Witness Name: Catherine Crawford Statement no: First Exhibits: CC32 Date: 29 February 2012

## THE LEVESON INQUIRY

Exhibit CC32 to the Witness Statement of **Catherine Crawford** 

**Exempt - Not for Publication** 



## Metropolitan Police Authority

## Professional Standards Committee - 18 July 2011

## **MISCONDUCT REFERRAL**

## Report by Deputy Commissioner on behalf of the Commissioner

### SUMMARY

This report relates to the circumstances surrounding the letting of the contract between the MPS and Chamy Media.

### A. RECOMMENDATIONS - That

1. Members are invited to consider the circumstances described in this report.

### **B. SUPPORTING INFORMATION**

- 1. On 1 October 2009 the MPS entered into a contract with Chamy Media, a media consulting firm owned by former News of the World Deputy Editor Neil Wallis. The contract was for senior level media advice and support to cover the sickness absence of the Deputy Director DPA.
- 2. On 18 September 2009 the MPS Procurement Services provided advice to DPA that 3 competitive quotes were needed. The quotes were received and Chamy Media represented tha lowest cost option. The contract was signed on 1 October 2009 and ran for an initial period of 6 months. In March 2010 it was extended for a further 6 months before being terminated on 7 September 2010.
- 3. The total value the contract was based on two days per month at £1,000 a day, i.e. £2,000 a month. This was to be funded jointly by DPA and SO as some of the media support related to SO matters. AC Yates agreed the SO contribution at the request of Dick Fedorcio, Director DPA. The SO contribution was transferred to DPA who managed the contract and payment of invoices.
- 4. Termination of the contract occurred after media coverage of phone hacking and was initiated by Neil Wallis.
- 5. On 1 June 2011 the Commissioner considered it appropriate to undertake a due diligence process in relation to the contract let to Chamy Media in order to ensure transparency, particularly in the event of Wallis becoming subject of the Operation

Weeting investigation. The circumstances have subsequently been the subject of consideration by the Deputy Commissioner supported by DPS and DLS.

- 6. Neil Waliis was arrested on 14 July 2011 in connection with the investigation into phone hacking by Operation Weeting.
- 7. The context of this referral is the ongoing high level of public interest in the relationship between News International and the MPS and, in particular the relationship between Mr Wallis and senior members of the MPS.

### C. OTHER ORGANISATIONAL & COMMUNITY IMPLICATIONS

## Equality and Diversity Impact

1. It is important that there should be fairness, transparency and adherence to MPA and MPS processes in relation to the letting of contracts.

### **Consideration of Met Forward**

2. There are no implications for the delivery of Met Forward.

### Financial Implications

3. There are no financial implications.

### Legal Implications

4. A conduct matter is defined in s.12(2) Police Reform Act 2002 as any matter which is not and has not been the subject of a complaint but in the case of which there is an indication that a person serving with the police may have: -

(a) committed a criminal offence; or

(b) behaved in a manner which would justify the bringing of disciplinary proceedings. The appropriate authority in relation to any matter relating to the conduct of a senior officer is the MPA.

The Commissioner is responsible for matters of conduct relating to senior police staff.

### Environmental Implications

5. There are no environmental implications

### **Risk (including Health and Safety) Implications**

6. The letting of this contract has been the subject of significant media interest and comment detrimental to the reputation of the MPS. It is therefore necessary that full consideration is given to whether any conduct issues have arisen and, if so, they are addressed in accordance with the statutory framework.

## Report author: DAC Mark Simmons (

### **Background papers:**

Strategic Communication Report - Chamy Media Sept 09 - Sept 10

- CONFIDENTIAL -

### <u>MEMO</u>

To: Tim Godwin, Deputy Commissioner

Title: Phone-hacking related matter

Whilst recently on extended sick leave recovering from operations on my leg I became aware that Neil Wallis' name appeared in a newspaper publication in relation to phone-hacking.

Consequently, upon my return, I considered it appropriate to undertake a due diligence process in relation to the contract let to Chamy Media during 2010. For the sake of completeness I am aware that the company is owned by Neil Wallis, someone who has been known to me for a number of years on a professional and 'light' personal basis. Though I played no part in any negotiations or selection process for the media support DPA were seeking, I was informed that Wallis' company had been selected on the basis of cheapest tender and did subsequently benefit from his advice and assistance.

My purpose in undertaking this process is to ensure transparency, particularly in the event of Wallis becoming subject of the Weeting enquiry - at this time I am not aware that this is the case, and this remains entirely a matter for determination by the Weeting team Ied by DAC Sue Akers, under the business group command of AC Dick.

Having reviewed the attached file, it does appear that the contract was appropriately let. However, due to the ongoing Weeting investigation, and high-profile interest in this case, I would ask you to 1) ensure AC Dick has sight of this memo and the attached file to inform the Weeting investigation as and when she considers it appropriate 2) with your DPS responsibilities in mind, consider any vulnerabilities presented by the attached file and action as you consider fit. In particular, you will wish to ensure appropriate transparency should there be occasion at any time for referral to the IPCC for any other related Weeting matter.

Paul Stephenson Commissioner

1st June 2011

### **External Strategic Communication Support Contract**

During 2009 my deputy, Chris Webb, was on extended sick leave As Head of News his absence left a significant gap in the provision of support and advice to me, the DPA and the MPS more generally in our management and handling media matters and pro-active opportunities.

I therefore sought to appoint an external adviser initially for six months but possibly for up to a year until Chris was able to resume normal duties. I had been taking informal personal advice from several professional colleagues at no cost to the MPS but felt the arrangement should be formalised and put on a proper contractual footing.

Minaxi Patel, DPA Publicity, completed a Request for Formal Contract Action (A) to Procurement Services on behalf of Hannah Gardiner, Assistant Director DPA, on 18 September 2006 requesting a single tender action due to the timescales involved and immediate needs of the DPA.

Alan Corner, on behalf of Procurement Services, advised on 18 September that changes to MPA regulations required the obtaining of 3 competitive quotes which could be obtained by phone. (B)

Based on personal knowledge, recent contacts and additional research as to potential suppliers of this service, I identified three companies who could provide the support and invited them to submit an estimate of their costs.

Following conversations or messages left, emails were sent on 24 September 2009 to Charles Lewington of Hanover (C), Peter Bingle of Bell-Pottinger (D)and Neil Wallis of Charry Media (E).

Their responses with estimates of daily rate were:

Hanover	£1 per day plus VAT
Bell Pottinger	£1 per day plus VAT
Chamy Media	£1000 per day plus VAT

A decision was made on these estimates to appoint Neil Wallis of Chamy Media and a contract was subsequently signed on 1 October 2009 (F) with a purchase order issued on 6 October 2009 for seven months at £2,000 per month i.e. two days work per month, via email to Neil Wallis on 7 October 2009(G).

As some of the media support I was looking for would relate to SO matters I spoke to ACSO John Yates and asked him via email on 1 October 2009 to meet half of the  $\pounds$ 12,000 anticipated annual costs of this support service. He agreed and the SO accountant subsequently arranged the transfer of  $\pounds$ 6,000 to the DPA. Email exchanges (H).

As Chris Webb had still not returned to full time working in March 2010 and was still some way short of doing so it was decided to extend the arrangement with Chamy Media for a further 6 months. This was within the financial limits for the contract and a further purchase order was issued by Procurement Services on 14 April 2010. (I).

We were advised informally by Procurement Services at that time that there was a limit of £50,000 on this contract value and if we anted to exceed this 6 month extension we should aim to get a reduction in costs, if possible, but we could not go beyond another 12 month period. This was noted on a post-it by Minaxi Patel (J).

Copies of monthly invoices from Chamy Media from September 2009 to July 2010. (K).

On 1 September 2010 an email was sent from Dick Fedorcio to Neil Wallis offering a final 6 month extension of the contract and this was agreed by reply the same day. (L) This email makes also reference to a 'meet with Paul (Stephenson) and Andy Hayman on 21 September (2010)'. This meeting was cancelled as a result of the subsequent exchange of emails set out below.

On 6 September 2010, following recent media coverage of the phone hacking enquiry, Neil Wallis sent an email to me suspending our contract and deciding not to take up the option of extending it. I acknowledged his email on 7 September 2010 and accepted the termination of the contract with immediate effect (L).



Dick Fedoreto' -Director of Public Affairs

24 May 2011

Page 1 of 2

### tel Minaxi

From:Day StephanieSent:07 September 2010 15:24To:Patel MinaxiSubject:FW: Chamy Media Contract ~Follow Up Flag:Follow upFlag Status:Red

TERMINATION

for info

From: Fedorcio Dick Sent: 07 September 2010 11:04 To: Day Stephanie Subject: Chamy Media Contract

### Stephanie

Subsequent to my emails last week proposing an extension of the current Chamy contract... please see the latest exchange or emails below.

By agreement, Charny Media have terminated their contract as of yesterday so there is no need to pursue the extension with Procurement Services.

Dick

From: Fedorcio Dick Sent: 07 September 2010 09:17 To: 'neil@i Subject: Re: Contract

Dear Neil

I fully understand and share your concerns that your contract with us could be misinterpreted and misrepresented by some sections of the media at this time. They are currently, as you say, in a frenzy and not prepared to listen to reason or present facts accurately on many aspects of this historic investigation.

Our dealings have focused on our policy development and presentation and, as you confirm, we have never discussed this case - if any operational matters past or present. Therefore, it would be wrong for anyone to Imply your business relationship with us has had any influence on an investigation conducted several years before the contract started.

I fully understand and support your decision as it is equally important for you to maintain the integrity of your business as it is for me to do the same for the Met.

I therefore accept you termination of the contract with immediate effect.

I have enjoyed working with you and valued your advice and counsel and hope that we will be able to work together again at some time in the future.

Best wishes

Dick Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

08/09/2010

Page 2 of 2

r n: Neil Wallis To., edorcio Dick Sent: Mon Sep 06 22:22:28 2010 Subject: Contract

Dear Dick,

I'm sorry to have to write to you like this but I think the recent coverage of the so-called "phone-hacking" issue leaves me no choice.

⊳

As you know, after I left my former journalistic role as Executive Editor of the News of the World I set about building a new career as a media consultant.

One small contract I got was with the metropolitan police, giving advice about media relations. However, the sheer hysteria of the current coverage of the alleged "phone-hacking" affair now makes me fear that our perfectly proper business arrangement could be misinterpreted by those determined to see conspiracy wherever they look.

I would do anything to avoid causing embarrassment to the metropolitan police, and so therefore feel we must suspend our business dealings forthwith and not act upon the option to renew the contract.

You and I have jointly always been careful to keep a strict firewall around the "phone-hacking" issue, avoiding discussing or considering issues of this type in any of our dealings. However I would hate for our perfectly proper relationship to be misinterpreted.

Accordingly, after seeing the astonishing level of distorted coverage both in print and on TV, nationally and internationally, I have become convinced that suspending our working relationship is the only sensible thing to do.

I really hope we can work together in the future.

