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# **Exempt - Not for Publication**



# 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**

- 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 Wallis 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	s (		
Background pa	pers:		•	
Strategic Commi	unication Report - Ch	namy Media S	Sept 09 - Sept 1	10

#### - CONFIDENTIAL -

#### **MEMO**

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.

L	
Paul Stephenson Commissioner	
· uu · u	
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 advic	e to me, the DPA and the MPS more generally in our
management and handling med	ia 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 Chamy 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	£100	o 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 I October 2009 to meet half of the £12,000 anticipated annual costs of this support service. He agreed and the SO accountant subsequently arranged the transfer of £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 Fedorcio' -

Director of Public Affairs

24 May 2011

Page 1 of 2

# tel Minaxi

From:

Day Stephanie

Sent:

07 September 2010 15:24

To:

Patel Minaxi

Subject:

FW: Chamy Media Contract -

Follow Up Flag: Follow up

Flag Status:

Red

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.

TERMINATION

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	۸f	•
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. r⁻ ་་: Neil Wallis < Tu. redorcio 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 "phonehacking" 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

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

**Nell Wallis** 

Chamy Media Limited

Page 1 of 2

	oio Dick	
From:	Neil Wallis [	
Sent:	01 September 2010 19:49	
To:	Fedorcio Dick	
Cc:	Yates John - SOHQ	
Subject	t: Re: Contract	
Apprecia	was me going to suggest a ze te it. nfirm I'm content to renew on	( . ) JWy
×		

wrote:

Hi Neil

I hope you are well and refreshed after your hols... was Lefkas as good as I told you?

I see that our contract with you is due to end on September 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.

On 1 Sep 2010, at 16:39, < <u>Dick.Fedorcio@</u>

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
*****************
www.met.police.uk
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.

Page 1 of 1

	J.
	. 4
4	$\checkmark$

oper	Nigel
From:	Day Stephanie
Sent:	29 July 2010 10:42
To:	Cooper Nigel
Cc:	Patel Minaxi
Subject	RE: Chamy Media June and July Invoices
igel	
pproved	
lephanle	
Sen To: Sub Ster Plea	n: Cooper Nigel t: 26 July 2010 09:42 Day Stephanie ject: Chamy Media June and July Involces th se see attached for invoices for approval.
Nige	
Sen To:	n: Nell Wallis [mailto:  t: 25 July 2010 15:48 Cooper Nigel ject: Chamy Media June and July Invoices
Nig	el,
Plea	se see the attached Chamy Media invoices for June and July.
Reg Nei	ards
	Wallis
Cha	ny Media Limited

29/07/2010

	(K)
MON Royer	grande !

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			£350,00
PAYMENT NOW DUE + VAT VAT Reg No:	1		TOTAL DUE £2,350.00

Bank:	
Sort code	_
Account:	

	Nell Wa	ilis		
	INVOI	CE		
Date:	30-Jun-10			
Client: DICK FEDORCIO, C/O PAYMENTS SECTION, EXCHEQUER SERVICES,				
Invoice Reference:	011/MET			
item		Hour(s)	Unit Price	Total
Purchase Order Agreed Consulation Service 2010	es fee for June			£2000.00
VAT Total			•	£350,00
PAYMENT NOW I VAT Reg No:	DUE + VAT			TOTAL DUE £2,350.00
Please make cheques payable to "Chamy Media Ltd" or pay by BACS to:				
	Bank: Sort code: Account:			

Neil Wallis

	INVOICE	
Date:	28 <sup>th</sup> May, 2010	
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES,	
Invoice Reference:	009/MET	

item	Hour(s)	Unit Price	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	<b>):</b>	
Accounts		

	Neil Wallis	
	INVOICE	
Date:	31 <sup>st</sup> April, 2010	
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES.	
Invoice Reference:	008/MET	

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

Bank:		
Sort code	2:	
Account		

**Nell Wallis** 

	INVOICE	
Date:	31st March, 2010	
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES,	
Invoice Reference:	007/MET	

Item	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 £2,350.00

Bank: Sort code: Account:		
	HANNAH	BARDINIER.
	( )	30/08/10

	Neil Wallis
	INVOICE
Date:	30 <sup>th</sup> January, 2 <b>0</b> 10
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES.
Invoice Reference:	005/MET

Item	Hour(s)	Unit Price I.e 1 hour	Total
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 GARDINEC
	30/03/10

	СНА	MY M	edia	#	tulliqued b
•		eil Wallis		1tvm Nss	JUAH EXROCU ISTANT DIRECT
	IN	VOICI	<b>E</b> .		
Date: Client:	DICK F C/O PA		:		
Involce Reference:	004/ME	<b>:T</b> '			
tem		Hour(s)	Unit Price Le 1 hour	Total	
	1				

ltem .	Hour(s)	Unit Price I.e 1 hour	Total
Purchase Order Consultation services for December 2009 – Agreed fee			£2,000,00
VAT			£300.00
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2,300.00

