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**Dated:** 2017

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National Police Collaboration Agreement Relating to the National Vehicle Crime Intelligence Service (NAVCIS) / the National Wildlife Crime Unit (NWCU) and the National Police Freedom of Information and Data Protection Unit (NPFDU) under Section 22A of the Police Act 1996

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**THIS DEED OF AGREEMENT** is made on

2016

**BETWEEN THE FOLLOWING CHIEF OFFICERS**

1. The Chief Constable of Avon and Somerset Constabulary
2. The Chief Constable of Bedfordshire Police
3. The Chief Constable of the British Transport Police
4. The Chief Constable of Cambridgeshire Constabulary
5. The Chief Constable of Cheshire Constabulary
6. The Chief Constable of the Civil Nuclear Constabulary
7. The Commissioner of Police for the City of London
8. The Chief Constable of Cleveland
9. The Chief Constable of Cumbria Constabulary
10. The Chief Constable of Devon & Cornwall Police
11. The Chief Constable of Derbyshire Constabulary
12. The Chief Constable of Dorset Police
13. The Chief Constable of Durham Constabulary
14. The Chief Constable of Dyfed-Powys Police
15. The Chief Constable of Essex Police
16. The Chief Constable of Gloucestershire Constabulary
17. The Chief Constable of Greater Manchester Police
18. The Chief Constable of Gwent Police
19. The Chief Constable of Hampshire Constabulary
20. The Chief Constable of Hertfordshire Constabulary
21. The Chief Constable of Humberside Police
22. The Chief Constable of Kent Police
23. The Chief Constable of Lancashire Constabulary
24. The Chief Constable of Leicestershire Police
25. The Chief Constable of Lincolnshire Police
26. The Chief Constable of Merseyside Police
27. The Commissioner of Police of the Metropolis
28. The Chief Constable of Norfolk Constabulary

29. The Chief Constable of North Wales Police
30. The Chief Constable of North Yorkshire Police
31. The Chief Constable of Northamptonshire Police
32. The Chief Constable of Northumbria Police
33. The Chief Constable of Nottinghamshire Police
34. The Chief Constable of South Wales Police
35. The Chief Constable of South Yorkshire Police
36. The Chief Constable of Staffordshire Police
37. The Chief Constable of Suffolk Constabulary
38. The Chief Constable of Surrey Police
39. The Chief Constable of Sussex Police
40. The Chief Constable of Thames Valley Police
41. The Chief Constable of Warwickshire Police
42. The Chief Constable of West Mercia Police
43. The Chief Constable of West Midlands Police
44. The Chief Constable of West Yorkshire Police
45. The Chief Constable of Wiltshire Police

**BETWEEN THE FOLLOWING POLICE AND CRIME COMMISSIONERS**

46. Police and Crime Commissioner for Avon and Somerset
47. Police and Crime Commissioner for Bedfordshire
48. The British Transport Police Authority
49. Police and Crime Commissioner for Cambridgeshire
50. Police and Crime Commissioner for Cheshire
51. The Civil Nuclear Police Authority
52. The Common Council of the City of London in its capacity as Police Authority
53. Police and Crime Commissioner for Cleveland
54. Police and Crime Commissioner for Cumbria
55. Police and Crime Commissioner for Derbyshire
56. Police and Crime Commissioner for Devon & Cornwall
57. Police and Crime Commissioner for Dorset
58. Police and Crime Commissioner for Durham