Yours sincerely,

### Neil Neil Wallis

Chamy Media Limited

Page 1 of 2

From:	Neil Wallis			
Sent:	01 September 2010 19:49			
To:	Fedorcio Dick			
Cc:	Yates John - SOHQ			
Subject	: Re: Contract			
Appreciat	was me going to suggest a zero te it. nfirm I'm content to renew on th		1	. J July.
×				
On 1 Sep	2010, at 16:39, < <u>Dick.Fedorci</u>	<u>)@</u>	· wrote:	
Hin	Veil			
l ho	ppe you are well and refreshed afte	er your hols wa	s Lefkas as go	ood as I told you?
l se	e that our contract with you is due	to end on Septer	nber 11.	
				·

I have asked our procurement people to extend it for a further 6 months although they did suggest that I should be seeking a reduction in your fees in the current financial climate. Knowing you are a small business I feel it would be impertinent and likely to be highly unsuccessful to seek a reduction at this time. You might even want to seek an increase, which would be equally unsuccessful, so I propose we continue on the present £2,000 per month until 11 March 2011.

Could you confirm if you are content to do so.

I am sure you wont be surprised to hear that once we reach next March we will probably no longer be able to extend this contract for three main reasons. Firstly, one of main purposes for taking out the contract was to provide support to me and my team during the long term sick leave of my deputy Chris Webb, who is now on the mend and working three days a week. Secondly, we are approaching the limit under which we can award a contract without a full and open publicised and documented competition process but even if we were minded to do so (thirdly) we are facing significant budgetary reductions over the next few years and I do not expect to have the necessary funding available to continue.

We are due to meet with Paul and Andy Hayman on 21 September but I am happy to discuss any of this with you before then if you wish.

02/09/2010

Page 2 of 2

**Best wishes** 

Dick

Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

It is the policy of the MPS that:

MPS personnel (or agents working on behalf of the MPS) must not use MPS systems to author, transmit or store documents such as electronic mail (e-mail) messages or attachments:

- \* containing racist, homophobic, transphobic, sexist, defamatory, offensive, illegal or otherwise inappropriate material;
- .\* containing material requiring a protective marking higher than RESTRICTED, (and not higher than NOT PROTECTIVELY MARKED across the internet) without the use of approved encryption;
- \* containing personal data for use other than in accordance with the notification(s) under the Data Protection Act, 1998 of the system(s) from which the data originates.

\* This Email message has been scanned for viruses and contents.

\*\*\*\*\*\*\*\*

en la

Page 1 of 1

## ooper Nigel

From: Day Stephanie

Sent: 29 July 2010 10:42

To: Cooper Nigel

Cc: Patel Minaxi

Subject: RE: Chamy Media June and July Invoices

Nigel

Approved

Stephanie

From: Cooper Nigel Sent: 26 July 2010 09:42 To: Day Stephanie Subject: Chamy Media June and July Involces

Steph Please see attached for involces for approval.

Regards

Nigel

From: Nell Wallis [mailto: Sent: 25 July 2010 15:48 To: Cooper Nigel Subject: Chamy Media June and July Invoices

Nigel,

Please see the attached Chamy Media invoices for June and July.

Regards Neil

Neil Wallis Chamy Media Limited

29/07/2010

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NJOH R AL APA

## Neil Wallis

# INVOICE

Date:

30-Jul-10

Client:

DICK FEDORCIO, C/O PAYMENTS SECTION, EXCHEQUER SERVICES,

Invoice Reference:

012/MET

Item	Hour(s)	Unit Price I.e 1 hour	Total
Purchase Order Agreed Consulation Services fee for July 2010			£2000.00
VAT Total			£35 <b>0.00</b>
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,350.00

Bank:	
Sort code;	r l
Account:	

Nell Wallis

# INVOICE

Date:

30-Jun-10

Client:

**.**\_\_\_

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DICK FEDORCIO, C/O PAYMENTS SECTION, EXCHEQUER SERVICES,

Invoice Reference:

011/MET

ltem	Hour(s)	Unit Price I.e 1 hour	Total
Purchase Order Agreed Consulation Services fee for June 2010			£2000.00
VAT Total		4	£350,00
PAYMENT NOW DUE + VAT VAT Reg No:			<b>TOTAL DUE</b> £2,350.00

Bank:	
Sort code:	
Account:	

Neil Wallis

# INVOICE

Date:

28th May, 2010

Client:

DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES,

Invoice Reference:

009/MET

item	Hour(s)	Unit Price I.e 1 hour	Total
Purchase Order Consultation services for May 2010 – Agreed fee			£2,000.00
VAT			£350.00
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,350.00

Bank:		
Sort code	9:	
Account		

## Neil Wallis

## INVOICE

Date:

31<sup>st</sup> April, 2010

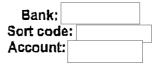
Client:

DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES.

Invoice Reference:

008/MET

ltem	Hour(s)	Unit Price i.e 1 hour	Total
Purchase Order Consultation services for April 2010 Agreed fee			£2 <b>,000</b> .00
VAT			£350.00
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,350.00



## **Nell Wallis**

## INVOICE

Date:

31<sup>st</sup> March, 2010

Client:

- .....

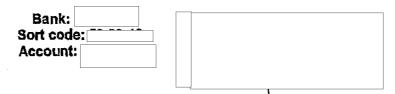
**DICK FEDORCIO, DPA** C/O PAYMENT SECTION, EXCHEQUER SERVICES,

Invoice Reference:

007/MET

ltem	Hour(s)	Unit Price I.e 1 hour	Total
Purchase Order Consultation services for March 2010 - Agreed fee			£2,000.00
VAT .			£350.00
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,350.60

Please make cheques payable to "Chamy Media Ltd" or pay by BACS to:



HANNAH GARDINICE. 30/08/10

MOD200012505

**Neil Wallis** 

## INVOICE

Date:

30<sup>th</sup> January, 2010

Client:

DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES.

Invoice Reference:

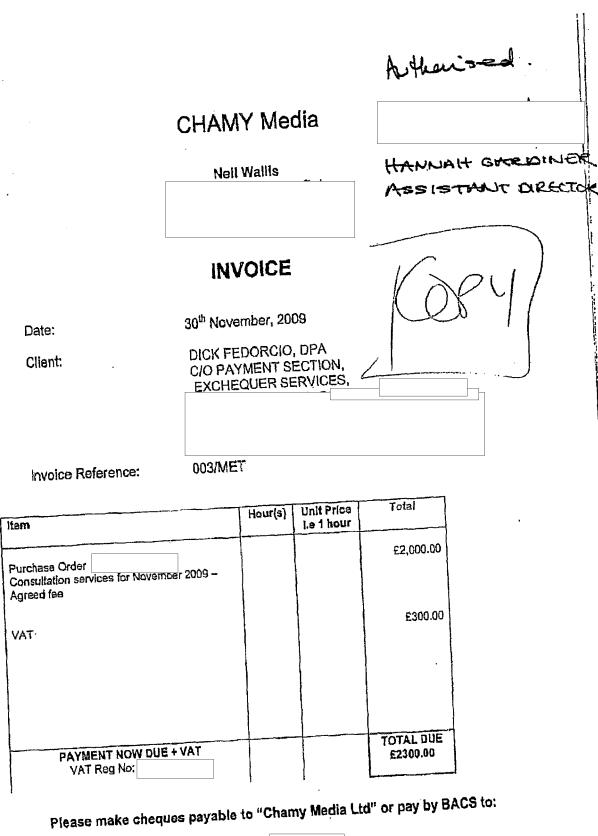
005/MET

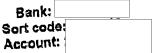
Item	Hour(s)	Unit Price I.e 1 hour	Totai
Purchase Order Consultation services for January 2010 – Agreed fee			£2,000.00
VAT		•	£350.00
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,350.00

Bank:	
Sort code:	
Account:	

HANNAH BARDINER 30/03/10

	CHA	MY M		I TAKINA HE A
•	<b>۸</b>	leil Wallis	<u>.</u>	ASSISTANT
	11	4V0ICI	Ē.	
Date:	30 <sup>th</sup> De	cember, 2	009	( Coph
Client:	C/O P/	FEDORCK Ayment ( Iequer S	o, dpa Section, Services	
Invoice Reference:	004/MI	ET		
Item		Hour(s)	Unit Price I.e 1 hour	Totał
Purchase Order Consultation services for Decem Agreed fee	nber 2009 -			£2,000.00
VAT				£300.0 <b>0</b>
PAYMENT NOW DUE VAT Reg No:	+ VAT			TOTAL DUE £2,300.00
Please make cheque	es payable t	o "Chamy	r Media Ltd	" or pay by BACS to:
		nk: code: punt:		





authoused for payment

### **Neil Wallis**

## INVOICE

Date:

30th October, 2009

Client:

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DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES,

Invoice Reference:

002/MET

Item	Hour(s)	Unit Price Le 1 hour	Total
Purchase Order Consultation services for October 2009 – Agreed fee			£2,000.00
NOTE: VAT NUMBER APPLIED FOR			
PAYMENT NOW DUE		· · <u>- · · · · · · · · · · · · · · · · ·</u>	TOTAL DUE
			£2,000.00

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Bank:	
Sort cod	
Account	

P

## **Neil Wallis**

# INVOICE

Date:

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30<sup>th</sup> September, 2009

Client:

DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES

Invoice Reference:

001/MET

ltem	Hour(s)	Unit Price i.e 1 hour	Total
Purchase Order Consultation services for September 2009 – Agreed fee			£2,000.00
PAYMENT NOW DUE			TOTAL DUE
			£2,000.00

Bank:	
Sort cod	
Account	

Page 1 of 1

Сооре	r Nigel
From:	Day Stephania
Sent:	17 June 2010 11:30
To:	Cooper Nigel
Subject	: RE: Chamy Media - resubmitted April, May invoices with new PO numbers
Approved.	
Stephanie	
Sen To:	m: Cooper Nigel It: 16 June 2010 08:50 Day Stephanie Iject: Chamy Media - resubmitted April, May Invoices with new PO numbers
Ste	
Nig	3
Sen To:	m: Neil Wallis [mailto: t: 15 June 2010 20:17 Cooper Nigel ject: Fwd: Chamy Media - resubmitted April, May Invoices with new PO numbers
Hi	Nigel
I ha	d forgotten you like the invoices to be in pdf format - here you go.
Tha	nks
Nei	
Neil	Wallis
Neil	Wallis Media Limited

× -

S. 2



Contract limit LE 50k for total value. • if we go beyond the Granth extension we should aim to get a reduction on the monthly fee • maximum is another Re months

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Page	1/1				
Chan	ny Media Ltd		Delivery Addre Directorate of		
	vendor reference with us is act: Nigel Cooper		Please invoice The Payment Exchequer Ser	Section	
<u> </u>					
The apply and (	e provide the following goods Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M met.police.uk/foi/pdfs/other_	(MPA) standard te ive a specified com PA standard terms	rns and conditions ract with MPS the and conditions see	04.2010. for Goods and Serv specified contract to	term
The apply and (	Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M	(MPA) standard te ive a specified com PA standard terms	ove address by 14.0 rms and conditions ract with MPS the and conditions see rate/mps_terms_and	04.2010. for Goods and Serv specified contract to 1_conditions_v2.pdf	term
The apply and o www	Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M met.police.uk/foi/pdfs/other_ Your Mat. Ref.	(MPA) standard te twe a specified con PA standard terms information/corpo	ove address by 14.0 rms and conditions ract with MPS the and conditions see rate/mps_terms_and Price per unit	04.2010. for Goods and Serv specified contract to 1_conditions_v2.pdf	term
The apply and o www em	Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M <b>met.police.uk/foi/pdfs/other</b> Your Mat. Ref. Description	(MPA) standard te twe a specified com PA standard terms information/corpo Quantity Unit 6 eacl media advice to E	ove address by 14.0 rms and conditions ract with MPS the and conditions see rate/mps_terms_and Price per unit 2,000.00 PA on Public Affa:	04.2010. for Goods and Serv specified contract to d_conditions_v2.pdf Net value (GBP) 12,000.00	f
The apply and o www em	Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M met.police.uk/foi/pdfs/other	(MPA) standard te twe a specified com PA standard terms information/corpo Quantity Unit 6 eacl media advice to E	ove address by 14.0 rms and conditions ract with MPS the and conditions see rate/mps_terms_and Price per unit 2,000.00 PA on Public Affa:	04.2010. for Goods and Serv specified contract to d_conditions_v2.pdf Net value (GBP) 12,000.00	f
The apply and o www em	Metropolitan Police Authority to this order. Should you ha conditions shall apply. For M met.police.uk/foi/pdfs/other	(MPA) standard te twe a specified con PA standard terms information/corpo Quantity Unit 6 eacl media advice to E er specialist media	ove address by 14.0 rms and conditions ract with MPS the and conditions see rate/mps_terms_and Price per unit 2,000.00 PA on Public Affai services	04.2010. for Goods and Serv specified contract to d_conditions_v2.pdf Net value (GBP) 12,000.00	f

Created by: Cooper	Order Approved by: WORKFLOW SYSTEM

## Pr'-1 Minaxi - DPA

Fru...: Sent: To: Subject: Patel Minaxi - DPA 13 April 2010 17:15 Cooper Nigel - DPA PO please

### Hi Nigel

Can you please raise a PO for £12,000 in favour of Charny Media. Cost centre DA100. GL code should be the publicity line 5752.