Bank:	
Sort code	):
Account	

			Athan	sed.
	CHAMY	Media		
	Neil Wa	ıllis		HOMEDINER
	INVO	ICE	1	01)
Date:	30 <sup>th</sup> Novemb			
Client:	DICK FEDO C/O PAYME EXCHEQU	RCIO, DPA INT SECTION, ER SERVICES,		···· · · · · · · · · · · · · · · · · ·
Invoice Reference:	003/MET			
item	Ho	our(s) Unit Prica	Total	
Purchase Order  Consultation services for Novem Agreed fee	noer 2009 –		£2,000.00	

Item	Hour(s)	Unit Prica Le 1 hour	Total
Purchase Order			£2,000.00
Purchase Crost  Consultation services for November 2009 –  Agreed fee			
VAT·			£300.00
AU)			
PAYMENT NOW DUE + VAT VAT Reg No:			TOTAL DUE £2300.00

Bank:		
Sort code: Account:	• •	
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		authoused for payment
	CHAMY Media	
	Neil Wallis	
		CRU
·	INVOICE	
Date:	30 <sup>th</sup> October, 2009	
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, EXCHEQUER SERVICES,	
Invoice Reference:	002/MET	J

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			TOTAL DUE
			£2,000.00

Bank:	
Sort cod	
Account	

COPY

# **CHAMY Media**

Neil Wallis

	INVOICE
Date:	30 <sup>th</sup> September, 2009
Client:	DICK FEDORCIO, DPA C/O PAYMENT SECTION, _EXCHEQUER SERVICES
Invoice Reference:	001/MET

Item	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

Coope	or Nigel
From: Sent: To:	Day Stephanie 17 June 2010 11:30 Cooper Nigel
	t: RE: Chamy Media - resubmitted April, May invoices with new PO numbers
Approved	•
Stephanie	
Se To	om: Cooper Nigel nt: 16 June 2010 08:50 : Day Stephanie bject: Chamy Media - resubmitted April, May Invoices with new PO numbers
	eph y update on the approval for this?
Nig	gel
Se To	om: Neil Wallis [mailto; nt: 15 June 2010 20:17 : Cooper Nigel bject: Fwd: Chamy Media - resubmitted April, May Invoices with new PO numbers
Hi	Nigel
Ih	ad forgotten you like the invoices to be in pdf format - here you go.
Th Ne	anks eil
	il Wallis il Wallis Media Limited



Contract limit L£50k for total value.

6 month extension we should aim to get a reduction on the monthly fee

· maximum is another

# PURCH E ORDER NUMBER: 5520244080



Working together for a safer Londen

Date: 14.04.2010

01	N/A  Strategic media advice Service is Provide strate and speech writing and  DPA contact Minaxi Pa  GL code: 5752 Cost ce	other specialist media	services	irs, Media Relations
01	Strategic media advice Service is Provide strate and speech writing and DPA contact Minaxi Par	other specialist media	services	irs, Media Relations
01	Strategic media advice Service is Provide strate and speech writing and DPA contact Minaxi Par	other specialist media	services	irs, Media Relations
01	Strategic media advice Service is Provide strate			irs, Media Relations
01	N/A			
	NT/A	` 6 eac	2,000.00	12,000.00
tem	Your Mat. Ref. Description	Quantity Uni	: Price per unit	Net value (GBP)
The apply and	e provide the following go Metropolitan Police Author to this order. Should you conditions shall apply. For .met.police.uk/foi/pdfs/oth	rity (MPA) standard to a have a specified con MPA standard terms	rms and conditions tract with MPS the and conditions see	for Goods and Services specified contract terms
			VAT Registra	tion No.
	vendor reference with us act: Nigel Cooper	is	The Payment Exchequer Ser	
			Please invoice	
	v Media Ltd		Delivery Addre Directorate of	Public Affairs

Pr 'al Minaxi - I	DPA
Fru: Sent: To: Subject:	Patel Minaxi - DPA 13 April 2010 17:15 Cooper Nigel - DPA PO please
Hi Nigel	
Can you please rai	se a PO for £12,000 in favour of Charny Media. Cost centre DA100. GL code should be the publicity
Chamy Media will p specialist media se	provide strategic media advice to the DPA on Public Affairs, Media Relations, speech writing and other process. The above cost of £12,000 is based on $£2000 \times 6$ months.
The above has bee	en approved by Director, DPA.
Any queries please	e let me know.
Cheers	
Max Minaxi Patel Head of Publicity	
Directorate of Pul	plic Affairs .
www.met.police.u	<u>uk</u>

#### Dr Stephanie - DPA

Fro..:

Sent:

To:

Fedorcio Dick - DPA

12 October 2009 10:43 Day Stephanie - DPA

FW: Chamy Media contract

Stephanie

Subject:

Please discuss

Dick

From: Sent:

Thomas Eva A - 50HO

To:

08 October 2009 14:09 Picot Jackie - 50HQ

Sweeting Brian - SOHQ; Yates John - SOHQ; Fedorcio Dick - DPA

Subject:

RE: Chamy Media contract

Jackie,

>- 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: Sent:

Picot Jackie - SOHQ

To: Subject:

07 October 2009 16:48 Thomas Eva A - SOHQ 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,

Many thanks

Jackie Picot Finance Manager, SOHQ

🖀 Phone:

T Metphone:

Fax:

E-mail:

From: Sent:

Sweeting Brian - SOHQ

To: Cc:

Subject:

02 October 2009 14:44 Picot Jackie - SOHQ Yates John - SOHQ; OSullivan Stephanie J.F - SOHQ

FW: Chamy Media contract

Jackie,

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

Regards

Brian

1

Richard Arscott

rian Sweeting
virector 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,

JΥ

From: Sent: Fedorcio Dick - DPA

Sent: To: 01 October 2009 10:48 Yates John - SOHQ

Cc: Subject: Day Stephanie - DPA 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 - ie £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 Dureau.

