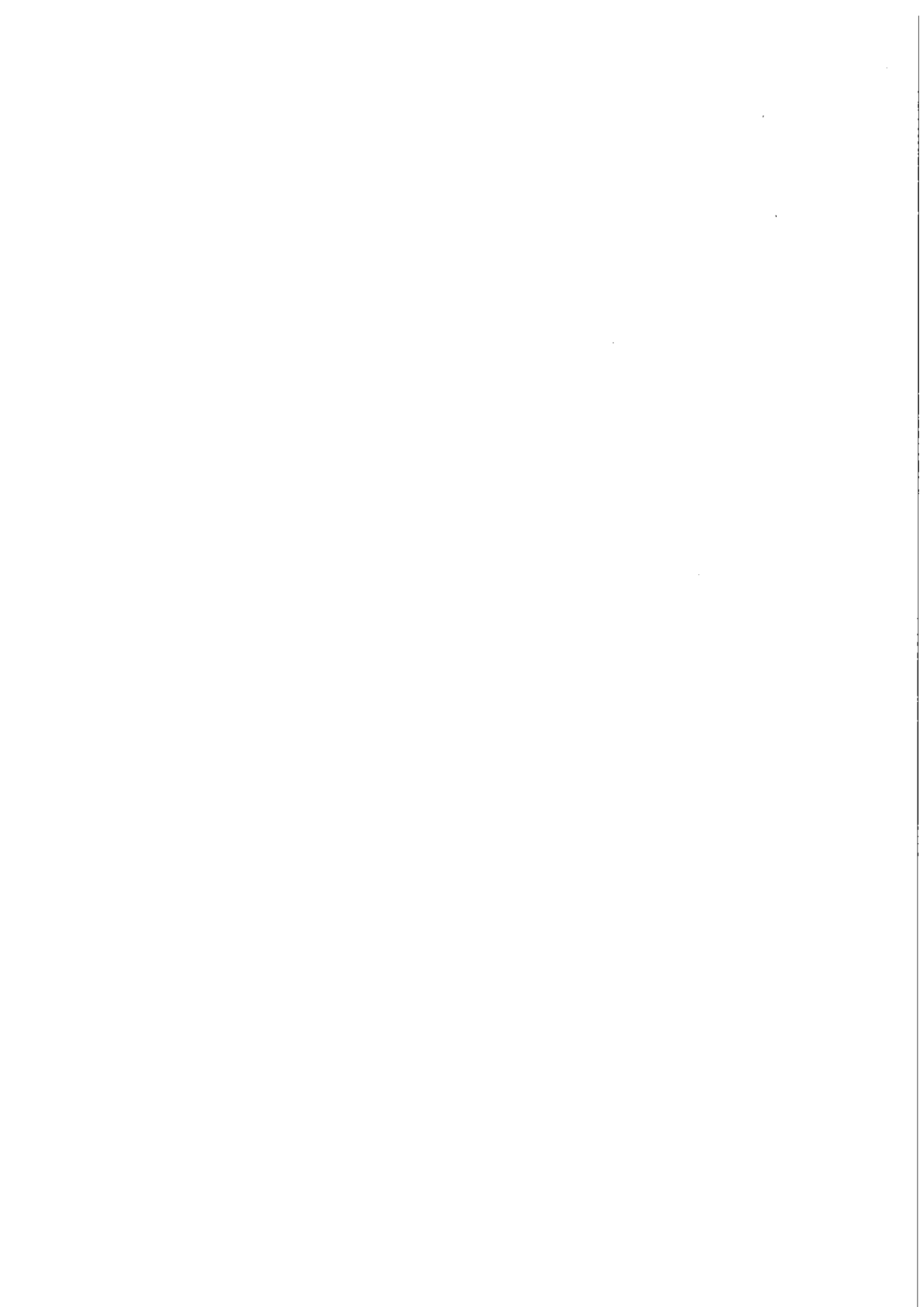




## **Schedule 4**

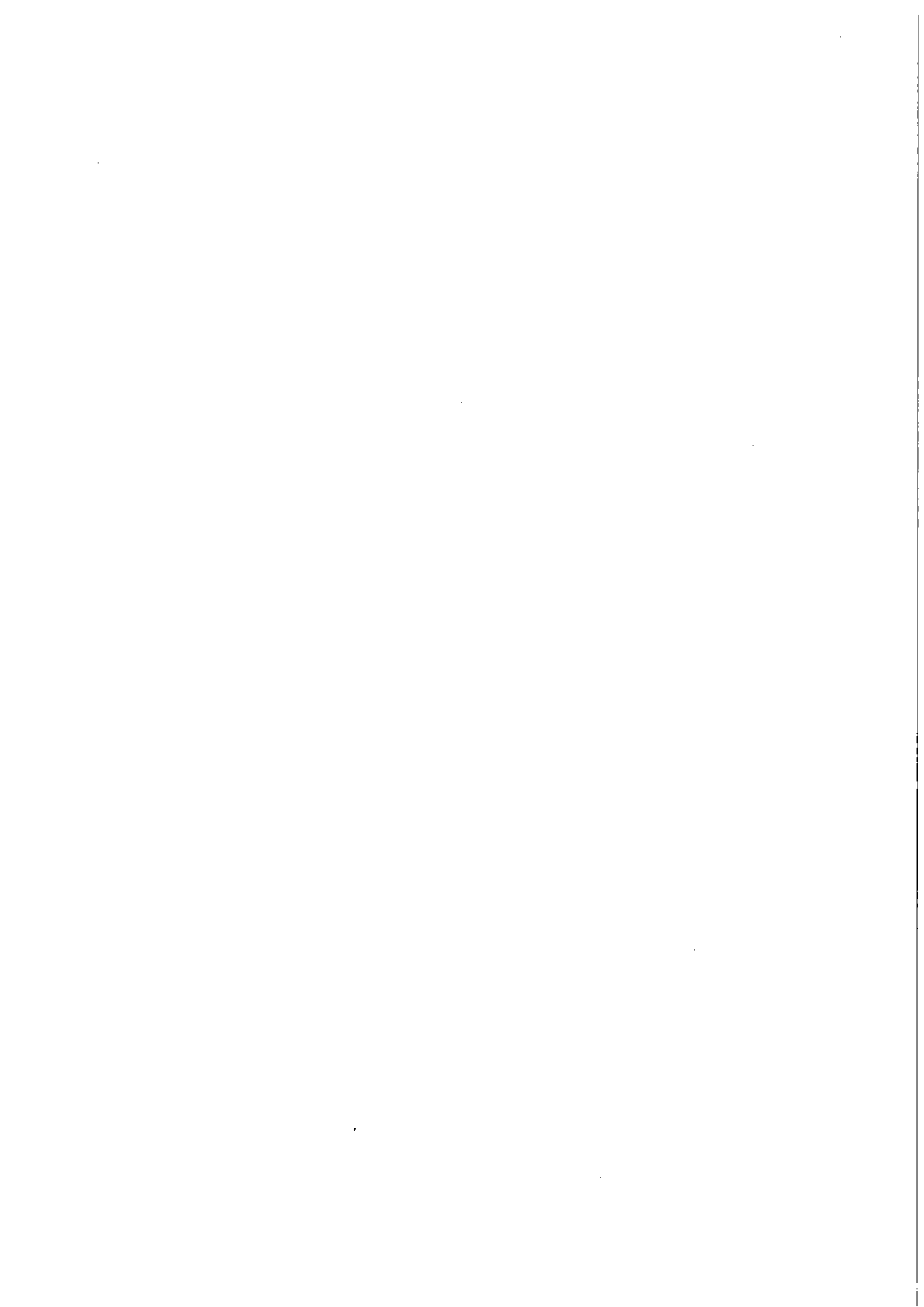
### **WPA's powers and authority as agent of DPA**

1. Subject to 2 below, DPA shall grant WPA the power and authority in respect of the System Contract to:
  - (a) enter into the System Contract for and on behalf of DPA;
  - (b) implement the decisions of the Project Board;
  - (c) implement the decisions of the Authorities;
  - (d) manage the System Contract on behalf of DPA including managing any litigation arising from the System Contract.
  - (e) make payments out of the Trading Account in accordance with the System Contract to the Contractor on behalf of DPA.
  - (f) purchase goods and services for the exclusive use of DPA under the System Contract.
  
2. WPA shall not exercise its powers and authority set out in paragraphs 1(b) and 1(d) above without the prior written instructions of the Project Board.