Chamy Media will provide strategic media advice to the DPA on Public Affairs, Media Relations, speech writing and other specialist media services. The above cost of £12,000 is based on £2000 x 6 months.

The above has been approved by Director, DPA.

Any queries please let me know.

Cheers

Max Minaxi Patel Head of Publicity

**Directorate of Public Affairs** 

www.met.police.uk

#### Dr Stephanie - DPA

Fru...: Sent: To: Subject: Fedorcio Dick - DPA 12 October 2009 10:43 Day Stephanie - DPA FW: Chamy Media contract

Stephanie

Please discuss

Dick

Arscort

 $\mathbf{F}$ 

From:	Thomas Eva A - SOHQ
Sent:	08 October 2009 14:09
To:	Picot Jackie - SOHQ
Cc:	Sweeting Brian - SOHQ; Yates John - SOHQ; Fedorcio Dick - DPA
Subject:	RE: Chamy Media contract
	•

Jackle,

2- Just to let you know, that I have now completed the journal as requested and cost centre DA100 has now been credited with £6,000 under GL code 5702 Corporate Printing Expense as per e-mail below. Metfin journal number 4500001376 dated 08/10/09 refers.

Regards,

### Eva

From:	Picot Jackie - SOHQ
Sent:	07 October 2009 16:48
To:	Thomas Eva A - SOHQ
Subject:	FW: Chamy Media contract

### Eva

Can you please find out which GL line is to be used and then journal £6k from SO021 to DA100 or arrange for them to do the journal sending an email of approval for them to attach.

Richard

Bf

Andrew Karts

Lesloian & Gay FIM Festives

Many thanks

Jackie Picot Finance Manager, SOHQ

75	Phone:
F	Metphone:
P	Fax:
Q	E-mail:

From:	Sweeting Brian - SOHQ
Sent:	02 October 2009 14:44
To:	Picot Jackie – SOHQ
Cc:	Yates John - SOHQ; OSulilvarı Stephanie J.F - SOHQ
Subject:	FW: Chamy Media contract

Jackie,

Please arrange for a budget transfer of £6k from SO021 as set out below.

Regards

Brian

MOD200012515

the state of a sed adaption of a constraint production of the set of the set

rian Sweeting uirector of Business Services (F&R) Specialist Operations

From: Yates John - SOHQ Sent: 01 October 2009 13:29 To: Sweeting Brian - SOHQ Cc: Fedorcio Dick - DPA; Boorman Karen - SOHQ Subject: FW: Chamy Media contract

Brian

I have agreed with Dick to support this from an SO perspective for the amount set out below

Dick is sorting out the audit trail etc. which will be shared with SO when complete.

In the interim could you sort out the transfer of monies please?

V grateful,

JY

·		
From:	Fedorcio Dick - DPA	
Sent:	01 October 2009 10:48	
To:	Yates John - SOHQ	
Cc:	Day Stephanie - DPA	
Subject	Chamy Media contract	

John

We have now get a contract in place for the use of Chamy Media (Neil Wallis) to provide us with support for public affairs, media relations and speech writing. This will run from 1 October to 31 March 2010 but with the option to extend for a further 6 months to 30 September 2010 if necessary.

When we discussed this previously we agreed that this contract would provide DPA and SO with this support and that we would share the costs. These have been agreed on the basis of two days per month at £1,000 a day - ie  $\pounds$ 2,000 a month.

DPA will be managing the contract and arranging payment of invoices. To make things easier, could you arrange for the SO contribution of £6,000 for the rest of the current year to be transferred to the DPA budget (DA100 corporate supplies and services).

We will also need to agree the range of issues and support that you will need over the next 6 months so that Neil can be tasked accordingly.

Dick

Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

Enail Dinean Heren Jores. 6 6/2 mins to charpe dates Lo Email \$ mins. 29 Mon. Anti-Knife crime norkshop a miniman. 18 DS Afghan Youth Conf resconcuip / test creatine to what testing whe testing ith Mediacon Lo And y Walsi Bill US. Email Duncan re peus groups

ees as a class official terms .....

## Patel Minaxi - DPA

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} _m:	Corner Alan J - DoR (ProcServ)
Sent:	07 October 2009 13:20
To:	'neil@
Cc:	Day Stephanie - DPA; Gardiner Hannah - DPA; Patel Minaxi - DPA; Cooper Nigel - DPA
Subject:	Purchase Order
Attachments:	chamyorder.doc

MetSec Code - NOT PROTECTED

Neil,

Finally, please find attached purchase order for your Media services to the MPS. I've put it in the post but with the delays in the post, thought it better to send it over electronically

1

Sorry it has taken so long but our processes are many to first get your company on our system

Thanks for your understanding

Alan

chamyorder.doc (130 KB)

Alan Corner

Category Consultant Metropolitan Police Service Procurement Services, 8th Floor - West

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Fr io Dick

From: Sent:	Fedorcio Dick - DPA 01 October 2009 10:48
To:	Yates John - SOHQ
Cc:	Day Stephanie - DPA
Subject:	Chamy Media contract

John

We have now got a contract in place for the use of Chamy Media (Neil Wallis) to provide us with support for public affairs, media relations and speech writing. This will run from 1 October to 31 March 2010 but with the option to extend for a further 6 months to 30 September 2010 if necessary.

When we discussed this previously we agreed that this contract would provide DPA and SO with this support and that we would share the costs. These have been agreed on the basis of two days per month at £1,000 a day - le £2,000 a month.

DPA will be managing the contract and arranging payment of invoices. To make things easier, could you arrange for the SO contribution of £6,000 for the rest of the current year to be transferred to the DPA budget (DA100 corporate supplies and services).

We will also need to agree the range of issues and support that you will need over the next 6 months so that Neil can be tasked accordingly.

Dick

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Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

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	RESTRICTED CONTRACTS		
	AGREEMENT NO SS3/09/DF1		
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IS AGE hority	REEMENT is made this day 28 September 2009 by and between the N (hereinafter known as the " Authority ") and, Charry Media Ltd	letropolitan Police	
ereinafi	iter known as "the Contractor").		
IEREA	15		
	n consideration of the payments to be made under Schedule 2 the part s follows.	jes hereto mutually agree	
at C	The Authority desires to engage the services of the Contractor to perior t Schedule 1 and the Contractor agrees to perform such services on si Contract. Such services are hereinafter called "the Servica" and Schedu nade part of this Contract.	uch basis stated in the	
W THE	EREFORE IT IS AGREED AND DECLARED AS FOLLOWS:		
	During the term of this Contract, the Contractor shall provide the Service eriod stated,	a to the Authority for the	
I	ERM OF THE AGREEMENT	÷	
ល ក្រ ប្រ	vithout prejudice to any of the rights or remadies otherwise available th commence on 1 October 2009 and shall terminate on 31 March 2010. If the Service beyond the term of this Contract consideration may be given or a further period of up to six months. Any such extension will be subject	f there is a requirement for n to extending the Contract	Elipk to date. Elipk another 6 month
đŝ	elivery of the Service during the life of the Contract.		Hick another & month
¥	ARIATION OF THE SERVICES		
ct or	he Authority reserves the right on giving reasonable written notice fron hanges to the Service (whether by way of the omission of Services, the r increasing or decreasing the Services or the locations where they are therwise) for any reason. Such a change is bereinafter celled "a variat	e addition of new Services, e to be provided or	£16к.
va be	n the event of a variation the price to be paid under the Contract may a ariation in the price shall be calculated by the Authority and agreed wit e such amount as properly and fairly reflects the nature and extent of t revailing circumstances.	ih the Contractor and shall	
	he Contractor shall provide such information as may reasonably be re- rice to be calculated.	quired to enable such	
<u>s</u> !	UB-CONTRACTING. ASSIGNMENT OR TRANSFER OF CONTRAC	<u></u>	
	he Contractor shall not give, bargain, sell, assign, sub-contract, or oth ontract or any part thereof or the benefit or advantage of the Contract		
н	he Authority shall be entitled to:-		,
C	contract or any part thereof or the benefit or advantage of the Contract he Authority shall be entitled to:-	L s under this Contract or any tation, any body to which	•

### RESTRICTED CONTRACTS

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b. assign, novale or otherwise dispose of its rights and obligations under this Contract to any other body including but not limited to any private sector body) which substantially performs any of the powers or duties that previously had been performed by the Authority and in either case the Contractor shalt consent to such assignment, novation or disposal and agrees to enter into any reasonable arrangements to put the assignment, novation or arrangement into effect.

and the structure of the

6.3 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the Authority.

### 7. PAYMENT FOR SERVICES

- 7.1 As consideration for the Service to be performed by the Contractor hereunder the Authority shall make payment to the Contractor in accordance with the terms of Schedule 2. The price quoted must be in £ sterling and exclusive of any deductible input or output Value Added Tax. No variation to the Contract Price will be allowed. If the Authority saeks to vary the Services to be provided for an extend the term of the contract as provided for in section 5 the Contractor may make proposals to vary the Contract Price.
- 7.2 The Contractor is solely responsible for the payment of income Tax and National Insurance contributions. The Authenty will not make any deductions under schedule 2 nor will make any National insurance contributions under this contract.

### 8. CONFIDENTIAL INFORMATION

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to

- 8.1 During the term of this Contract, the Contractor and/or its employees may be exposed to confidential information in respect of the Authority. The Contractor and its nominated employees shall sign, if so required by the Authority, a declaration referring to the Official Secrets Acts 1911 to 1989 (or any statutory re-enactment thereoi).
- 8.2 Any employes of the Contractor engaged on the Contract may be subject to security clearance by the Authority. If required security clearance cannot be obtained for any of the nominated officers or employees presented by the Contractor, then the Contractor shall be deemed to have committed a material breach of this Contract.
- 8.3 The Contractor agrees that if any employee of the Contractor is unacceptable he or she will be replaced by an employee acceptable to the Authority. The Authority's decision on the acceptability of employees is final and no explanation will be given.
- 8.4 The Contractor undertakes to treat as confidential all information which may be derived from or obtained in the course of the contract or which may come lab the possession of the Contractor or any
  - employee as a result of or in connection with the Contract, and to take all necessary precautions ensure that such Information is treated as confidential by his employees.