6 email

Heren Joses.

6 6 1/2 mins

to charge dates

\$ mins.

29 Mon.

Anti-Knife crime nonkshop a miniman.

18

52

Afghan Youth conf.

rescarcinp / test creatine to what testing who testing with

Mediacon

Billus

Email Duncon re

beus group,

G

Patel Minaxi - DPA
--------------------

i um:

Corner Alan J - DoR (ProcServ)

Sent:

07 October 2009 13:20

To:

'neil@

Cc:

Day Stephanie - DPA; Gardiner Hannah - DPA; Patel Minaxl - 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

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

Thanks for your understanding

Alan



thamyorder.doc (130 KB)

Alan Corner

Category Consultant

Metropolitan Police Service

Procurement Services, 8th Floor - West

Dáto: Pago 1	05.10.2009 /1				
Cham	y Modia I.id		l'o	ibery Addre be advised XXXXXXX	by Stephon Cliffon
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# Fr .io Dick

From: Sent: Fedorcio Dick - DPA 01 October 2009 10:48

To: Cc: Yates John - SOHQ 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 - ie £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

#### RESTRICTED CONTRACTS

#### AGREEMENT NO SS3/09/DF1

THIS AGREEMENT is made this day 28 September 2009 by and between the Metropolifan Police Authority (hereinafter known as the "Authority") and, Charry Media Ltd

(hereinafter known as "the Contractor").

#### WHEREAS

- In consideration of the payments to be made under Schedule 2 the parties hereto mutually agree as follows.
- The Authority desires to engage the services of the Contractor to perform the services as detailed at Schedule 1 and the Contractor agrees to perform such services on such basis stated in the Contract. Such services are hereinafter called "the Service" and Schedule 1 is incorporated and made part of this Contract.

### MOW THEREFORE IT IS AGREED AND DECLARED AS FOLLOWS:

 During the term of this Contract, the Contractor shall provide the Service to the Authority for the period stated.

#### 4. TERM OF THE AGREEMENT .

Without prejudice to any of the rights or remedies otherwise available this Contract shall commence on 1 October 2009 and shall terminate on 31 March 2010. If there is a requirement for the Service beyond the term of this Contract consideration may be given to extending the Contract for a further period of up to six months. Any such extension will be subject to the satisfactory delivery of the Service during the life of the Contract.

5. VARIATION OF THE SERVICES

- 5.1 The Authority reserves the right on giving reasonable written notice from time to time to require changes to the Service (whether by way of the omission of Services, the addition of new Services, or increasing or decreasing the Services or the locations where they are to be provided or otherwise) for any reason. Such a change is hereinafter celled "a variation".
- 5.2 In the event of a variation the price to be paid under the Contract may also be varied. Such variation in the price shall be calculated by the Authority and agreed with the Contractor and shall be such amount as properly and fairly reflects the nature and extent of the variation in all the prevailing circumstances.
- 5.3 The Contractor shall provide such information as may reasonably be required to enable such varied price to be calculated.
- 6. SUB-CONTRACTING, ASSIGNMENT OR TRANSFER OF CONTRACT
- 6.1 The Contractor shall not give, bargain, sell, assign, sub-contract, or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract.
- 6.2 The Authority shall be entitled to:
  - a. assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to any Contracting Authority, including, without limitation, any body to which the powers and duties (or any of them) of the Authority may be transferred (whether by Act of Perliament or otherwise); or

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#### RESTRICTED CONTRACTS

- b. assign, novate 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 shall consent to such assignment, novation or disposal and agrees to enter into any reasonable arrangements to put the assignment, novation or arrangement into effect.
- 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 Yakus Added Tax. No varietion to the Contract Price will be allowed. If the Authority seeks to vary the Services to be provided or 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 Authority will not make any deductions under schedule 2 nor will make any National insurance contributions under this contract.

### 8. CONFIDENTIAL INFORMATION

- 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 thereof).
- 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 late the possession of the Contractor or any
- employee as a result of or in connection with the Contract, and to take all necessary precautions to 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.

#### 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 eiter 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 fells 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 eitherwise 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;
  - 19.3.4 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 IdPA 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 duties 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 Authority.

#### 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 agents, 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 reimburse 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.

#### RESTRICTED CONTRACTS

#### 16. DEFAULT

In the event of the Contractor falling to carry out any work in accordance with these Conditions the Terms of Reference and the Schedule, 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 servents and agents from the premises;
- to 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 parties 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 Contractor 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 Authority 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.