59. Police and Crime Commissioner for Dyfed-Powys
60. Police and Crime Commissioner for Essex
61. Police and Crime Commissioner for Gloucestershire
62. Police and Crime Commissioner for Greater Manchester
63. Police and Crime Commissioner for Gwent
64. Police and Crime Commissioner for Hampshire
65. Police and Crime Commissioner for Hertfordshire
66. Police and Crime Commissioner for Humberside
67. Police and Crime Commissioner for Kent
68. Police and Crime Commissioner for Lancashire
69. Police and Crime Commissioner for Leicestershire
70. Police and Crime Commissioner for Lincolnshire
71. Police and Crime Commissioner for Merseyside
72. The Mayor's Office for Policing and Crime
73. Police and Crime Commissioner for Norfolk
74. Police and Crime Commissioner for North Wales
75. Police and Crime Commissioner for North Yorkshire
76. Police and Crime Commissioner for Northamptonshire
77. Police and Crime Commissioner for Northumbria
78. Police and Crime Commissioner for Nottinghamshire
79. Police and Crime Commissioner for South Wales
80. Police and Crime Commissioner for South Yorkshire
81. Police and Crime Commissioner for Staffordshire
82. Police and Crime Commissioner for Suffolk
83. Police and Crime Commissioner for Surrey
84. Police and Crime Commissioner for Sussex
85. Police and Crime Commissioner for Thames Valley
86. Police and Crime Commissioner for Warwickshire
87. Police and Crime Commissioner for West Mercia
88. Police and Crime Commissioner for West Midlands
89. Police and Crime Commissioner for West Yorkshire

90. Police and Crime Commissioner for Wiltshire

(together the "Parties")

**RECITALS**

- (A) Following the review of the Association of Chief Police Officers (ACPO) by General Sir Nick Parker, the National Units were identified as having an essential responsibility for the delivery of their core areas of expertise. However, it was agreed that future public funding was to be reorganised in some cases, so as to align more effectively with individual force contributions. Police and Crime Commissioners (PCCs) were invited to review the continuation of the National Units and the hosting arrangements. The PCCs agreed that the National Units continue to offer value for money and that the hosting provision currently in place with the Host Force should be retained.
- (B) In order to ensure that the National Units can continue to be sustained, it is necessary to provide a vehicle to ensure that collaborative and co-ordinated policing activity can take place. For this purpose, the Parties have agreed to deliver national services for the National Units, which shall be hosted by the Host Force who is specified in the Schedule for that National Unit. The Host Force for each of the National Units shall have Direction and Control of that National Unit, but the exercise of such Direction and Control shall be made in conjunction with the views and guidance received from the National Unit Chief Officer for the relevant National Unit and the applicable Governance Board.
- (C) This Agreement is made pursuant to Section 22A Police Act 1996 (as amended) which enables police forces, local policing bodies as defined in that Act and other parties as defined in that Act to make an agreement about the discharge of functions by officers and staff, where it is in the interests of the efficiency or effectiveness of their own and other police force areas. By entering into this Agreement, the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under Section 23F Police Act 1996, to provide guidance about collaboration agreements and related matters.
- (D) The Parties have further taken account of the requirements of Section 24 Police Act 1996 in respect of matters in relation to the mutual aid between forces so as to allow the Police Service of Northern Ireland, Police Scotland and other signatories to this Agreement to participate in this Agreement insofar as they are able to do so, either as a party to this agreement or through other agreements. Initially the arrangements with Scotland and Northern Ireland will be recorded in a side letter.

## **OPERATIVE PROVISIONS**

### **PART A: ABOUT THE AGREEMENT ITSELF**

#### **1. DEFINITIONS AND INTERPRETATION**

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"ACPO"	the Association of Chief Police Officers;
"Agreed Level of Reserve"	the agreed level of reserve for a National Unit from time to time which shall be determined pursuant to clause 18.2;
"Agreement"	the terms of this agreement as agreed between the Parties;
"Assets"	all tangible and non-tangible assets (including land, buildings, equipment and assets) which are required for the purposes of carrying out the National Unit Activities and for the purposes of this Agreement;
"Chief Constables' Council"	the senior operational decision-making body for the National Police Chiefs' Council being the mechanism by which all the Chief Officers of police (as defined by Section 101 Police Act 1996 (as amended)) consider national operational matters and have commissioned the continued provision of the National Unit Activities;
"Chief Executive"	the person employed as the chief executive of the ACRO Criminal Records Office from time to time;
"Chief Officer"	a Chief Officer of police as defined under Section 101 of the Police Act 1996 (as amended), the Chief Constable of the Civil Nuclear Constabulary and the Chief Constable of the British Transport Police;
"College of Policing"	the professional body for policing that supports the training and development of police officers and police staff;
"Direction and Control"	means the arrangements established for the day to day operational management of police officers and police staff and the control which is exercised over police officers and staff by the Chief Officer of the Police Force by which they are appointed (as used by Sub Section 9A & 10 Police Act 1996 (as amended) and in relation to the British Transport Police as prescribed by part 3 of Section 24(2), Section 25(2) and Section 27(2) of the Railways and Transport Safety Act 2003 and in relation to the Civil Nuclear Police Authority as prescribed in Sections 55(2), 59(2)(a) and 68 of the Energy Act 2004;
"DPA"	the Data Protection Act 1998 and all applicable related and/or secondary Legislation and regulations, including the Criminal Justice and