### 9. RIGHTS AND RESULTS OF WORK

The rights and results of the work carried out by the Contractor's employees and all other material produced during or for the purpose of the Service shall vest in the Authority absolutely.

MOD200012522

#### 10. FREEDOM OF INFORMATION ACT

10.1 The provisions of this Clause 10 shall apply if this Agreement is subsisting at or is entered into on or effer 1 January 2005. The Supplier shall provide all reasonable assistance to enable the MPA to comply with any request received under the Freedom of Information Act 2000 ("FOIA").

#### RESTRICTED CONTRACTS

- In the event that any request made under the FOIA relates to the Supplier, the Services, the Contract Price or any other matter which falls under the auspices of this Agreement, the MPA shall, to the extent practicable, consult with the Supplier prior to any such disclosure.
- 10.3 The guiding principle of the MPA will be that all information should be disclosed except where the MPA can demonstrate good reason not to disclose. If the Supplier wishes to reserve any information from disclosure under the FOIA it must put forward any information or classes of information which it wishes to have reserved (reserved information) and the grounds of the exemption which relates to the information which may be one or more of the following:-
  - 10.3.1 that the information constitutes a trade secret and is eligible for exemption under section 43(1) of the FOIA;
  - 10.3.2 that the disclosure of the information would prejudice the commercial interest of any person under section 43(2) of the FOIA;
  - 10.3.3 that the information will be disclosed by the Supplier to the MPA and that the nature of the Information, or the circumstances in which it is imparted or the circumstances are otherwise such, as to justify the acceptance by the MPA of an obligation of confidence in respect of it under section 41(1) of the FOIA;
  - 10.3.4 that the information is personal data or otherwise relates to the private life of an individual which is appropriate for protection under section 40 of the FOIA;
  - 10.3.5 any other specific exemption under the FOIA.
- 10.4 In relation to all other information the MPA shall have an absolute discretion to determine the question of disclosure having consulted with the Supplier in accordance with Clause 10.2 above.
- 10.5 The Supplier shall indemnify the MPA and hold it hannless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever arising directly or indirectly as a result on any decision by the information Commissioner that information classed by the Supplier as confidential should be disclosed under the FOIA.
- 10.6 The MPA will not enter into contractual terms which purport to restrict the disclosure of information held by the MPA and relating to this Agreement and will seek to reject confidentiality clauses relating to the terms, value and performance wherever in the reasonable opinion of the MPA they would be likely to conflict with the provisions of this Clause 10.
- 10.7 Any request received by the Supplier or third party for disclosure of Information owned by the MPA, including information relating to or arising out of the performance of the Agreement, should, without delay, be forwarded to the MPA in order for it to comply with its obligations and legal outies under the FOIA, within the requisite period (20 working days), and the Supplier is required to and to procure any relevant third parties assist the MPA in responding to such access requests.

#### 11. DATA PROTECTION ACT

- 11.1 The Contractor shall not disclose or allow access to any personal data provided by the Authority or acquired by the Contractor during the course of tendering for or executing the Contract, other than to a person employed or engaged by the Contractor or any sub-contractor, agent or other person concerned with the same.
- 11.2 Any disclosure of, or access to, personal data allowed under Clause 11.1, shall be made in confidence and shall extend only so far as that which is specifically necessary for the purposes of the Contract.
- 11.3 The Contractor shall store or process such personal data only at sites specifically agreed in writing, in advance, with the Authonity.

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### RESTRICTED CONTRACTS

If the Contractor fails to comply with any provisions of this Condition then the Authority may summarily determine the Contract by notice in writing to the Contractor, provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority.

- 11.5 The Contractor shall provide the Authority with a copy of the procedures governing the security of personal data whilst in the possession of the Contractor should the Authority so demand.
- 11.6 The decision of the Authority upon matters arising under this Condition shall be final and conclusive.

### 12. FUBLICITY. MEDIA AND OFFICIAL ENQUIRIES

- 12.1 The Contractor shall not include or permit the inclusion at any time of the name "Metropolitan Police" or any photograph or drawing depicting an officer of the Metropolitan Police in any published material without the written consent of the Authority.
- 12.2 The Contractor shall not, without the prior written consent of the Authority, advertise or publicly announce that the Contractor is undertaking work for the Authority.
- 12.3 In the event of any enquiries including media, Parliamentary or official enquiries being received by the Contractor about the Contract, the Services provided thereunder or any other matter relating to the Contract, the Contractor shall immediately refer the matter to the Authority. The Contractor shall make no formal or informat response without the prior written approval of the Authority.

### 13. CONFLICTS OF INTEREST

13.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant or agent is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the Authority under the provisions of the Contract. The Contractor and his employees must disclose to the Authority full particulars of any such conflict of interest, which may arise as soon as it becomes apparent.

### 14. RIGHTS OF AUDIT

- 14.1 The Contractor shall keep or cause to be kept full and accurate records, hereinafter referred to as "the records" of all services performed in connection with this Contract. The Contractor or his associated companies shall preserve the records for seven years after termination or expiry of this Contract.
- 14.2 The Contractor shall-grant to the Authority and its authorised egents, all such reasonable access to the records and shall provide all reasonable assistance at all times during the currency of the Contract for the purposes of carrying out an audit of the Contractor's compliance with this Contract including all activities, charges, performance, security and integrity in connection therewith.
- 14.3 Should any audit or inspection of the records reveal that the Authority has been overcharged the Contractor shall relimburse to the Authority the sum overcharged within 28 days.

### 15. HEALTH AND SAFETY ETC

While providing the Service the Contractor and his employees must familiarise themselves with and comply in all respects with the Authority's directions in respect of health and safety, security, business ethics and the like.

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### RESTRICTED CONTRACTS

### 16. DEFAULT

In the event of the Contractor failing to carry out any work in accordance with these Conditions the Terms of Reference and the Schedula, the Authority shall (without prejudica to any other remedy available) be entitled:-

- to deduct from any account rendered by the Contractor in respect of such work such sum as the Authority considers appropriate;
- to have such work carried out satisfactorily by other persons and in the meantime to debar the Centractor, its servants and agents from the premises;
- c. In recover from the Contractor the cost incurred by the Authority under Clause 16(b) above after taking account of any sum deducted under Clause 16(a) above; and
- d. to terminate the Contract by giving to the Contractor not less than two weeks, notice in writing either wholly or in respect of the part of the work in relation to which the default has occurred.

In the event that this Contract is terminated by the Authority due to any breach of the Terms and Conditions of Contract by the Contractor, the Authority shall be entitled to claim the excess cost of any replacement contractor hired to finish the work stipulated under this contract against the original Contractor.

### END OF CONTRACT PERIOD

### 17. BREAK

- 17.1 The Authority shall, in addition to its power under any other provision of the Contract have power to determine this Contract at any time by giving the Contractor written notice to expire at the end of the period of notice specified for the purpose of this Condition in the Contract or if no such period is specified at the end of two weeks and upon expiration of the notice the Contract shall be determined without prejudice to the rights of the paries accrued to the date of determination but subject to the operation of the following provisions of this Condition.
- 17.2 In the event of such notice being given the Authority shall indemnify the Centractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract.
- 17.3 The Authonity shall not be liable to pay under the provisions of Clause 17.1 and 17.2 any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed such total sum as would be payable under the Contract if the work had been completed in accordance with the requirements of the Contract.

### 18. WAIVER

The failure of either party at any time to enforce any provision of the Contract shall in no way affect its right thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.

### 19. CURRENT REMEDIES

No right of remedy conferred upon either party is exclusive of any other right or remedy contained in the Contract or by law provided or permitted, but each shall be cumulative of every right or remedy given in the Contract or now or hereafter existing and may be enforced concurrently therewith or from time to time.

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#### RESTRICTED CONTRACTS

SEVERABILITY

If any Condition or Clause of the Contract not being of a fundamental nature be held to be lifegal or unenforceable the validity or enforceability of the remainder of the Contract shall not be affected thereby.

#### 21. INDEMNITY AND INSURANCE

- 21.1 The Contractor shall hold and maintain during the period of the Contract and any extension or extensions thereof a policy of insurance against third party risks.
- 21.2 The Contractor shall have in force:
  - employer's flability insurance in accordance with any legal requirements for the time being in force, if applicable.
  - b. public liability insurance for such sum and range of cover as the Contractor deems appropriate but covering at least all matters which are the subject of indemnifies or compensation obligations under these Conditions in the sum of not less than £1M for any one occurrence, the number of occurrences being uniimited, but £5M for any one occurrence in the aggregate per annum in respect of products and pollution liability (to the extent pollution liability is insured by the policy), unless otherwise agreed in writing.
- 21.3 The policy or policies of insurance referred to in Clause 21.1 and 21.2 shall be shown to the Authority whenever requested, together with satisfactory evidence of payment.

#### 22. AUTHORITY'S REPRESENTATIVE

During the term of this Contract, the Contractor shall confer with the Authority's representative, receive the Authority's instructions concerning the execution of the Service and make reports to the said representative as reasonably required by the Authority.

The said representative shall be responsible for this Contract with power to manage and determine the agreement in accordance with the terms and conditions of this Contract.

22.1 The Authority's representative for this Contract is: -

Hannah Gardiner

Tel No:					
Tel No:	 	-1	*	<b>6b</b>	_

22.2 All formal communications (both oral and written) concerning the performance of the Contract are to be made by and to the Authority 's representative.

#### 23. CONTRACTOR'S REPRESENTATIVE

The Contractor's nominated representative for this Contract is: -

Name Neil Wallis

Chamy Media Ltd

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	EMPLOYEES QUALIFICATIONS TO PROVIDE THE SERVICE						
24.1	The Contractor shall provide the Authority is representative with Authority to be satisfied as to his suitability to deliver the Service	The Contractor shall provide the Authority 's representative with information sufficient for the Authority to be satisfied as to his suitability to deliver the Service to the standard required.					
25.	ENTIRETY OF CONTRACT						
	This Contract, including the Schedules attached herefo, constitu parties herefo with respect to the subject matter hereof.	te the entire Contract between the					
28.	LAW						
	This Contract is subject to English Law.						
27.	EXECUTION						
	IN WITNESS WHEREOF the parties hereto have executed and date first above written,	delivered this Contract as of the					
	For and on behalf of the Contractor	For and on behalf of the Authority					
	Company name CHAMY MOLA						
	Address						
	Signature						
	VEU MAILLE						
	Full name NZIC WIILLD						
	Full name WEIL WALLS						

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Re: Consu ...ncy Advice



Fedorcio D	)ick
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From: Neil Wallis [r

Sent: 28 September 2009 12:05

To: Fedorclo Dick - DPA

Subject: Re: Consultancy Advice

Dear Dick, thank you for the contact below, particularly bearing in mind I already have been doing some work for you at an informal rate of £2,000 per month for the equivalent of two days of my time. I of course would be delighted to continue our relationship along the same lines, as your email makes clear you plainly need. I think my experience of 20 years at the very top level of national newspapers (15 years as either an Editor or Deputy Editor), my knowledge of how the industry works and the people at the very top level, and the widespread contacts I have in it is of great use to you.