#### 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 fiability 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 indemnities or compensation obligations under these Conditions in the sum of not less than EIM for any one occurrence, the number of occurrences being untimited, but E5M 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 Ga	anfiner	
Tel No:		1

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 Chamv Media Ltd

	RESTRICTED CONT	RACTS
	EMPLOYEES QUALIFICATIONS TO PROVIDE TH	ESERVICE
24.1	The Contractor shall provide the Authority 's represe. Authority to be satisfied as to his suitability to deliver	
25.	ENTIRETY OF CONTRACT	
	This Contract, including the Schedules attached here parties hereto with respect to the subject matter here	
26_	LAW	
	This Contract is subject to English Law.	
27.	EXECUTION	
	IN WITNESS WHEREOF the parties hereto have ex date first above written.	ecuted and delivered this Contract as of the
	For and on behalf of the Contractor	For and on behalf of the Author
	Company name CHAMY MOIA	
	Address	
	Signature	
	Full name NEIL WALLS	
	Title MR	
	Date 1/10/09	

Page 1 of 2 Re: Consu mcy Advice Fedorcio Dick From: Neil Wallis in Sent: 28 September 2009 12:05 To: Fedorcio 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, Nell. 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 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 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

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

this would cost, on a daily rate basis.?

23/06/2010

Re: Consu acy Advice

Page 2 of 2

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.

1 Consultant Advice

Page 1 of 2



Fedorcio I	Dick
From:	Peter Bingle
Sent:	25 September 2009 12:04
To:	Fedorcio Dick - DPA
Cc:	Joe Phelan
Subject:	RE: Consultancy Advice
Importance	: High
Sensitivity:	Confidential
Dick,	
	gest my colleague Joe Phelan with a daily rate of £ plus VAT. His skill set meets nents perfectly
loe's details a	are on our website: bppa.co.uk
l <b>o</b> e is keen t <b>o</b>	meet up with you.
Best wishes;	
Peter	
To: 'dick.fedor	ember 2009 11:57
Will come bac	k to you this afternoon

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.

Dick Fedorcio OBE Director of Public Affailrs Metropolitan Police Service  ***********************************					
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  ***********************************	Consultane,	Advice			Page 2 of 2
guickly 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  ***********************************			to give me an estimate	e of what you think this would	cost, on a
Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service  ***********************************	quickly to take	e on this external help at short	esses so I am keen to notice. As I said earlie	have a plan in place so that I er, this will be influenced by the	could move e recovery
Dick Fedorcio OBE Director of Public Affairs Metropolitan Police Service  ***********************************	Best wishe <b>s</b>				
Director of Public Affairs Metropolitan Police Service  ***********************************	Dick				
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.  ***********************************	Director of Pu	ublic Affairs			
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.  ***********************************			********	*********	
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CONFIDENTIALITY NOTICE AND LEGAL LIABILITY WAIVER: The content of this email and any attachments are CONFIDENTIAL and may contain privileged information. If you are not the addressee it may be UNLAWFUL for you to read, copy, distribute, disclose or otherwise use the information contained herein. The content of the message and or attachments may not reflect the view and opinions of the originating company or any party it is representing.  If you are NOT the intended recipient then please email back to itsupport@chime.plc.uk	* This Email	I message has been scanne	for viruses and con	tents.	
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	If you are NOT th	he intended recipient then please em	ail back to itsupport@chime	.plc.uk	
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Consultant Advice

Page 1 of 2



#### Fedorcio Dick

From:

Charles Lewington

Sent:

24 September 2009 15:51

To:

Fedorcio Dick - DPA

\_

. . . . . . .

Cc:

Louise Cottington

Subject:

RE: Consultancy Advice

Attachments: 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



Hanover Communications International Ltd. Registered in England No. 3559699 Registered address: 83 Wimpole Street London W1G 9RQ

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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

23/06/2010

Consultane 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 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, 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

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



Par Minaxi - DPA	
From: Sent; To: Subject:	Corner Alan J - DoR (ProcServ) 18 September 2009 16:03 Patel Minaxi - DPA RE: 1049- URGENT
MetSec Code - NOT PRO	TECTED
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 quexperience of the delivering	ote would deliver Best value does not rely wholly on price but most importantly is effected by the g company.
In this case any challenge competitve piece of procur	from the market/press to the selected company can be truly answered that award followed a rement
Hope this helps	
Alan	
Alan Corner Category Consultant	
Metropolitan Police Servic Procurement Services,	<b>e</b>
Phone Fax; E-mail	

Patel Minaxi - DPA 18 September 2009 12:43 Comer Alan J - DoR (ProcServ) FW; 1049- URGENT High

From: Sent: To: Subject: Importance:

FYI

Grateful if you could push this through as matter of urgency

Thanks Max

Minaxi Patel SIO Publicity

**Directorate of Public Affairs** 

1

**New Scotland Yard Broadway** London SW1H 0BG

#### www.met.police.uk

From: Sent: To:

Patel Minaxi - DPA

18 September 2009 12:42 DoR Mailbox - 1049 Corp Procurement 1049- URGENT

Subject:

<< 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

Minaxi Patel SIO Publicity

**Directorate of Public Affairs** 

New Scotland Yard Broadway London SW1H 0BG

www.met.police.uk

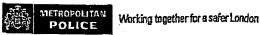


RESTRICTED CONTRACTS

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

http://intranet.aware.mps/Resources/Procurement Services/index.htm

# RESTRICTED CONTRACTS



To be completed by the sponsor

DoR Form 1049

RESOURCES DIRECTORATE

Section 1

Document Ref. No:

# Request for Formal Contract Action - All Values

1A Client contact point d	etails					
Name Ha	nnah Gardiner	<del></del>				
Branch / Business Area: Dire	ectorate of Public Affairs					
Creation Date 18.0	9,2009	Phone No.				
Email address han	nah.gardiner@				]	
Signature						
18 Description of require	ment				]	
	Communications support	service				
The Directorate of Public Affair The support service's areas of	s urgently require strategic	communications su	upport service to as:	sist in it's work.	1	
other specialist services that wo	ould be available on an adl	hoc service if requir	ed.			
The service is required from Se the requirement for the service faces: The consultancy will ass for this service will come joinly	continue to be a necessity st particularly with Special	and prove positive	in the chatlenges th	e Directorate		
The urgency for this service is to longer has the riecessary resou	rces and resilience. This is	sly Identified by the in part due to the s	DPA, but for which ickness of the Depu	the DPA no ity Director.		Comment [PE1]: Description
Attach the approved Statement If this relates to an existing conf	of Requirement if available ract, please specify the co	e. ntract number				should include characteristics of the Goods and/or Services required, timescales required, lintage to any corporate or departmental project
1C Businesa case			<b>814</b>		].	
If a new requirement and total relevant Investment Board apprtender.	costs are over £1m, confi oval of the business case	rm the date of the and permission to	Dafe:			Comment [PE2]: For datails regarding investment Board, please contact investment Board Secretarial or 60643
If a new requirement and total relevant MPA committee approtender	costs are over £5m, confi val of the business case	rm the date of the and permission to	Date:		in per	Comment [PE3]: For details regarding MPA Committees, please contact MPS Secretariat on 65017
Date procurement required	1	Length of contract	1	Months	المرام المرام إلا	Comment [PE4]: First delivery date for goods or services required

2

Comment [PE5]: Initial Contract length required

RESTRICTED CONTRACTS

Exter ion period Comment [PE6]: Maximum period ilial all extensions can add up to Number of possible extensions Months Comment [PE7]: Maximum number of extensions that may be given upto the maximum period of time Key requirement dates 1. 1\_ 3. 5. Expected completion date Comment [PES]: Significant dales in the delivery of the procuement which must be mal 10 Financial approval Estimated cost (ex VAT) for entire contract period, including, where applicable: original contract; previous variations and/or extensions; £24,000 current request for variation and/or extension In the case of a request for variation or extension to an existing contract, original value of the contract In the case of a request for variation or extension to an existing contract, value of the requested variation or extension The Intention would be to secure these services until the end of the financial year -31st March 2010 or up to a maximum of the value of this contract. These payments would be shared equally between DPA and SO, as the intention is Basis of cost estimate to assist particularly with SO strategic requirements. These costs are based on previous experience of services working in this area of expertise. Comment [PE9]: How the estimate has been and ved at; quote from suppliers, market research with a number of 5752 General Ledger code suppliers, extrapolation from previous projects? DA100 Costs relate to the following cost code Costs relate to the following project code OR Cost relate to a corporate project with funding drawn from a number of local budgets under the following cost code Cost relate to a corporate project with funding drawn from a number of local budgets under the following project code via the MPS Scheme of Delegation to These costs are reasonable and I have delegated authority at level give financial approval for this level and type of expenditure Name Dick Fedordo Signature Date 19.09.2009 Grade **DPA** Director

#### RESTRICTED CONTRACTS

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

To add a supplier click here

(F Request for legal exemption from a competitive tendering procurement (i.e. Single Tender A (STA)).	ction
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 urgehod /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	
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	Д.
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 absent the Deputy Director.	e of

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 the oppoint the transferor and therefore are in a position to appoint the modified against the DPA. We acknowledge of it's employees and therefore are in a position to provide immediate assistance to the DPA. We acknowledge that given time and experience other consultanices would be able to learn more about the organisation and the

Comment [PE10]: The MPS may highlight opportunities to organisations that it wishes to organisations that it wishes to have any OJEU notice drawn to their attention, or for tenders which are not subject to the publication of an OJEU notice, organisations the burdget holder wishes to include in the process, or , in the case of contracts using the Construction line approved simplify its organisations in he supplier list, organisations to be forwarded the lander.

Comment [PE11]: It is mandatory legal requirement that where the MPS does not that where the MPS does not competitively tender a reculiement, an appropriate exemption to EU Contract Regulations be recorded, For details on individual exemptions, please contact Procurement Services prior to completing this form

compeeing it is to it.