	Data Protection (Protocol 36) Regulations 2014, together with all related EU Commission, Article 29 Working Party, and/or Information Commissioner's Office regulatory opinions, codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"Effective Date"	1 April 2015;
"EIR"	the Environmental Information Regulations 2004 and all applicable related and secondary Legislation and regulations, together with all related EU Commission, DEFRA, and/or Information Commissioner's Office regulatory opinions, codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"Exit Strategy"	the exit strategy to be prepared for each of the National Units by its National Unit Chief Officer pursuant to <b>clause 22.8</b> ;
"Financial Year"	a year commencing on 1 April in each calendar year and expiring on 31 March in the following year provided that the first Financial Year shall commence on the date of this Agreement and shall expire on the following 31 March and the last Financial Year shall commence on the 1 April of that final year and expire on the date that this Agreement terminates or expires;
"FOIA"	the Freedom of Information Act 2000 and all applicable related and secondary Legislation and regulations, together with all related Information Commissioner's Office regulatory codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"FSS Allocation"	the formula spending share allocation which is the percentage of any funding, expense or liability that is to be paid by a Policing Body as set out in <b>Schedule 2</b> ;
"Governance Arrangements"	the governance arrangements for the purposes of each of the National Units as further described in Part 3 of the relevant Schedule for that National Unit including the general governance arrangements included in <b>Schedule 1</b> ;
"Governance Board"	a body set up for any of the National Units and operating in accordance with <b>clause 4</b> and Part 3 of the relevant Schedule for that National Unit;
"Health and Safety"	all health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or

	environmental legislation in force from time to time;
"Home Secretary"	the person appointed as the Home Secretary by the Government with responsibility for policing and related matters;
"Host Force"	the relevant force named as the "host force" in paragraph 2 of the relevant Schedule for that National Unit;
"HR"	Human Resources;
"ICT"	Information Communications Technology;
"Intellectual Property Rights"	all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
"Legislation"	any law, statute, subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party to this Agreement is bound to comply;
"Liability"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses and including any excesses payable under any relevant insurance policy), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied for or referable to the National Units Activities and/or generated in the course of delivering the National Unit Activities by or for any of the Police Bodies in connection with this Agreement unless before the first use or supply, the relevant Policing Body notifies the others that the data,

	text supplied is not to be covered by this definition;
"Material Assets"	an Asset which has a value of £500.00 or more;
"National Crime Agency ("NCA")"	the National Crime Agency, responsible for the investigation of international and national serious organised crime;
"National Police FOIA & DP Unit ("NPFDU")"	the national unit set-up to assist Police Forces with FOIA, EIR and DPA referrals;
"National Police Chiefs' Council ("NPCC")"	the body known as the National Police Chiefs' Council formed with the support of Police and Crime Commissioners and Chief Officers which holds a number of core responsibilities approved by the Home Secretary and is hosted by the Metropolitan Police pursuant to a Section 22(a) Collaboration Agreement;
"National Unit Activities"	the activities to be carried out in relation to each National Unit as further set out in the relevant Schedule for that National Unit;
"National Unit Chief Officer"	either: <ul style="list-style-type: none"> <li>(a) the relevant Chief Officer for each applicable National Unit as set out in the relevant Schedule for that National Unit; or</li> <li>(b) the Chief Officer directed by the Chief Constables' Council to be the Chief Officer in charge of the relevant National Unit from time to time;</li> </ul>
"National Unit Head"	the person appointed as the head of each of the National Units as further specified in Part 2 of the relevant Schedule for that National Unit;
"National Unit PCC"	the Police and Crime Commissioner for the Police Force of the applicable National Unit Chief Officer;
"National Units"	the national units described in <b>Schedule 6</b> , <b>Schedule 7</b> and <b>Schedule 8</b> of this Agreement, being the National Vehicle Crime Intelligence Service, the National Wildlife Crime Unit, the National Police FOIA and DP Central Referral Unit and any other national units included in this Agreement at a future point in time;
"National Vehicle Crime Intelligence Service ("NAVVIS")"	the national unit set up to co-ordinate national vehicle crime intelligence and provide a conduit between the public and private sector;
"National Wildlife Crime Unit ("NWCU")"	the national unit set-up to assist in the prevention and detection of wildlife crime;