That enables me to assist you effectively at many levels, whether it is the speech-writing I helped with recently for the Commissioner, or advising you on how to deal with controversies that arise such as Operational Independence, or the political contacts and associations that I can call into play. Regards, Neil.

On 24/09/2009 12:05, "Dick Fedorcio Dick Fedorcio" < wrote:

Re our phone conversation:

As my deputy is on long term sick leave and 1 am not sure as to his return date, I am trying to put in place arrangements in case I need to obtain external strategic communication support and advice.

If this proves necessary, I would be looking for short notice, senior level input at director level (or reporting to someone at that level) in the areas of public affairs, media relations and speeches. In the main this would take the form of verbal advice, mostly over the phone but would involve occasional meetings, and might also involve some research or written material, for example in commenting on speeches and suggesting input.

It is difficult to be sure as to how much time this might involve but could possibly require up to 2 days a month.

To help me plan for this, would you be able to give me an estimate of what you think this would cost, on a daily rate basis.?

I would need to meet our procurement processes so I am keen to have a plan in place so that I could move quickly to take on this external help at short notice. As I said earlier, this will be influenced by the recovery time of my deputy.

**Best wishes** 

Dick

Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

\*\*\*\*\*\*

Re: Consu acy Advice

It is the policy of the MPS that:

MPS personnel (or agents working on behalf of the MPS) must not use MPS systems to author, transmit or store documents such as electronic mail (e-mail) messages or attachments:

 containing racist, homophobic, sexist, defamatory, offensive, illegal or otherwise inappropriate material;

and manufactures over any and the second second

- \* containing material requiring a protective marking higher than RESTRICTED, (and not higher than NOT PROTECTIVELY MARKED across the internet) without the use of approved encryption;
- \* containing personal data for use other than in accordance with the notification(s) under the Data Protection Act, 1998 of the system(s) from which the data originates.
- \* This Email message has been scanned for viruses and contents.

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Page 2 of 2

Consultant Advice

**Fedorcio Dick** 

From:

Sent:

To:

Cc:

Dick,

Subject:

Importance: High

Peter Bingle 25 September 2009 12:04 Fedorcio Dick - DPA Joe Phelan **RE: Consultancy Advice** Sensitivity: Confidential I want to suggest my colleague Joe Phelan with a daily rate of  ${f f}$ plus VAT. His skill set meets your requirements perfectly ....

Page 1 of 2

Joe's details are on our website: bppa.co.uk

Joe is keen to meet up with you.

Best wishes;

Peter

From: Peter Bingle Sent: 24 September 2009 11:57 To: 'dick.fedorcio( Subject: Re: Consultancy Advice

Will come back to you this afternoon ...

From: Dick.Fedorcio@ To: Peter Bingle Sent: Thu Sep 24 11:54:48 2009 Subject: Consultancy Advice

Peter

Re my phone message:

As my deputy is on long term sick leave and I am not sure as to his return date, I am trying to put in place arrangements in case I need to obtain external strategic communication support and advice.

If this proves necessary, I would be looking for short notice, senior level input at director level (or reporting to someone at that level) in the areas of public affairs, media relations and speeches. in the main this would take the form of verbal advice, mostly over the phone but would involve occasional meetings, and might also involve some research or written material, for example in commenting on speeches and suggesting input.

It is difficult to be sure as to how much time this might involve but could possibly require up to 2 days a month.

Consultane Advice

Page 2 of 2

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I would need to meet our procurement processes so I am keen to have a plan in place so that I could move quickly to take on this external help at short notice. As I said earlier, this will be influenced by the recovery time of my deputy.

Best wishes

Dick

Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service

\*\*\*\*\*\*\*\*\*

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- \* containing material requiring a protective marking higher than RESTRICTED, (and not higher than NOT PROTECTIVELY MARKED across the internet) without the use of approved encryption;
- \* containing personal data for use other than in accordance with the notification(s) under the Data Protection Act, 1998 of the system(s) from which the data originates.

\* This Email message has been scanned for viruses and contents.

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If you are NOT the intended recipient then please email back to itsupport@chime.plc.uk

23/06/2010

Consultant Advice

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# Page 1 of 2

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**Fedorcio Dick** 

From:Charles LewingtonSent:24 September 2009 15:51To:Fedorcio Dick - DPACc:Louise CottingtonSubject:RE: Consultancy AdviceAttachments:01 DF memo on external counsel 24.09.09.doc

Hi Dick,

I hope this is what you are after. Please let me know if you require more information Louise Cottington (copied) is my Executive Assistant who can always reach me. Best wishes Charles

charles lewington managing director

hanover 100 gray's inn road london weix 8al



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hanover is unable to accept any responsibility for the transmission of any virus.

Please consider the environment before printing out this email.

From: Dick.Fedorcio@ Sent: 24 September 2009 11:26 To: Charles Lewington Subject: Consultancy Advice

Charles

As we discussed last night...

As my deputy is on long term sick leave and I am not sure as to his return date, I am trying to put in place arrangements in case I need to obtain external strategic communication support and advice.

If this proves necessary, I would be looking for short notice, senior level input at director level (or reporting to someone at that level) in the areas of public affairs, media relations and speeches. In the main this would take

# MOD200012532

Consultan; Advice

Page 2 of 2

form of verbal advice, mostly over the phone but would involve occasional meetings, and might also ...volve some research or written material, for example in commenting on speeches and suggesting input.

It is difficult to be sure as to how much time this might involve but could possibly require up to 2 days a month.

To help me plan for this, would you be able to give me an estimate of what you think this would cost, on a daily rate basis.?

I would need to meet our procurement processes so I am keen to have a plan in place so that I could move quickly to take on this external help at short notice. As I said earlier, this will be influenced by the recovery time of my deputy.

**Best wishes** 

Dick

Dick Federcio OBE Director of Public Affairs Metropolitan Police Service

\*

It is the policy of the MPS that:

MPS personnel (or agents working on behalf of the MPS) must not use MPS systems to author, transmit or store documents such as electronic mail (e-mail) messages or attachments:

- \* containing racist, homophobic, sexist, defamatory, offensive, illegal or otherwise inappropriate material;
- .\* containing material requiring a protective marking higher than RESTRICTED, (and not higher than NOT PROTECTIVELY MARKED across the internet) without the use of approved encryption;
- \* containing personal data for use other than in accordance with the notification(s) under the Data Protection Act, 1998 of the system(s) from which the data originates.

\* This Email message has been scanned for viruses and contents.

\*\*\*\*\*\*\*\*\*\*\*\*

# hanover

hanover is well placed to provide the Metropolitan Police with external strategic communications, public affairs and speech writing support over the next six months should it be required.

In anticipation of a number of different project tasks, we propose a blended day rate to include significant support from Managing Director Charles Lewington; a strong media relations operator and Senior Account Director (equivalent of Director-level in most other agencies); a consultant and former in-house press officer with good Police communications experience and a researcher to provide background notes for the senior team.

Our backgrounds include:

**Charles Lewington, Managing Director** – Before founding hanover in 1998, Charles was Press Secretary to John Major at No.10. He has over 20 years communications experience working at the highest levels in national newspapers, government, politics and the commercial world. Charles advises the CEOs and Communications Directors of a range of public and private sector clients including Sky, Diageo, Lockheed Martin and Banco Santander. He is also an accomplished speech writer.

Enda Joyce, Senior Account Director – Enda has eleven years communications experience and is a crisis communications specialist. He spent three years at Westminster City Council before joining hanover where he led the team which protected the McCann family from the media storm which enveloped them on their return from Portugal in September 2007. He works for a range of private and public clients, including Partnership Assurance, the Shell Foundation and the Services Complaints Commissioner.

**Isobel Bradshaw, Consultant** – Isobel works across a range of private and public sector client accounts, providing both public affairs and media relations support. Before joining hanover, Isobel worked as a press officer for O2, gaining valuable experience in both reactive and proactive media relations. She worked on the Police Federation's Fair Play campaign and also supported the McCann family.

**Kieran O'Connell, Researcher** – Kieran supports a range of private sector clients, working in industries ranging from telecommunications to medical device manufacturing. He provides clients – including BSkyB, H3G and BPP – with extensive media and parliamentary monitoring services. Prior to joining hanover, Kieran worked in the constituency office of former transport secretary Ruth Kelly MP and for a PR consultancy in Manchester.

# hanover

## Budget

We anticipate that the likely composition of an eight hour day would comprise four hours from the Managing Director (i in hour), two hours from the Senior Account Director (i in hour) and one hour each from the Consultant (i in hour) and Researcher (i in hour). On a full price basis our, our blended daily rate would be  $\underline{E}$ 

Applying a public sector discount, we would be prepared to offer our services to the Metropolitan Police for a day plus VAT plus expenses and administration to cover phones and electronic communication. Any hours worked over and above the agreed two-days a month would be charged at the agency's normal hourly rates (as above). An eight month contract, starting in October, could provide support up to and including a General Election campaign.

Hanover is a member of the Public Relations Consultants Association and the Association of Professional Political Consultants. We keep detailed time sheets detailing client work to the nearest 15 minutes and believe we have the highest security standards of any agency in London, including encryption facilities.



From: Sent: To: Subject: Corner Alan J - DoR (ProcServ) 18 September 2009 16:03 Patel Minaxi - DPA RE: 1049- URGENT

MelSec Code - NOT PROTECTED

I have presented your STA request to Nick Prebble and Simon Gale and your STA request has been declined.

The reason for this is that MPA have recently changed their reasons for approving STA's.

in this case if you obtain 3 competitive quotes say by phone this would only take 2 days at most.

Your decision on which quote would deliver Best value does not rely wholly on price but most importantly is effected by the experience of the delivering company.

1

In this case any challenge from the market/press to the selected company can be truly answered that award followed a competitive piece of procurement

Hope this helps

Alan

Alan Corner Category Consultant

Metropolitan Police Service Procurement Services,

....

 From:
 Patel Minaxi - DPA

 Sent:
 18 September 2009 12:43

 To:
 Comer Alan J - DoR (ProcServ)

 Subject:
 FW: 1049- URGENT

 Importance:
 High

FYI

Grateful if you could push this through as matter of urgency

Thanks Max

Minaxi Patel SIO Publicity

**Directorate of Public Affairs** 

New Scotland Yard Broadway London SW1H 0BG

www.met.police.uk

From:Patel Minaxi - DPASent:18 September 2009 12:42To:DoR Mailbox - 1049 Corp ProcurementSubject:1049- URGENT

<< File: Form 1049 Strategic Communications support.doc >>

Please find attached Form 1049 for immediate action required by the DPA.

You will see on the attached document that due to the timescales involved and immediate needs the DPA is requesting a single tender action.

I'd be grateful for an urgent decision on this matter on behalf of Director DPA, Dick Fedorcio.

Please note- a signed hard copy is on its way via the internal post.