**Schedule 5**

**Hosting Service**



**NOT PROTECTIVELY MARKED**

**SCHEDULE 5**

**THE HOSTING AND SUPPORT OF A SHARED  
FINANCE SYSTEM (AGRESSO)**

# NOT PROTECTIVELY MARKED

## 1 INTRODUCTION

### 1.1 Purpose

- 1.1.1 The Parties are jointly procuring an Agresso Finance System which will provide services to be shared by all Parties.
- 1.1.2 DPA will provide the Parties with the Hosting Service set out in this schedule.
- 1.1.3 This schedule forms part of a collaboration agreement under sections 22A - C, 23, and 23A to 23I of the Police Act 1996 between the Parties and it will be implemented in such a manner as to comply with that overarching collaboration agreement. In the event of any conflict or inconsistency in the provisions of this schedule and the provisions of the Agreement, the provisions of the Agreement will prevail.

### 1.2 Scope

- 1.2.1 This schedule details the responsibilities and expectations of the Parties with regard to the technical hosting and support services required to provide the System.
- 1.2.2 The term ' the System' refers to the entire hosted Agresso Finance System solution, incorporating any live, test, training or disaster recovery systems; all component parts of those systems; all backups of system software and data.
- 1.2.3 The service management described in this document is structured in line with IT Infrastructure Library (ITIL) best practice.

### 1.3 Objectives of this Schedule

- 1.3.1 Establish formal recognition of the Hosting Service to be provided.
- 1.3.2 Define the Hosting Service to be provided.
- 1.3.3 Create mutual understanding of each Party's responsibilities.
- 1.3.4 Determine the methods and scope of service provision, performance monitoring and conduct of parties under this schedule.

## **NOT PROTECTIVELY MARKED**

### **2 DOCUMENT MANAGEMENT**

#### **2.1 SLA Review**

- 2.1.1 The Parties recognise that it is a living document detailing their respective responsibilities and expectations. It is accepted that it may be necessary to make changes to ensure its continued effectiveness.
- 2.1.2 Any Party may initiate a review of the Hosting Service at joint business meetings.
- 2.1.3 Where it is deemed necessary to make a change to the Hosting Service paragraph 3 will be applied.
- 2.1.4 This schedule shall be reviewed by all Parties on an annual basis and amended as required. Any such amendments shall be by joint agreement of all Parties.
- 2.1.5 The annual review will include an element of performance monitoring aimed at identifying areas of best practice during the review period.

### **3 CHANGE MANAGEMENT**

- 3.1 Where a Party to the Agreement proposes to change the Hosting Service, such changes will be discussed between the appointed representatives of the Parties, where a statement, or statements, to satisfy the requirements will be reached and agreed.
- 3.2 These will then be incorporated into this schedule, the revision numbering changed and document history updated to reflect the changes or additions. Subsequent production of the newly revised schedule will be the responsibility of DPA.
- 3.3 The amended schedule will be presented to each Party for approval and for signature from an authorised representative. Any unauthorised amendments will be invalid and non-binding.
- 3.4 Old versions of the schedule will be held in DPA's documentation library.
- 3.5 Any variation to this schedule will also be made in accordance with clause 16.2 of the Agreement.

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### **4 CONFIGURATION MANAGEMENT**

- 4.1 DPA is responsible for maintaining master documents pertaining to the Hosting Service.
- 4.2 DPA will be responsible for ensuring all documentation, and software and hardware upgrades, relevant to the System remain current, subject to the agreement of all Parties.

### **5 SECURITY**

- 5.1 DPA will ensure that security of the hosted Agresso Finance System complies with the requirements of a RESTRICTED system according to the Manual of Protective Security, at all times.
- 5.2 Each Party shall comply with all the necessary requirements to maintain their approved connectivity to the Criminal Justice eXtranet (CJX).
- 5.3 Each Party will ensure that all security incidents related to the provision of the Agresso Finance System are immediately reported to the other Parties.