"NPoCC"	the National Police Co-ordination Centre;
"Police & Crime Commissioner"	a police and crime commissioner in accordance with Section 1 of the Police Reform and Social Responsibility Act 2011;
"Police Force"	each and all (as the context permits) of the police forces (as defined by the Police Act 1996 (as amended) in England, Wales and Northern Ireland);
"Policing Body"	all Police and Crime Commissioners, the Mayor's Office for Policing and Crime (MOPAC), the Common Council of the City of London in England, the British Transport Police Authority, the Civil Nuclear Police Authority and any relevant Police Authorities;
"Police Officer"	a police officer of a Police Force who are under the Direction and Control of their applicable Chief Officer;
"Procurement"	the purchase of goods and services in accordance with national legislation;
"PSNI"	Police Service Northern Ireland;
"Schedule for that National Unit"	the schedule for the National Unit being: <ul style="list-style-type: none"> <li>(a) <b>Schedule 6</b> in relation to NAVCIS;</li> <li>(b) <b>Schedule 7</b> in relation to NWCUC;</li> <li>(c) <b>Schedule 8</b> in relation to NPFDU; and</li> <li>(d) any subsequent schedule for a National Unit which is included within the terms of this Agreement</li> </ul>
"Scheme of Governance"	the governance arrangements for a Host Force;
"Service Plan"	the plan to be prepared in relation to each of the National Units which shall set out the arrangements for the delivery of that National Unit and the responsibilities for fulfilling that plan;
"Strategic Policing Requirements"	the document issued by the Secretary of State, from time to time, setting out the matters prescribed in Section 37A of the Police Act 1996 (as introduced by Section 77 of the Police Reform and Social Responsibility Act 2011);
"Support Services"	the support services to be provided to a National Unit as set out in Part 5 of the Schedule for that National Unit;
"Term"	the term of this Agreement as determined in accordance with <b>clause 2.1</b> ; and

"TUPE"

Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.

- 1.2 Reference to any laws, orders, regulations or other similar instrument shall be construed as a reference to such laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 1.3 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 1.4 References to persons will be construed so as to include bodies corporate, partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 1.5 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 1.6 References to the Parties are to the parties to this Agreement.
- 1.7 The Schedules and the Appendices to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 1.8 The background information Section of this Agreement and the headings to the clauses of and Schedules to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 1.9 Any phrase in this Agreement introduced by the term "include", "includes", "including", "included", "in particular" and "for example" will be construed without limitation unless inconsistent with the context.
- 1.10 This Agreement is drawn up in the English language and may be translated into any language other than English provided, however, that the English language text shall in any event prevail in interpreting this Agreement.
- 1.11 The words "as amended" or "as varied" shall be construed to be meant in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 1.12 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under Section 1 and Section 2 of the Police Reform and Social Responsibility Act 2011, Section 62AZA of the Police Act 1996 or Section 3 of the City of London Police Act 1839 and not as individuals.
- 1.13 The Parties agree that the Chief Officer of the Host Force and the Policing Body of the Host Force are a party to this Agreement both in their capacity as a Chief Officer and a Policing Body (in the same manner in which the other parties to this Agreement are a Chief Officer or a Policing Body) and in their capacity as the Host Force.
- 1.14 The Parties recognise and agree that they collaborate together not just for the benefit of themselves, but also for the benefit of the Police Service of Scotland and the Police Service of Northern Ireland.
2. **COMMENCEMENT DATE**
  - 2.1 The Agreement shall take effect from 1 April 2015 and shall continue indefinitely until the Parties agree pursuant to **clause 22** that this Agreement should be terminated. The Parties shall review the terms of this Agreement every three (3) years (including as to whether this Agreement should continue) and shall make any agreed amendments to the terms of this Agreement.