Thanks

Minaxi

Minaxl Patel SIO Publicity

**Directorate of Public Affairs** 

New Scotland Yard Broadway London SW1H 0BG

www.met.police.uk

RESTRICTED CONTRACTS



A guide to completing Form 1049 can be found by using the following link:

http://intranet.aware.mps/Resources/Procurement\_Services/index.htm

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•			
RESTRICTED C	ONTRACTS		
METROPOLITAN Working together for a safer Londor	1	DoR Form 1049	
RESOURCES DIRECTORATE	Document Ref. No:	0	
	ret Action All )		
Request for Formal Contr	act Action – All V	alues	
Section 1 To be completed by the sponsor			
1A Client contact point details			
Name Hannah Gardiner			
Branch / Business Area			
Creation Date 18.09.2009	Phone No.		
Email address hannah.gardiner@			
Signature			
		The section of the se	
18. Description of requirement.			
ROJECTITIES Strategic Communications support se The Directorate of Public Affairs urgently require strategic c		o assist in it's work	
The support service's areas of work would cover Public Affa other specially services that would be available on an acho	airs, Media Relations and speech	writing amongst	
The service is required from September 2009 until 31st Mar	ch 2010 with a view to a possible	e extension should	
the requirement for the service continue to be a necessity a faces. The consultancy will assist particularly with Specialist	nd prove positive in the challeng	es the Directorate	
for this service will come joinly from the DPA and SO. The urdency for this service is to assist with work previously	Identified by the DPA, but for w	high the DBA as	
longer has the necessary resources and resilience. This is in	part due to the sickness of the l	Deputy Director.	Comment [PE1]: Description
Attach the approved Statement of Requirement if available.			should include characteristics of the Goods and/or Services required, timescales required.
If this relates to an existing contract, please specify the cont	tract number		linkage to any corporate or departmental project
1C Business case			
If a new requirement and total costs are over £1m, confirm relevant investment Board approval of the business case ar	n the date of the		Comment [PE2]: For details regarding Investment Board.
tender.	nd permission to Date:	••••••	please contact Investment Board Secretarial on 60643
If a new requirement and lotal costs are over £5m, confirm relevant MPA committee approval of the business case ar	nd normieston to		Comment [PE3]: For details regarding MPA Committees
lender	Date:	·····	on 65017
Date procurement required	Length of contract	Months	Comment [PE4]: First delivery date for goods or services required
······································		· · ·	Comment [PE5]: Initial Contract length required

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:	RESTRICTED	CONTRACT	<u>rs</u>				
Exter ion period	Months	Number o	f possible exter	sions	<u>   .</u>		Comment [PE6]: Maximum
Key requirement dates	1. ]	2.		3.	·····		Comment [PE7]: Maximum number of extensions that may
4.	5.	Expected	completion dat	9			be given upto the maximum period of time
							Comment [PE8]: Significant dates in the delivery of the
1D Financial approva	<b>)</b>			•			procurement which must be met
Estimated cost (ex VAT) for applicable: original contrac current request for variation	r entire contract period, includ t; previous variations and/or e; n and/or extension	ing, where xtensions;	£24,000				
In the case of a request for contract, original value of t	variation or extension to an e	xisting					
In the case of a request for contract, value of the requ	variation or extension to an extension to an extension	xisting					
Basis of cost estimate			services until -31st March 2 the value of the payments we between DPA to assist parti requirements These costs	the end of 010 or up in is contract uid be sher and SO, a cularly with are based o I services w	ed equally is the intention I SO strategic	ear of	
General Ledger code			5752	1364			Comment [PE9]: How the estimate has been arrived at; quote from suppliers, market
Costs relate to the followin	g cost code		DA100				research with a number of suppliers, extrapolation from previous projects?
Costs relate to the followin	g project code		N/A				
	0	R	and the second secon	and the lines			
Cost relate to a corporate of local budgets under the	project with funding drawn from following cost code	m a number					
Cost relate to a corporate of local budgets under the	project with funding drawn from following project code	m a number					
These costs are reasonab give financial approvel for	le and I have delegated author this level and type of expendit	rity at level ure	via the M	PS Schemi	e of Delegatior	i to	
Name	Dick Fedorcio						· _
Signature							
Grade	DPA Director		Date	19.09.200	)9		

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#### RESTRICTED CONTRACTS

and a second

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1E Suggested suppliers to be included in Procurement Exercise			
Supplier's Name	Chamy Medía Limited		
Supplier's Address			
Supplier's Contact Details			
Supplier's Email Address	Neli Waliis		
Reason for Inclusion	Expertise and experience in the required services.		

To add a supplier click here

فاستطواه سلبية المتعاديات الاحتفاق الراج

(F Request for legal exemption from a competitive tendering procurement (i.e. Single Tender A	ction J
Please cross (x) ONLY ONE of the following 10 legal circumstances that apply	
Absence of appropriate lenders in a previously advertised procurement	
For technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the services, supplier or works may be provided only by a particular provider	
A contract following a previously advertised design contest	
Extreme urgehov /Operational Requirement	⊠
Additional works or services which were not foreseen at the time of contract award but have now become necessary for the performance of a previously tendered contract	
Work or services similar in nature to that covered by a previous tendered contract and now necessary for the performance of that contract	
Security considerations	<u> </u>
When the goods to be purchased or hired under the contract are to be manufactured solely for the purpose of research, experiment, study or development	
To take advantage of particularly advantageous terms for the purchase of goods in a closing down sale	<u> </u>
Replacement goods which can only be sourced from the same contract	
Provide a detailed justification for the use of the above exemption:	

[The urgency for this service is to assist with work previously identified by the DPA, but for which the DPA currently does not have the necessary resources and resilience. This is in part due to the long term absence of the Deputy Director.

The DPA requires a single tender action because these services are required immediately and therefore the usual procurement timescales would not meet the DPA's immediate requirements. The DPA are aware of a consultancy who is in a position to provide the required service and wish to appoint this consultancy. This consultancy has an existing understanding of the MPS and the nature of the DPA's work through the experiences of II's employees and therefore are in a position to provide immediate assistance to the DPA. We acknowledge that given time and experience other consultances would be able to learn more about the organisation and the

.

Comment [PE10]: The MPS may highlight opportunities to organisations that it wishes to have any CJEU notice drawn to their attention, or for tenders which are not subject to tha publication of an OJEU notice. Granisations the budget holder wishes to include in the process, or , in the case of contracts using the Construction fine approved supplier list, organisations to be forwarded the lender. Comment [PE11]: It is mandatory legal requirement that where the MPS does not competitively tender a requirement, an appropriate exemptions the recorded. For details on individual exemptions the recorded. For details on individual exemptions, please contoct procursment Services prior to competing this form Comment [PE12]: This is classified as where there is insufficient time to carry an appropriate competitive procurement services are required. Failure to plan or atlow appropriate time for all a justifiable exemption for urgency Comment [PE13]: when the goods to be purchesed or hirad under the contract are required by the contracting authonity as a partial replacement for, or in addition to eviction prodes ar a partial replacement for, or in addition to eviction prodes are

partial reptacement for, or in addition to, existing goods or an Instalation and when to obtain the goods from a supplier other than this supplier which supplied the existing goods or the installation would oblige the contracting authority to acquire goods having different technical characteristics which would result in incompatibility between the existing goods or the installation and the goods to be purchased or birred under the contract or dispropertionate lectulcal difficulties in the operation and maintenance of the existing goods or the installation;

> Instanuori, Comment [PE14]: The use of the security exemption must be supported by an attached email or letter approved by an Assistant Commissioner grade or equivalent and above. For details regarding security exemptions, plasse contact Procurement Services prior to completing this form Comment [PE15]: Including purchasing goods or services in a commodity market

L		RESTRICTED CONTRACTS				
Directorate's	work and be in a position	to fulfil this need, however within the c	urrent limescales	this is not		
(					1	
l	····					 Comment [PE16]: Fuil detail must be given why the
Provide the s	supplier details relating to I	the proposed exemption if known:		<b></b>		examption above is applicable in these circumstences
Supplier nam	Supplier name Chamy Media Limited					 Comment [PE17]: In the case of an exemption to tendering,
Supplier add	ress					where a supplier has been Identified, please fill in contact details have
Supplier mail	n contact name	Neil Wallis				
Supplier mai	n contact phone number					
1G Com	modity implications					
•	rement for one of the follow	wing goods and services?				
ICT Technolo	ogy, hardware, software o	r services (including consultancy)		🗌 Yes	🖾 No	
DOI consulte	d? (			🗋 Yas	🖾 No	
Properly and architects an	buliding related goods and d surveyors)	d services (including services such as	designers,	🗌 Yes	🖾 No	
PSD Consult	ed	· · · ·		🗌 Yes	🖾 No	
insert the cor	nlact details of the team m	nember consulted in the above relevan	Directorate:	· · · •	•	
Name						
Title		Date consulted				
Please note l criteria which	Procurement Services will a does not reference appro	reject any DP1049 form for goods and opriate consultation and approval with t	l/or services clas he appropriate D	silied in the Virectorate	above	
Have you con	nsulted with Procurement	Services reference this requirement?	Yes []]			
If 'Yes', who?		······································	Alan Comer, B	ob Markhan	 1	
1H) Heal	th and Safety implication	15				
Provide detai	lis of the Health and Safet	y implications of the proposed contract				
I I				·····		 Comment [PE18]: All budget holders, completing a DP1049 form, must consult with Health and Safety regarding the implications for the goods or
Health and S	afély Risk Management T	eam consulled?		🗌 Yes	🛛 No	services required if they are unsure of the H & S Implications of the goods or
Insert the cor	ntact details of the team m	ember consulted;			. ]	services they are buying

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RESTF	RICTED	CONTR	ACTS

Name		
Title	Date consulted	
Detail the rea	asons that the Safety and Health Risk Management Team were not consulted;	

# Section 2 Conflict of Interest - to be completed by all signatories

# Definition of a Conflict of Interest:

signalory.		egarded as being an exp		
I herebÿ conilrm I have Signed	o express / implied interest, fir	ancial or otherwise, in this	Date	activity.
Signed	Name	Hannah Gardiner	Date	18.09.2009
Signed	Name		Dale	1
Signed	Ñame		Date	
I hereby confirm I have	press / implied interest, in this	s procurement activity.		
Signed	Name.		Data	
Description of interest				
Signed	Name		Date	
Description of Interest				
Sláned	Ņaņe		Qate	

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<u>(</u>			RESTRICTED	CON	TRACI	rs						
Sý h3 Tobe	comp	oletec	d by Procurem	ent S	iervic	es						
			ed with Sponsor						· · · · · · · · · · · · · · · · · · ·			Comment [PE19]:
New requirement						÷	Existing requi	rement				Procurement route to be taken must be discussed, agreed with requestor and recorded
EU tender (Restricted / Open)			Competitive tende Restricted / Open	<u>.</u>		·· 🗗 ·	Competitive of	falogue	····-  -==:			Comment [PE20]: If selected, Procurement Services
Negotiation		□.	Extension (Sector 3D m	wai be con	pielad)		Variation (Sect	n 30 musi be completi	n		· · · · ·	representative must record whether either "R" for a restricted procurement route or "O" for an open procurement
Exemption (Single tender	r)		Call off contract (Provide details of contract)	- 🗖 -	Defa	ls						roure Comment [PE21]: If selected, Procificement Services
Framework arrangement	t	<b>D</b>	DSF		lf DS requi	F fran remen	nëwork is not u his specify the f	sed for ICT eason below	c			representative must record whether either "R" for a restricted procurement route or "O" for an open procurement courte
Details:	<u> </u>			L	<u> </u>			<del></del>				Comment [PE22]: MPA permission must be sought to use this route
				_								Comment [PE23]: MPA pennission must be sought to use this route
Catalist Approved by: Name	-		Other		Deta	ils						Comment [PE24]: Call-olf contract set up by other Public Sector body such as Homa Office, MOD etc.
Signature		·										Comment [PE25]: Name of framework (e.g. OGC XXXXX) chosen must be recorded in the box below
Grade	-					Date					ī	Comment [PE25]: DSF is Development Services Framework – for further details contact ICT Procurement
	Suppli dier det		i be included in Pi		zme <u>j</u> u <u>Consis</u> t	Exerc	Reason for Inc	lusion				Services learn
 									<u> </u>			
	<u> </u>											
								. <u></u>	······			
								<u></u>				
3C Exemption deci	sion - I	MPS F	?rocurément exer	nptic		òval ;						(
Exemption agreed	Ī		cation	5						1		
Exemption declined		Justifi	cation							1		
Additional time / informat	tion requ	uired (	detail)							]		