### **6 HOSTING AND SUPPORT**

#### **6.1 Hosting**

DPA shall host the System from the following locations:

- (a) Live site: Police HQ, Winfrith, Dorset, DT2 8DZ
- (b) Secure offsite backup repository and DR site: Bournemouth Police Station, Dorset, BH1 1QQ

#### **6.2 Support – Incident Management**

In the event of any user of the System experiencing an issue with the System then:

- 6.2.1 That user shall verify their issue with the nominated Agresso expert within their Finance Department, or their delegated representative.
- 6.2.2 If the issue persists then it shall be reported as an incident to their Information Systems Department for checks on the local infrastructure and connectivity to DPA.
- 6.2.3 If the incident persists then it shall be reported to DPA for further investigation.



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### 6.3 Support – Problem Management

In the event of any problem affecting the normal service of the System then:

- 6.3.1 As soon as is reasonably practicable, DPA shall inform the relevant Party's Information Systems Department about the problem, its symptoms and likely impact, any known workaround or temporary measure that may avoid or alleviate the problem and details of the course of action being taken to resolve it.
- 6.3.2 Each Party's Information Systems Department is responsible for the promulgation of this information to potentially affected users within its organisation.
- 6.3.3 Progress on all outstanding problems will be reported at joint business meetings.

### 6.4 Support – General

- 6.4.1 All contact details required for the support of the System will be provided in Schedule 1 (Which is RESTRICTED and exempt from disclosure).
- 6.4.2 All Parties will allocate unique reference numbers for both incidents and problems; these will be exchanged to ensure each can be effectively tracked and resolved.
- 6.4.3 Where possible DPA shall utilise any messaging service within the System to ensure users are kept informed of the status of service provision.
- 6.4.4 DPA cannot close any incident or problem record that affected relevant Party, without the agreement of the relevant Party.
- 6.4.5 Each Party is responsible for supporting local infrastructure and connectivity to CJX. DPA is responsible for supporting the System. However, the onus must be on a collaborative approach to support, with all Parties contributing to local and remote tests in order to ensure a stable and high-performing end-to-end Hosting Service is provided to the user.

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### 7 AGREED SERVICE LEVELS

#### 7.1 Spirit of this agreement

All Parties shall endeavour to respond to and resolve any issue in a professional and timely manner irrespective of any service specification or service level defined in this agreement. Such specifications and levels will be used to assess the performance of the hosting and support service at joint business meetings.

#### 7.2 Supported hours

Monday to Friday 0800 to 1700 (excluding bank holidays)

Emails and voicemails may be left at other times and will be actioned on the next working day.

If an Urgent incident has been reported then it shall be worked upon continuously, beyond supported hours. However the supported hours of any necessary third-party maintenance contracts may restrict the progress to a fix.

#### 7.3 Incident Management - target fix times

Priority	Definition	Target Fix Time
Urgent	Complete system failure to either Party	4 hours
High	User(s) unable to perform their duties	8 working hours
Medium	An inconvenience that can be worked around	5 working days
Low	Not an incident but a service request or query	15 working days

7.3.1 The incident's elapsed time begins when it is first reported to DPA and finishes when the incident is closed.

7.3.2 The incident's elapsed time can only be paused if DPA is awaiting a response from a user. In such scenarios every effort will be made by DPA to issue reminders and escalate the request within the user's organisation.

7.3.3 The incident's elapsed time cannot be paused if the services of a third-party are called upon. DPA remains responsible for the timely fix of the incident. The lack of a suitable maintenance contract with the third-party or failure of the third-party to respond accordingly will result in the incident failing its target fix time and therefore requiring review at the next Service Level Review meeting.

#### 7.4 Service Level Reviews

7.4.1 Regular joint business meetings will incorporate a Service Level Review. The frequency and format of these meetings will be agreed by all Parties but should be at least quarterly.

7.4.2 In advance of a Service Level Review DPA shall supply:  
(a) A count of reported incidents by date and incident priority.

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- (b) A count of incidents by incident category and/or problem.
- (c) A summary of all incidents that were not resolved within their target fix time.
- (d) A summary of all outstanding problems and progress to finding a resolution.

7.4.3 If, during two consecutive quarters, DPA fails to resolve 90% of incidents within Target Fix Times, or if the Service Review Meeting concludes that progress to resolve outstanding problems is unsatisfactory then the matter shall be escalated to senior representatives of all Parties.