### 3. **OBJECTIVES OF THE AGREEMENT**

- 3.1 The key objectives of this Agreement are to set up and define the functions and responsibilities of each of the National Units as defined within the Schedule for that National Unit and to ensure that each of the National Units are provided in a way that delivers high quality, efficient and effective services constituting value for money and meeting the needs of partners and stakeholders.
- 3.2 It is agreed that each of the National Units are separate National Units with their own designated budgets and reserves, with freedom to operate within the boundaries of this Agreement and plans and procedures in accordance with their respective Governance Arrangements. It is acknowledged by the Parties that none of the National Units are legal entities in their own right.
- 3.3 The Parties agree that the National Unit Activities are being provided to further protect the public. All Parties shall look for opportunities to collaborate and share services where this is appropriate in the circumstances and saves police funds.
- 3.4 The Parties acknowledge that a number of other collaboration agreements (including in relation to the NPCC, the National Counter Terrorism Police Services and NPoCC) have been entered into by some or all of the Parties to this Agreement which are connected with the functions of the National Units and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.
- 3.5 The Parties agree that the National Units shall, in performing all of their functions in accordance with this Agreement, use reasonable endeavours to have regard to the distinct position which operates within Scotland and Northern Ireland and shall, so far as is practicable, and to the extent relevant to the particular issue, have regard to the views of the Chief Officers of the Police Service of Scotland and the Police Service of Northern Ireland, as appropriate.

### 4. **GOVERNANCE AND REVIEW OF THE TERMS OF THE AGREEMENT**

- 4.1 The general provisions in relation to governance which are set out in **Schedule 1** shall apply to each of the National Units.
- 4.2 In addition to the provisions in **Schedule 1**, each National Unit will be set up pursuant to the arrangements as defined in Part 3 of the Schedule for that National Unit (Governance and Accountability) and will be governed accordingly. The Governance Arrangements are designed to ensure that the National Units operate effectively and efficiently taking account of national guidance.
- 4.3 The Governance Arrangements for each of the National Units shall be established to have oversight of the decisions of the various individuals engaged in the activities of the National Units, the relevant National Unit Chief Officer and any boards and to recommend courses of action to the Chief Officer of the Host Force, relevant National Unit Chief Officer and National Unit Head in relation to the National Unit Activities.
- 4.4 The National Units, the Host Force and their respective governance bodies shall take account of guidance or requirements from the Chief Constables' Council, including guidance issued as part of the annual planning process.
- 4.5 The Parties shall procure that the applicable decision making bodies, individuals and any Governance Boards shall be consulted on strategic decisions and be asked to make referrals and recommendations to the Chief Officer of the Host Force, the National Unit Chief Officer and the National Unit Head in relation to the activities of the National Units. The Parties shall also procure that each of the Governance Boards refer matters to the Chief Constables' Council when requested and where the matter is determined as being relevant to be referred to the Chief Constables' Council. The Parties agree that (without limitation) the following matters may be appropriate to be referred to the Chief Constables' Council: agreement of the Service Plan; agreement of the budget pursuant to **clause 13**; and where there is an expectation of a contribution from forces.