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				REST	RICTED CO	NTRACT	s			r	
Signed						Name					
Grade	(min S)					Date					
lf exem	iption grea	ater than	£100,0	00 MPA exemp	otion approva	l is requir	ed:				
Exemp	tion agree	edt		Exemption decl	ined (detail)						
Additio	nal time /	informatio	ou regu	vired (detail)							
MPA C	hief Exec	uțive sign	ature		Ē	·					
	ail approv					Арргоу	al date				
3D	Contrac	t varialio	n clas	sification							
All exp	enditure a	ssocialec	with a	variation or ex	dension mus	t be class	ified using	at least o	e of the following		
Туре		<u>, () () () () () () () () () () () () () </u>			ion <sup>l</sup> of variati	ons	• • • • • • • • • • • • • • • • • • • •		Value	Comment [PE27]: Forn a variation or extension ma	
A []	the cont	ation that ract's du ntation (fo	ration,	PS will take up that are refer 1)	extra goods enced within	s or servic the orlgi	es, or an nal tender	extension or contra	to .ct	contain expendituria which relates to one or more definition. The total £ life w associated with each defin must be recorded. Please	alue Ition
В	referenci	ed in the	origina	s or services of al lender or cor he same as pre	tract docum	entation.	However	the goods		your "Guide to completing DP1049 form" for further d	a
с П	Ordering	new diffe	ering g	oods and servic	es against t	ne original	contract (	new) wher	e:		
	i)	reasons	3	services canno			•				
	ij)	Failure supplie	to ord to del	ler from the silver the origina	ame supplie I contract	r will dan	hage the a	ability of t	he		
In the and de	event that tails of the	t addition a justifica	ai expe tion for	enditure is to b the use of that	e awarded t reason mus	o    t t be recor	he reason ded below	under wh	ich it is being awarded	Comment [PE28]: Inser name of supplier here	t }
Reaso	η				·		<u></u>		,	-	
Justific	ation	I L			• • • • • • • • • • • • • • • • • • • •					Comment [PE29]: A	ofa
Conlin	nation tha	t lhe add	ition of	this variation to	o MPS Contr	act Ref N	<b>.</b> I	allowable	under EU regulations.	category must be added h	
MPS P	rocureme	nt Approv	val	U Variation	agreed		🗋 Varia	tion declir	ed		
Reaso	n for decli	ne									
Additio	nal time /	linformati	on requ	ulred (detail)						1	
Name							<u></u>				
Signati	ure			w 1. 176 same several a several re-					y		
Grade							Approval	date			

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·	RESTRICTED (	CONTRACTS				
MPA * 'rtation Approval	Variation agreed	Variation declined				
Adamonal time / Information required (detail)						
MPA Chief executive signature		Approval date				

Completed forms should be sent to either:

Comment [PE30]: A copy of an approval e-mail by the MPA Chief Executive is acceptable here

Procurement Services Corporate category team via Corporate Services Category Procurement team or by post via the address below or

Procurement Services ICT Category team via ICT Category Procurement Team or by post via the address below or

9

Procurement Services Operational Category team Via <u>Operational Services Category</u> <u>Procurement team</u> or by post via the address below

Procurement Services

Retention Period: 7 Years MP 549/09 **Exempt - Not for Publication** 



## Professional Standards Committee – 18 July 2011

## MISCONDUCT REFERRAL

# Report by Deputy Commissioner on behalf of the Commissioner

#### SUMMARY

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This report relates to the circumstances leading to the employment in the MPS of the daughter of Mr Neil Wallis, formerly of the News of the World, for consideration by the Professional Standards Committee.

## A. RECOMMENDATIONS - That

1. Members are invited to consider the circumstances described in this report.

#### **B. SUPPORTING INFORMATION**

- On 26 January 2009, Neil Wallis the Executive Editor of the News of the World sent an e-mail with his daughter Ms Amy Wallis's CV attached to Assistant Commissioner John Yates.
- 2. On 29 January 2009 AC Yates sent the CV to Mr Tiplady with the following text:

Bit of advice plse - the attached CV belongs to the daughter of Neil Wallis, the Dep Editor of the News of the World. You probably know that Neil has been a great friend (and occasional critic) of the Met in past years and has recently been a close advisor to Paul on stuff/tactics in respect of the new Commissionership.

Amy is looking for a change of direction and something steady - a bit along the lines of the work that my son Michael did recently - although she looks eminently qualified to do something more demanding. I have met her on several occasions and although would not claim to know her well she is clearly bright, very personable and present well.

Clearly there is a vetting issue which would prob have to go through the normal channels unless you advise me otherwise.

Be really grateful for an early response so I can manage the expectations with both Neil and Amy. '

- 3. A series of emails between other members of staff continues until 25th March 2009. According to MetHR Ms Wallis was given vetting clearance on 8 May 2009 and starts employment with the MPS on 1 June 2009 in HR1 - Strategy. This appears to be as a Band E on a Fixed Term Appointment (FTA). On 13 July 2009 she transferred to CO15 Traffic, apparently on a permanent contract.
- 4. On 15 July 2011 Ms Wallis declared her connection to Neil Wallis in line with the Declarable Association Policy.
- 5. The context for this referral is the ongoing high level of public interest in the relationship between News International and the MPS in general arising from issues connected with Operation Weeting the investigation into 'phone hacking', and Mr Wallis and senior members of the MPS in particular.

# C. OTHER ORGANISATIONAL & COMMUNITY IMPLICATIONS

## Equality and Diversity Impact

1. MPS policies for the recruitment and posting of staff are designed to ensure fairness and equality of opportunity. It is important that the MPS adheres to the policies it sets in this respect and that the clearest example is set at the senior level in order to retain the confidence of staff.

# **Consideration of Met Forward**

2. There are no implications for the delivery of Met Forward.

## **Financial Implications**

3. There are no financial implications.

## Legal Implications

4. A conduct matter is defined in s.12(2) Police Reform Act 2002 as any matter which is not and has not been the subject of a complaint but in the case of which there is an indication that a person serving with the police may have: -

(a) committed a criminal offence; or

(b) behaved in a manner which would justify the bringing of disciplinary proceedings. The appropriate authority in relation to any matter relating to the conduct of a senior officer is the MPA.

The Commissioner is responsible for matters of conduct relating to senior police staff.

## **Environmental Implications**

5. There are no environmental implications.

# Risk (including Health and Safety) Implications

6. The relationship between News International and the MPS has been the subject of significant media interest and comment detrimental to the reputation of the MPS. It is therefore necessary that full consideration is given to whether any conduct issues have arisen and, if so, they are addressed in accordance with the statutory framework.

Report author: DAC Mark Simmons

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Background papers: None

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Page 1 of 3

#### **Gilmartin Mark - TPHQ ACPO**

From:	Kemp Alex - HR1
Sent:	11 March 2009 12:38
To:	Sendall Jo
Subject:	RE: Amy Wallis CV January 09
Sensitivity:	Confidential

 Tracking:
 Recipient Delivery
 Read

 Sendal Jo
 Delivered: 11/03/2009 12:38
 Read: 11/03/2009 13:13

Jo

Have spoken to TBW - he is calling Amy to discuss her skills etc to see if we can accommodate.

I have asked Tim to come back to me and will let you know.

Alex

**N**.....

Alex Kemp | People Transition Workstream Lead | Transforming HR Programme | HR Directorate

External: Mail:

To read more about the Transforming HR Programme click here <u><http://intranet.aware.mps/HR/HR/Transforming\_HR/index.htm></u> METSEC CODE: RESTRICTED

A Please don't print this smail unless you really need to

-----Original Message-----From: Sendall Jo - HR1 On Behalf Of Madge Paul M - HR5 Sent: 11 March 2009 11:08 To: Kemp Alex - HR1 Subject: RE: Amy Wallis CV January 09 Sensitivity: Confidential

Alex

Can I ask that you deal with this email on Paul's behalf while he is on annual leave and update me with any progress?

Kind Regards

Jo

Jo Sendall | Staff Officer to the Director of HR Operations | HR1 (8)|

Telepi	none -E	₽Fax:
Mail:		
E-mai		

METSEC CODE-RESTRICTED

الاستاد فاشتقده هذا بالارابي المرافعة السعقيروار الاراب المارا الارار

Page 2 of 3

----Original Message----From: Bamforth-White Tim P - HR1 Sent: 11 March 2009 08:27 To: Madge Paul M - HR5; Kemp Alex - HR1 Subject: Amy Wallis CV January 09 Importance: High Sensitivity: Confidential

Paul/Alex,

· · · • · · · · · · · • السوادة ، فاقت المتعلمات الأسوادة ، الم الات الاترا

discussed this with Martin. Timing is not ideal perhaps in light of other issues that have been raised recently at SMT that you Paul especially will be sensitive to and also the ongoing debate about FTA's, Adam Triggs et al, but all the same Martin is very keen for us to accommodate Amy, particularly in light of her father's position/relationship! He did mention a vacancy in THR Comms (?).

Do either of you have any ideas/suggestions on an obvious way forward that you can facilitate on MT's behalf asap please?

Warm Regards

Tim Bamforth-White | Senior Staff Officer to the Director of Human Resources | HR1 Metropolitan Police Service

MetPhone 6	
Email	•
Address	

-----Original Message-----From: Yates John - SCD12 Sent: 29 January 2009 15:08 To: Tiplady Martin - HR1 Cc: Boorman Karen - SCD12 Subject: Re : Amy Wallis CV January 09 Importance: High

#### Martin

Bit of advice plse - the attached CV belongs to the daughter of Neil Wallis, the Dep Editor of the News of the World. You probably know that Neil has been a great friend (and occasional critic) of the Met in past years and has recently been a close advisor to Paul on stuff/tactics in respect of the new Commissionership.

Amy is looking for a change of direction and something steady - a bit along the lines of the work that my son Michael did recently - although she looks eminently qualified to do something more demanding. I have met her on several occasions and altho would not claim to know her well she is clearly bright, very personable and presents well.

Clearly there is a vetting issue which would prob have to go through the normal channels unless you advise me otherwise.

Be really, grateful for an early response so I can manage expectations with both Neil and Amy.

Thanks

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Page 3 of 3

-----Original Message-----From: Wallis, Neil [r Sent: 27 January 2009 12:11 To: Yates John - SCD12 Subject: FW: Amy Wallis CV January 09

Johnny, as discussed

Neil \	Nallis
Exec	utive Editor
Tel: {	
Fax:	

From:

Sent: 26 January 2009 22:34 To: Wallis, Neil Subject: Amy Wallis CV January 09

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# **Martin Mark - TPHQ ACPO**

From: Sent: To: Cc: Subject:

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Kemp Alex - HR1 13 March 2009 16:25 Edelstein Michael - HR PeoplePart Bamforth-White Tim P - HR-Strat. Ctr. CV

Attachments:

Amy Wallis CV January 09.doc



Amy Wallis CV January 09.doc (...