Comment [PE12]: This is classified as where there is insufficient time to carry an appropriate competitive procurement exercise before the goods or services are required. Failure to plan or allow appropriate time for all regulatory actions on a known requirement does not constitute a justifiable exemption for urgency urgency

Comment [PE13]: when the goods to be purchased or hirad under the contract are required by the contracting authority as a partial rentacement for, or in partial replacement for, or in addition to, existing goods or an installation 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 characterities which would goods having unierest recriment characteristics which would result in incompatibility between the existing goods or the installation and the goods to be purchased or bired under the purchases of three brace the contract or disproportionale lectuals difficulties in the operation and maintenance of the existing goods or the installation;

Comment [PE14]: The use of the security exemption must be supported by an attached e-mail or letter approved by an Assistant Commissioner grade or equivalent and above. For details regarding security exemptions, please contact Procurement Services prior to completing this form

Comment [PE15]: Including purchasing goods or services in a commodity market

1	RESTRICTED CONTRACTS				
post 's work and be in a post	ition to fulfil this need, however within the	current umescale:	s inis is not	Ì	
(					
<u> </u>					Comment [PE16]: Full detail must be given why the
Provide the supplier details relating	g to the proposed exemption if known:				examplion above is applicable in these circumstences
Supplier name	Chamy Media Limited	-1-1			Comment [PE17]: In the case of an exemption to tendering,
Supplier address					where a supplier has been identified, please till in contact details here
Supplier main contact name	Neil Wallis				
Supplier main contact phone num	Der				
1G Commodity Implication				·	
		المعاجنتين في دعائها	<u> </u>		
Is your requirement for one of the	following goods and services?	_•			
ICT Technology, hardware, softw	are or services (including consultancy)		☐ Yes [	No	
DOI consulted?			☐ Yas [	⊠ No	• •
Properly and building related goo architects and surveyors)	ds and services (including services such a	s designers,	☐ Yes [	⊠ No	
PSD Consulted			☐ Yes [	⊠ No	
insert the contact details of the te	am member consulted in the above relevan	nt Directorate:	•		
Name					
Title	Date consulted				
Please note Procurement Service criteria which does not reference	s will reject any DP1049 form for goods ar appropriate consultation and approval with	nd/or services class the appropriate (	ssilied in the at Directorate	oove	
Have you consulted with Procure	nent Services reference this requirement?	⊠ Yes □	No		
If 'Yes', who?		Alan Comer, E	3ob Markham		
1H) Health and Safety Impli	ations				
	Safety implications of the proposed contract	<b></b>			1
	, i para di manana para di manana di				Comment [PE18]: All budget
		*****			holders, completing a DP1049 form, must consult with Health and Safety regarding the implications for the goods or
Health and Safety Risk Managem	ent Team consulled?		☐ Yes ☐	⊠ No	services required if they are undure of the Hj & S Implications of the goods or
Insert the contact details of the te	am member consulted;		· · · · · · · · · · · · · · · · · · ·		services they are buying

MOD200012542

Name						
Title			Date consulted			
Detail the r	easons that the	Safety and H	ėaith <b>Risk</b> Manage	ement Team were not co	nsųliedi	
		<del></del>				
Section :	2 Conflic	t of Interes	st to be com	pleted by all signat	ories	ora usu <del>ess</del> á e asa conse
	of a Conflict of			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	01115	15
financial or	r otherwise that	they may ha	ive in this Procur	oust disclose to the MPA ement activity. An "intentificer, their relatives or i	rest" is broad	ly defined as an
other inhab	otants in the Me	tropolitan Dis	trict.			
An "interes signatory.	st" is any issue	ı inat-might-r	easonably be reg	parded as being an exp	oress or impli	ed benefit to the
l herebý co	nilm I have no	express / imp	olled interest, finar	ncial or otherwise, in this	procurement	activity.
Signed			Name	Dick Fedorcio	Date Facility	19.09.2009
Signed			Name	Hannah Gardiner	Date	18.09.2009
Signed		_	Name		Dale	
Signed			Ñame		Date	
I hereby co	nlinn I have ex	press / Implie	d interest, in this p	rocurement activity.		
Signed			Name.		Data 1	
Déscription	ı of interest					
Signed			Name		Date	
Description	ı of Interest					
Signed			Name		Qate	
Description	of interest				*	
Signed			Name		Date	
Dodadalia	of literal			<u> </u>	1	<del></del>