- 4.6 The purpose of the Governance Arrangements for the National Units shall be to advise, guide and support the Chief Officer of the Host Force and the applicable National Unit Chief Officer who have responsibility for the relevant National Unit.
- 4.7 The Chief Officer of the Host Force, National Unit Chief Officer and the Parties to this Agreement shall take account of the advice and guidance issued in accordance with the Governance Arrangements when making decisions about operational policing and the exercise of Direction and Control in respect of police officers and staff.
- 4.8 The Parties agree that this Agreement shall be reviewed through the Governance Arrangements for each of the National Units or such other third party organisation as the Parties agree on a date no later than three (3) years after the Effective Date and thereafter on at least three (3) yearly intervals. The purpose of such review is to establish whether any amendments are required to the governance structure for any of the National Units, what the funding requirements will be, and what the structure will be for the subsequent three (3) years. Any appropriate and agreed amendments shall be made by the Parties to this Agreement following the recommendation for approval through the relevant Governance Arrangements, the relevant Host Force and each of the National Units pursuant to **clause 4.13**.
- 4.9 Subject to **clause 4.12**, the Parties shall be entitled to propose a variation to the Agreement by presenting a proposal in accordance with the relevant Governance Arrangements for each of the National Units for consideration with appropriate information to allow a variation to be properly considered.
- 4.10 The Parties acknowledge that not every Party to this Agreement shall be personally represented on the Governance Board for a National Unit and that this reflects the way in which decisions are made by the relevant Governance Board as at the date of this Agreement. If any Party is not represented on a Governance Board, that Party shall be entitled to raise any issues, queries, representations or concerns with the National Unit Head prior to any meeting of the relevant Governance Board. The National Unit Head shall use reasonable endeavours to ensure that such issues, queries, representations or concerns are put to the relevant Governance Board and shall, so far as is reasonably practicable, provide feedback to the relevant Party on the decisions taken by the relevant Governance Board.
- 4.11 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of the responsibilities to be carried out by each of the National Units to ensure that the objectives of this Agreement can be achieved. The Parties shall procure that each Governance Board shall continually review the arrangements for its National Unit to ensure that any required efficiency savings are met and that value for money is achieved.
- 4.12 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in accordance with the Governance Arrangements to accommodate:
- 4.12.1 changing demands;
  - 4.12.2 the practical requirements and day to day running of the National Units; and
  - 4.12.3 the requirements of the NPCC.
- 4.13 The terms of this Agreement, **Schedule 1**, **Schedule 2**, and Part 3 and Part 4 of a Schedule for a National Unit may only be varied with the consent of all Parties to this Agreement.
- 4.14 Subject to **clause 4.13**, Part 1, Part 2, Part 5 and Part 6 of a Schedule for a National Unit or the relevant part of **Schedule 1** that applies to a National Unit may be varied, replaced or removed pursuant to the Governance Arrangements for the relevant National Unit and by agreement of the Host Force.
- 4.15 **Schedule 3** and **Schedule 4** may be varied, replaced or removed if this is agreed by the Governance Arrangements for each of the National Units and the Host Force for each of the National Units.

4.16 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the Governance Board for the applicable National Unit.

## 5. **POLICIES**

5.1 Subject to **clause 5.2**, the National Unit Chief Officer shall be responsible for determining how their operational activities shall be carried out, including determining any policies which are applicable and must be complied with in relation to that applicable National Unit.

5.2 Each of the National Units shall comply with Host Force policy and procedures with regard to the Support Services including financial regulations, and contract standing orders.

5.3 Without prejudice to **clause 5.2**, the National Unit Chief Officer shall procure that each of the National Units shall comply with all relevant national policies and procedures as well as and as far as practicable the policies and procedures of the Host Force in respect of the handling of data and information. The current process for the development and implementation of national policies which involve the Chief Constables' Council, the College of Policing, the National Crime Agency, the Association of Police and Crime Commissioners and the Home Office will continue on a business as usual basis and the Parties shall ensure that the National Units shall comply with any updated policies.

## 6. **DIRECTION AND CONTROL OF A NATIONAL UNIT**

6.1 It is acknowledged that, although the National Unit Chief Officer for a National Unit shall be responsible for the operational day to day conduct of the applicable National Unit and that day to day supervisory responsibility for that National Unit shall rest with the National Unit Head, the Chief Officer of the Host Force for that National Unit shall have ultimate Direction and Control and responsibility for that National Unit but shall exercise such Direction and Control in conjunction with the views and guidance of the National Unit Chief Officer and the relevant Governance Board.

6.2 The Chief Officer of the Host Force shall work in conjunction with the National Unit Chief Officer and the applicable Governance Board and shall subject to the remaining provisions of this clause, wherever possible follow their guidance. As the Chief Officer of the Host Force shall retain Direction and Control in relation to the applicable National Unit, the Chief Officer of the Host Force shall be entitled to make a decision which is contrary to the decision made by the relevant Governance Board and the National Unit Chief Officer.