#### Michael

lease find attached the CV of Amy Wallis.

We need to provide Amy with a FTA for at least 6 months.

ESB would be an ideal location, so maybe she can join the service continuity team as she wishes to have an admin role.

We obviously need to ensure vetting takes place.

Please can we discuss.

Thanks

Alex

Alex Kemp | People Transition Workstream Lead | Transforming HR Programme | HR Directorate

External	
Mail:	

To read more about the Transforming HR Programme click here <<u>http://intranet.aware.mps/HR/HR/Transforming\_HR/index.htm></u> ETSEC CODE: RESTRICTED

A Please don't print this email unless you really need to

Tracking:

Recipient
Edelstein Michael - HR PeoplePart
Bamforth-White TIm P - HR-Strat. Ctr.

Delivery Delivered: 13/03/2009 16:25 Delivered: 13/03/2009 16:25 Read: 15/03/2009 08:56 Read: 13/03/2009 16:27

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# **Amy Wallis**

#### Profile

As a proactive, diligent and conscientious individual, I aim to work to the optimum of my abilities in all that I do. I am a confident, positive and personable individual; I relish a challenge and am always keen to progress. I approach tasks with an organisational and methodical outlook. I have excellent written, communication, and people skills. I am a reliable, loyal and outgoing person who is equally as comfortable working alone or as part of a team.

#### Key Skills

Excellent communication, organisation and people skills. Good working knowledge of all general computer programmes including Word, Excel and Powerpoint.

<u>Education</u> 2004 <b>-200</b> 7	

# Work History Neil Reading PR

Lifestyle Division Assistant. March 2008 - Present

- Role as Lifestyle Division Assistant for busy West End PR agency with both administrative and public relations duties.
- Daily welcoming of clients and visitors to the office in a friendly but professional and efficient manner. Answering of all office calls and directing them to the appropriate person. Message taking where necessary.
- Management of relevant office systems, files and paperwork.
- Frequent typing up of correspondence, meeting minutes and client reports.
- Diary management for colleagues as well as the Managing Director including travel arrangements, meetings, lunches, dinners, cars and couriers.
- Research of relevant publications and applicable contacts for particular press campaigns.
- Achieved press coverage through building good relationships with journalists after regular telephone and email communication and face-to-face meetings.
- Regular organisation and management of press events. Attendance at photo shoots and TV filming on behalf of the client.

**Rare Communications** 

## Junior Account Executive. October 2007 – March 2008

- Role as Junior Account Executive in a PR agency specialising in kids, youth and entertainment PR and brand licensing.
- All office organisation and administrative tasks. Diary management for all colleagues.
- Daily media monitoring. Chasing of all outstanding coverage secured and subsequent circulation of coverage to clients.
- Key role in campaign brainstorming sessions and undertake key research.
- Provide weekly media update of any relevant alterations to the industry.
- Updating and managing of company contacts database as well as individual campaign media lists both consumer and trade.
- Regularly complete campaign sell-ins and subsequent liaisons with all relevant journalists.
- Production and distribution of press releases and press mailers for both trade and consumer press.
- Compilation and distribution of press cutting packs and client reports.

## Neil Reading PR

· ...

# Work experience position. July 2006 - September 2006

- Temporary work experience position in a busy West End PR agency specialising in entertainment, music and lifestyle.
- Assisted account manager on tailoring a press campaign to the client's wants and needs, also with preparing press releases. Researched appropriate media.
- Worked with account manager in creating a media directory.
- Liaised directly with colleagues, clients, press and general public.
- Performed office duties including telephone calls and messages; posting out press releases and merchandise to the media; booked appointments for colleagues.

#### Baby GAP

#### Supervisor. Chiswick and Walton-on-Thames. November 2004 – October 2007

- My role as supervisor incorporated that of the sales associate with numerous added responsibilities, namely, responsibility for store and staff.
- Relied upon to educate, train and develop others and to share knowledge confidently to staff and customers. I actively communicate with all levels of the store team.
- Consistently demonstrated high personal productivity and achieved set goals.
- Demonstrated a clear understanding of the key drivers of the stores business.
- I exercised good judgement when dealing with difficult customer or staff issues or concerns.
- I worked as a team player with all managers and co-workers and lead by example. I was punctual and reliable

#### <u>Interests</u>

I am friendly, outgoing and sociable individual who thrives in social situations and when meeting new people. I enjoy eating out with family and friends. I also have a passion for visiting different countries which was only encouraged whilst travelling for six months during my gap year.

References available upon request.

#### Gilmartin Mark - TPHQ ACPO

From:	Kemp Alex - HR1
Sent:	25 March 2009 13:04
To:	Sendall Jo

Subject: RE:

 Tracking:
 Recipient Delivery
 Read

 Sendall Jo
 Delivered: 25/03/2009 13:04
 Read: 25/03/2009 13:23

Hi Jo

Amy has been spoken to and the paperwork re vetting etc has been sent to her.

As soon as she returns these, we can progress.

Thanks

Alex

Alex Kemp | People Transition Workstream Lead | Transforming HR Programme | HR Directorate

External	
Mail:	

To read more about the Transforming HR Programme click here <a href="http://intranet.aware.mos/HR/HR/Transforming">http://intranet.aware.mos/HR/HR/Transforming</a> HR/index.htm>

A Please don't print this email unless you really need to

-----Original Message-----From: Sendall Jo - HR1 Sent: 25 March 2009 12:27 To: Kemp Alex - HR1 Subject:

Hi Alex

Is there any update on the Amy Wallis CV and where we are with that?

Thanks

Jo

Jo Sendall | Staff Officer to the Director of HR Operations | HR1 (8)|

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Telephone -Internal

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15/07/2011

Page 2 of 2

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# **Gilmartin Mark - TPHQ ACPO**

From: Kemp Alex - HR1 Sent: 25 March 2009 13:49 To: Sendall Jo Subject: RE:

Tracking: Recipient Delivery Read Sendali Jo Delivered: 25/03/2009 13:49 Read: 25/03/2009 13:52

Hopefully she can be used to support an HR unit based in this building - Traffic maybe.

Alex Kemp | People Transition Workstream Lead | Transforming HR Programme | HR Directorate

Extern	al:
Maile	

To read more about the Transforming HR Programme click here <a href="http://intranet.aware.mps/HR/HR/Transforming\_HR/index.htm">http://intranet.aware.mps/HR/HR/Transforming\_HR/index.htm</a> METSEC CODE: RESTRICTED

A Please don't print this email unless you really need to

---Original Message-----From: Sendall Jo - HR1 Sent: 25 March 2009 13:24 To: Kemp Alex - HR1 Subject: RE:

Hi Alex

Thanks for this, I meant to ask if you know what role she is being lined up for, in case Paul asks?

Thanks Jo

. Jo Sendall | Staff Officer to the Director of HR Operations | HR1 (8)]

Telephone -External: (	Telephone - Internal:	∃Fax:
Mail:		
E-mail		

METSEC CODE-RESTRICTED

-----Original Message-----From: Kemp Alex - HR1 Sent: 25 March 2009 13:04 To: Sendall Jo - HR1 Subject: RE:

Hi Jo

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97 F	ease don't print this email unless you really need to
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	oL
	Jo Sendall   Staff Officer to the Director of HR Operations   HR1 (8)
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15/07/2011

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# Gh...artin Mark - TPHQ ACPO

| From:    |
|----------|
| Sent:    |
| To:      |
| Subject: |

Kemp Alex - HR-BP Team 15 July 2011 15:30 Gilmartin Mark - TPHQ ACPO Confidential: To be opened by addressee only

Attachments: HR Unit Staff Ratio - MASTER DRAFT 24.09.08.xis; FTA

#### IN CONFIDENCE:

#### Mark

Members within my team at the time managed the agency and Fixed Term Appointments, so I'm unable to find all of the detail.

#### Background

As part of the Transforming HR Programme, the introduction of a centralised HR service, meant that a significant reduction in headcount could be achieved to secure savings and efficiencies for the MPS.

To support the reduction in headcount, a great deal of effort was placed on vacancy management and monitoring service continuity concerns/impact when individuals who did not wish to be part of the new HR structure, transferred to alternative roles or left the MPS. A menu of options were developed at the time, and it was agreed that if required to continue business as usual until go-live, agency and fixed term appointment (FTA) staff would be used.

#### Adverts

I recall a number of external adverts for FTAs, but am unable to determine exactly when these were published, although they were placed on the met careers website.

Interviews were held for these appointments and vetting followed for those who were successful. I'm unable to state unless I ask an ex member of my team (Michael Edelstein within the email trail) whether Amy Wallis had an interview, but she was vetted. I do not believe she completed an application form, which others did, as her CV was sent in.

Due to the delays in introducing HR PeopleServices, there was a requirement in a number of cases to give new FTAs to individuals to ensure they were retained until implementation. Due to the delays, a number of FTAs secured 'permanent' posts in the MPS as they were eligible to apply under the FTA arrangements. I believe this is how Amy Wallis secured a Resources role within CO15.

1.1

Please find the following attachments:

A summary table where resources were monitored within local HR Units in terms of perm, agency and FTA (24.09.2008) - shows the need -



HR Unit Staff Ratio - MASTER D...

Email to Paul Madge, Director of HR Operations at the time, detailing the number of FTAs in February 2009 -



<sup>1</sup> do have emails in October 2009, when we were re-energising Adecco/Reed to secure further agency / FTA resources use to the ongoing delays to PeopleServices launch.

. hope this helps for now.

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Alex

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## G...nartin Mark - TPHQ ACPO

anne and there have be address a description of the state of the

From: Sent: To: Subject: Kemp Alex - HR1 27 February 2009 12:06 Madge Paul M - HR5 FTA

Paul

Please find a draft for MT regarding the FTA issue. I'm trying to do MT speak, but have failed I think -

There are currently 63 Fixed Term Appointment (FTA) staff within HR. The majority responded to adverts where it specified that the appointment was to support service continuity during an HR change programme within the MPS.

The current Band D and E selection process is due to be completed by mid April when we will have firm names and numbers of how many individuals may be in the at risk pool for redeployment or early exit and where potential vacancies emain. FTA staff are not considered as part of this process, due to the reductions required in headcount at D and E. They are however, able to apply for roles within the MPS (and some have been successful), albeit the majority have been retained within HR to support service continuity.

The FTA pool will be the focus of selection for vacancies as they offer a fast track in, due to being security cleared already. Feedback form HRMs and Unit Heads has been positive with a number of Individuals demonstrating the right skills, attitude and potential with a number being graduates.

For those FTAs who have been highlighted as being the right calibre (such as \_\_\_\_\_\_, we can offer a new FTA to retain their skills, and vacancies may arise from the current selection process or between now and go-live, which will present opportunities for Adam and others to apply for. As you're aware we also need to be mindful of the current exercise to manage budgets considering temps and FTAs in the first instance.

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Tracking:

Recipient Madge Paul M - HR5 Delivery Delivered: 27/02/2009 12:06

## martin Mark - TPHQ ACPO

From: Sent: To: Subject: Kemp Alex - HR1 27 February 2009 12:06 Madge Paul M - HR5 FTA

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Tracking:

Recipient Madge Paul M - HR5 Delivery Delivered: 27/02/2009 12:06