## 8 BUSINESS CONTINUITY

### 8.1 Maintenance and Support

8.1.1 DPA will, in addition to its standard ICT maintenance and support procedures, deliver a maintenance regime that complies with the recommendations of the System supplier (UNIT4). Any deviation from those recommendations must be agreed in advance by suitable representatives from all Parties.

8.1.2 Further protection to the availability of the System will be provided by support contracts with the supplier (UNIT4) and with the maintainers of third-party hardware and software component parts of the System. DPA is responsible for managing these contracts but the levels of support provided will be agreed in advance by all Parties.

8.1.2 DPA will ensure that, in the event of any failure to provide the agreed level of service, the agreed contingency measures and procedures to restore the operability of the System are implemented as soon as is reasonably practicable.

8.1.3 In the event that maintenance work on the System, including software and hardware upgrades, is required DPA will notify the relevant Party at the earliest opportunity. Such notification will be within a timescale such that any likely impact on the Party's operational effectiveness can be assessed, managed and agreed prior to the commencement of such work.

8.1.4 Any Party may, at any agreed time within the duration of the Agreement, view the hosting arrangements, maintenance and support practices of DPA.

### 8.2 Data backup

8.2.1 DPA will ensure that a backup of all System configurations, software and data, as recommended by the supplier (UNIT4), is

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made onto physical media, at times and days to be agreed by all Parties.

- 8.2.2 Physical backup media will be securely managed at all times, both at the live site, during secure transportation (every 24-hours, Monday to Friday) and at the DR site.
- 8.2.3 In addition to backups onto physical media, an electronic copy or replication of system configurations, software and data, as recommended by the supplier (UNIT4), will also be made to the DR site, at times and days agreed by all Parties.
- 8.2.4 DPA will ensure that the backup and recovery procedures are tested regularly and in any event, at six month intervals

### **8.3 Disaster Recovery**

- 8.3.1 The level of DR provision will be agreed in advance by all Parties.
- 8.3.2 Each Party is responsible for maintaining its own Business Continuity Plans (BCPs) in relation to financial services. These BCPs will be under-pinned by the level of DR provision agreed for the System.
- 8.3.3 DPA is responsible for ensuring that all software, data and hardware components of the System hosted at the DR site are maintained to the same standard and version as those at the Live site. If any lower specifications are employed at the DR site then these must be agreed in advance by all Parties.
- 8.3.4 DPA shall maintain an IT Service Continuity Plan, held at both sites and shared with the Customer, that documents the transition from Live to DR system and vice versa.
- 8.3.5 DPA will ensure that the IT Service Continuity Plan is tested regularly and in any event, a formal desktop exercise is held once a year. These tests will be at times to be agreed, in advance, by all Parties and may include a full DR test, where the Live system is run at the DR site. A full DR test will also include restoring the Live system onto its normal hardware without loss of data input whilst using the DR site.

## **Schedule 6**

### **Exit Strategy**

This exit strategy is in two parts. Part 1 applies to in the event of withdrawal of either Authority / Chief Constable. Part 2 applies in the event that both Authorities / Chief Constables agree to terminate the Agreement.

#### **Part 1 – Withdrawal of one Authority / Chief Constable**

1. The withdrawing Parties will compensate the other Parties for any increase in costs the other Parties may incur under the contract with the Contractor as a result of the withdrawal.
2. The withdrawing Parties will indemnify the other Parties against any loss or liability the other Parties suffer under the contract with the Contractor as a result of any breach of that contract by the withdrawing Parties which has not been resolved at the time of the withdrawal.
3. The withdrawing Parties will use all reasonable endeavours to ensure that the contract with the Contractor will continue to operate for the other Parties after the withdrawal.
4. The withdrawing Parties will give all reasonable assistance to the other Parties to take on the roles fulfilled by the withdrawing Parties under the Agreement.

#### **Part 2 – Termination of the Collaboration Agreement by agreement of all the Parties**

1. The fundamental purpose of the application of this part of the exit strategy is to ensure that on termination of the Agreement and the contract with the Contractor the Authorities and Chief Constables will have systems to replace the finance system provided by the Contractor.
2. The Parties will share any outstanding liabilities under the contract with the Contractor and the Agreement in accordance with the provisions of the Agreement.
3. The Parties will comply with the exit strategy provisions of the contract with the Contractor.
4. The Parties will share any unspent monies in the Trading Account in accordance with the provisions of this Agreement.