RESTRICTED CONTRACTS

[		RES	TRICTED	CON	TRAC	rs						
S n3 To be	compl	eted by Pro	ocuren	nent S	Servic	es						
3A Procurement rou	te, as a	greed with S	porisor						····		{	Comment [PE19]:
New requirement		]	Existing requirement								Procurement routs to be taken must be discussed, agreed with requestor and recorded	
EU tender (Restricted / Open)		Competil	Competitive tender			· 🗗 ·	Competitive	dialogue	<del> </del>   <del> </del>			Comment [PE20]: If selected, Procurement Services
Negotiation	E	Extensio	N (Section 30	musi be con	rpietad)		Variation (Sea	on 30 must be complete	•	,	\	representative must record whether either "R" for a restricted procurement route or "O" for an open procurement
Exemption (Single tender)	[	Call off c (Provide c contract)	ontract letails of		Defa	ls						route  Comment [PE21]: If selected; Procurement Services
Framework arrangèment	E	DSF		. <b>.</b>			nework is not u					representative must record whether either 'R' for a mestricted procurement route or 'O' for an open procurement route.
Details:		<u></u>		<u> </u>	<u> </u>			· · · · · · · · · · · · · · · · · · ·	-	1		Comment [PE22]: MPA permission must be sought to use this route
				·								Comment [PE23]: MPA permission must be sought to use this route
Catalist	[	Other	Other Details						Comment [PE24]: Call-off contract set-up by other Public Sector body such as Home Office, MOD etc.			
Approved by: Name Signature												Comment [PE25]: Name of fiamework (e.g. OGC XXXXXX chosen must be recorded in the box below
Grade				,		Date	) 				•	Comment [PE25]: DSF is Development Services
3B Finalised list of S	iupplie	s to be inclu	ided in F	iocui	ement	Exerc	ise					Framework – for further details contact ICT Procurement Services learn
	er detai						Reason for in	clusion				
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3C Exemption decis	on – M	PS Procuren	nent exe	mptic	napp	oval						(
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Exemption declined [	] \r	istification								1		

7

Additional time / information required (detail)

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<u> </u>	don agree			Exemption decl	ined (detail)					-	
Additio	nal time /	informatio	ou tedi	uired (detail)		<del></del>				_	
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Or Em	ail approv	al filed				Approva	al date				
All exp	<b>Go</b> nfrac enditure a	ssocialed	with a	slijcation	dension must	be classi	fied using	at least or	ie of the following		
Туре	4.			Classificat	ion of variatio	ns			Value £		Comment [PE27]: For note, a variation or extension may
A	the cont		ration,	PS will take up that are referen							contain expenditure which relates to one or more definition. The total £ life value associated with each definition must be recorded. Please see
В	reference	ering additional goods or services or committing to an extension that has not been enced in the original tender or contract documentation. However the goods or lices concerned are the same as previously supplied (more of the same)							your "Guide to completing a DP1049 form" for further detail		
C											
	i)	The go		services canno	ot be obtained	I from an	yone else	for technic	cal		
	ii)			ier from the sa liver the original		will dam	age the	ebility of t	he		
In the	event that tails of the	t addition a justifica	ai exp	enditure is to b	e awarded to reason must	be recor	he reasor ded below	under wh	ich it is being awarde	<u>d</u>	Comment [PE28]: Insert name of supplier here
Reaso	n										
Justific	ation	l <u>L</u>									Comment [PE29]: A rationale for the selection of a
Confin	nation tha	t the add	ition of	this variation to	o MPS Contra	ct Ref No	o, i	s allowable	under EU regulations	»	category must be added here
MPS F	rocureme	nt Appro	val	☐ Variation	agreed		☐ Varia	ition declin	ed		
Reaso	n for decli	ne									
Additio	nal time /	Informati	on req	uired (detaii)							
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MPA * * rlation Approval	☐ Variation	agreed	☐ Variation decline	ed				
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MPA Chief executive signature			Approval date			Comment [PE30]: A copy of		
an approval e-mail by the MF Completed forms should be sent to either: Chief Executive is acceptable						Chief Executive is acceptable		
	Procurement Services Corporate category team via <u>Corporate Services Category Procurement</u> 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								
Procurement Services Operational Category team Via Operational Services Category  Procurement team or by post via the address below								
Procurement Services	Procurement Services							
Retention Period: 7 Years								

#### **Exempt - Not for Publication**



## Professional Standards Committee - 18 July 2011

#### MISCONDUCT REFERRAL

# Report by Deputy Commissioner on behalf of the Commissioner

#### SUMMARY

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	

Background papers: None

Page 1 of 3

From:	Kemp Alex - HR1
Sent:	11 March 2009 12:38
To:	Sendall Jo
Subject: Sensitivity:	RE: Amy Wallis CV January 09 : Confidential
Tracking:	Recipient Delivery Read Sendall 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	
Alex Kemp   External:	People Transition Workstream Lead   Transforming HR Programme   HR Directorate
Mail:	
METSEC CODE:	ut the Transforming HR Programme click here <u><a href="http://intranet.aware.mps/HR/HR/Transforming">http://intranet.aware.mps/HR/HR/Transforming</a> HR/index.htm&gt; RESTRICTED  print this email unless you really need to</u>
	iginal Message
	Sendall Jo - HR1 <b>On Behalf Of</b> Madge Paul M - HR5 11 March 2009 11:08
	emp Alex - HR1
	ct: RE: Amy Wallis CV January 09 tivity: Confidential
Alex	•
	ask that you deal with this email on Paul's behalf while he is on annual leave and update me with ogress?
Kind F	degards
Jo	
	Jo Sendall   Staff Officer to the Director of HR Operations   HRI (8)
	Telephone -E
	Mail:
	E-mai

15/07/2011

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,

discussed this with Martin. Timling 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 (	
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 nomal channels unless you advise me otherwise.

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

Thanks

JY

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 Wallis
Executive Editor
Tel: (
Fax:
The experimental state of supplication and the supp
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:

Kemp Alex - HR1

Sent:

13 March 2009 16:25

To:

Edelstein Michael - HR PeoplePart

Cc:

Bamforth-White Tim P - HR-Strat. Ctr.