## 7. **THE HOST FORCE**

7.1 The Parties acknowledge that, prior to the Effective Date, the Host Force has been providing support to the applicable National Units on behalf of the police service. The Host Force shall continue to provide such support to each National Unit as set out in Part 5 of the Schedule for that National Unit.

7.2 The Parties agree that the Host Force shall provide the relevant Support Services for the benefit of the relevant National Unit. The Parties acknowledge that although the arrangement for the Host Force to host the functions carried out by the relevant National Unit is intended to be a permanent arrangement there is no reason (in law or otherwise) why the particular Host Force must host the functions carried out by any of the National Units. As such, the Chief Officer of the Host Force and the National Unit Chief Officer in consultation with its relevant Governance Board shall be entitled to agree alternative arrangements for hosting. If it is agreed that there should be an alternative arrangement in relation to hosting, the Parties shall agree the date on which the Host Force shall no longer be required to host the relevant National Unit and the terms of this Agreement shall be amended accordingly to reflect the new hosting arrangement and the Parties shall agree the Party who shall have Direction and Control for the applicable National Unit going forward.

7.3 Where alternative hosting arrangements are agreed pursuant to **clause 7.2**, the National Unit Chief Officer and the Chief Officer of the Host Force shall act reasonably in mitigating any costs or losses. Subject to that Host Force in mitigating any costs or losses, any costs or losses



incurred by the Host Force as a result of such termination shall be treated as a Liability to be shared between the Parties pursuant to **Clause 18.1**.

- 7.4 In addition to the Support Services provided by the Host Force, other forces and Policing Bodies who are a Party to this Agreement may from time to time provide Support Services to assist with the delivery of the objectives of this Agreement. Where Support Services are provided by other Parties to this Agreement, those arrangements shall be subject to a separate Service Level Agreement between the Host Force for the applicable National Unit and the relevant third party.
- 7.5 Each Host Force has agreed to be the Host Force for their applicable National Unit. The elected Police and Crime Commissioner and the Chief Officer of each Host Force have agreed the following:
- 7.5.1 to, where necessary, hold land and building/premises on behalf of the Chief Constables' Council for the benefit of the applicable National Unit and that the Policing Body of the Host Force will, unless otherwise agreed with the National Unit Chief Officer or through the Governance Arrangements for that National Unit, enter into any required agreements for the holding or otherwise dealing with land for the benefit of the National Units as further described in **clause 11**;
- 7.5.2 if agreed pursuant to **clause 12**, to enter into any necessary contracts and/or licences which are required for the purposes of the National Unit and, where a contract is to be entered into by the Host Force, to comply with all necessary procurement legislation in relation to the entering into of any such contracts and/or licences (as applicable) as further described in **clause 12**;
- 7.5.3 that the relevant National Unit shall function as a separate unit within the Host Force, although no National Unit shall be a legal entity in their own right; and
- 7.5.4 that the relevant National Unit shall receive from the Host Force the provision of the Support Services. Any departure from these provisions by any Party to this Agreement as a result of the operational requirements of any of the National Units will be subject to an agreement between the Host Force and the relevant National Unit (as applicable).
- 7.6 The Parties agree that, in relation to the decisions to be taken and actions required from either the Police and Crime Commissioner and/or the Chief Officer of the Host Force, nothing in this Agreement shall override the statutory duties and powers of the Police and Crime Commissioner or the Chief Officer of the Host Force and that all decisions made and actions taken shall be in accordance with the Governance Arrangements for the applicable National Unit and the Scheme of Governance of the Host Force.
- 7.7 The Host Force for a National Unit shall ensure that the needs and interests of that National Unit are taken into consideration when making decisions about allocation or availability of resources which are used by that National Unit and shall consult through the applicable Governance Arrangements for the relevant National Unit before making changes which will affect the resources or business interests of that National Unit.
- 7.8 If the Host Force wishes to withdraw from its role as the host force in relation to a National Unit, the Host Force shall serve a notice on the Parties to this Agreement setting out that it wishes to cease the hosting arrangement for the relevant National Unit and the reason for this and in such circumstances the Host Force shall cease its hosting arrangements for that National Unit on a date agreed between the Parties which shall be at least twelve (12) months following the date of the relevant notice. If the Parties are unable to agree the date on which the hosting arrangements shall cease, the hosting shall cease on the date falling 12 months following the date of the relevant notice.
- 7.9 If the Host Force serves a notice pursuant to **clause 7.8** the National Unit Head for the applicable National Unit shall (in consultation with the Home Office and through the relevant Governance Arrangements for that National Unit) consider alternative successor arrangements for recommendation to the Parties to this Agreement including whether there is an alternative force or body to host such an arrangement and the Parties shall amend the terms of this Agreement as appropriate to reflect the provisions of the new arrangement and the responsibilities to be