Subject:

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

Mail:

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

ETSEC CODE: RESTRICTED

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

Tracking:

Delivery

Read

Edelstein Michael - HR PeoplePart

Delivered: 13/03/2009 16:25

Read: 15/03/2009 08:56

Bamforth-White Tim P - HR-Strat.

Delivered: 13/03/2009 16:25

Read: 13/03/2009 16:27

1

	Amy Wallis	
<u>Profile</u>		
	diligent and conscientious individual, I aim to work to the all that I do. I am a confident, positive and personable	
relish a challe	nge and am always keen to progress. I approach tas	sks with an
people skills. I	am a reliable, loyal and outgoing person who is equally as or as part of a team.	
	nunication, organisation and people skills. knowledge of all general computer programmes including t.	Word, Excel
Education		
2004-2007		

#### 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.

Page 1 of 2

From:	Kemp Alex - HR1
Sent:	25 March 2009 13:04
To:	Sendall Jo
Subject:	
iracking	Recipient Delivery Read Sendall Jo Delivered: 25/03/2009 13:04 Read: 25/03/2009 13:23
<del>l</del> i Jo	·
Amy has be	en spoken to and the paperwork re vetting etc has been sent to her.
As soon as	she returns these, we can progress.
Thanks	
Alex	
	People Transition Workstream Lead   Transforming HR Programme   HR Directorate
Alex Kemp External: Mail:	People Transition Workstream Lead   Transforming HR Programme   HR Directorate
External: Mail: o read more a	bout 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>
External:  Mail:  Fo read more a  METSEC COD	
Mail: For read more a METSEC COD  A Please do  Fror  Sen: To:	bout the Transforming HR Programme click here <a href="http://intranet.aware.mos/HR/HR/Transforming HR/index.htm">http://intranet.aware.mos/HR/HR/Transforming HR/index.htm</a> E: RESTRICTED  of print this email unless you really need to  Original Message  or: Sendall Jo - HR1  t: 25 March 2009 12:27  Kemp Alex - HR1
External:  Mail:  For read more a METSEC COD  Price Please do  Fror Sent  To:  Sub	bout the Transforming HR Programme click here <a href="http://intranet.aware.mos/HR/HR/Transforming HR/index.htm">http://intranet.aware.mos/HR/HR/Transforming HR/index.htm</a> E: RESTRICTED In't print this email unless you really need to  Original Message—— In: Sendall Jo - HR1 It: 25 March 2009 12;27  Kemp Alex - HR1  ject:
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15/07/2011

Page 2 of 2

Gilmartin Mark - TPHQ ACPO	
From: Kemp Alex - HR1  Sent: 25 March 2009 13:49  To: Sendall Jo  Subject: RE:	
Tracking: Recipient Delivery Read  Sendall Jo Delivered: 25/03/2009 13:49 Read: 25/03/2009 13:52	
opefully she can be used to support an HR unit based in this building - Traffic maybe.	
lex Kemp   People Transition Workstream Lead   Transforming HR Programme   HR Director	orate
Mail: read more about the Transforming HR Programme click here <a href="http://intranet.aware.mps/HR/HR/Transforming">http://intranet.aware.mps/HR/HR/Transforming</a> HR/index.	him>
ETSEC CODE: RESTRICTED	41041-
A Please don't print this email unless you really need to	
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 F Thanks Jo	Paul asks
. Jo Sendall   Staff Officer to the Director of HR Operations   HR1 (8)	
Telephone -External: Telephone -Internal:	
Mail:	
E-mail	
METSEC CODE- RESTRICTED	
Original Message From: Kemp Alex - HR1 Sent: 25 March 2009 13:04	
To: Sendall Jo - HR1 Subject: RE:	
Hī Jo	

15/07/2011

•	Page 2 of 2
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   Directorate  External:	HR
Mall: 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 ernail unless you really need to	
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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)	
Telephone - External: Telephone - Internal	
Mail: 5	
E-mail:	

METSEC CODE- RESTRICTED

#### Gh...artin Mark - TPHQ ACPO

From:

Kemp Alex - HR-BP Team

Sent:

15 July 2011 15:30

To:

Gilmartin Mark - TPHQ ACPO

Subject:

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.

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

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



FTA

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

hope this helps for now.

Alex

Gnartin Mark	c-TPHQ ACPO
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 specified that the a	y 63 Fixed Term Appointment (FTA) staff within HR. The majority responded to adverts where it appointment was to support service continuity during an HR change programme within the MPS.
numbers of how m emain, FTA staff are however, able	D and E selection process is due to be completed by mid April when we will have firm names and nany individuals may be in the at risk pool for redeployment or early exit and where potential vacancies are not considered as part of this process, due to the reductions required in headcount at D and E. They to apply for roles within the MPS (and some have been successful), albeit the majority have been 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.

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	
	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 main. FTA staff are not considered as part of this process, due to the reductions required in headcount at D and E. The 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.		
	Tracking:	Recipient	Delivery Delivered: 27/02/2009 12:06
		Madge Paul M - HR5	DGBVGIGJ, 2110212003 14.00