agreed by that alternative hosting body and the fact that the Host Force shall no longer have Direction and Control of the relevant National Unit. Where the Host Force withdraws from its hosting responsibilities for a National Unit, that Host Force shall discuss and seek to agree with the relevant Governance Board whether there are any Assets that should be transferred to an alternative hosting body.

7.10 If the Parties are unable to find an alternative body to host the arrangement for the applicable National Unit then this Agreement shall terminate on expiry of the twelve months' notice of withdrawal from the Host Force. The Parties agree that this Agreement shall terminate in whole if the termination of the hosting arrangement applies to all of the National Units operating under the auspices of this Agreement or in part in relation to those affected National Units if the termination of the hosting only applies to some of the National Units.

7.11 A Host Force shall not incur any Liabilities as a result of its decision to withdraw from its role as a host force subject to mitigation of those Liabilities and provided that the Host Force acts in good faith and any Liabilities of the Host Force incurred as a result of the withdrawal or termination by the Host Force shall be determined in accordance with **clause 20**. For the avoidance of doubt, a Host Force shall be entitled to withdraw from its position as a host force and continue to be a Party to this Agreement.

## **8. ACCOUNTABILITY AND DIRECTION AND CONTROL OF THE CHIEF EXECUTIVE**

8.1 The Parties acknowledge that the Chief Executive is employed by Hampshire Constabulary who shall be responsible for managing the provision of the Support Services to a National Unit where Hampshire Constabulary is named as the Host Force for that National Unit, and shall have regard to all reasonable advice and guidance received from the relevant National Unit Head or National Unit Chief Officer. The day to day management of staff employed by Hampshire Constabulary to perform the Support Services, or any other functions in relation to the National Unit, shall sit with the Chief Executive.

8.2 The Parties agree that the responsibility for the Direction and Control of the Chief Executive shall be as follows:

8.2.1 the Chief Executive shall be under the Direction and Control of the Chief Officer of Hampshire Constabulary pursuant to Section 2(3) of the Police Reform and Social Responsibility Act 2011;

8.2.2 the Chief Officer of Hampshire Constabulary shall retain responsibility for all disciplinary procedures in relation to the Chief Executive including the removal of the Chief Executive and for all employment decisions in relation to the Chief Executive and shall have regard to any feedback received from the relevant Governance Boards in relation to performance or other similar issues; and

8.2.3 the Chief Executive shall be entitled to bring any employment claims directly against the Chief Officer of Hampshire Constabulary.

## **9. DIRECTION AND CONTROL AND RESPONSIBILITIES FOR STAFF**

9.1 All staff who are performing functions in respect of a National Unit (whether that be operational functions on behalf of the National Unit Head and/or National Unit Chief Officer or Support Services on behalf of the Host Force) shall, when performing such functions in respect of that National Unit, be under the Direction and Control of the Chief Officer of the Host Force for that National Unit.

9.2 The Chief Officer who employs a Police Officer or member of staff shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed) where a person is seconded to work for one of the National Units, the Policing Body of that Police Force shall be reimbursed for all pay and associated costs pursuant to the agreed funding model.

10. **OBLIGATIONS ON THE OTHER PARTIES TO THIS AGREEMENT**

- 10.1 The Parties to this Agreement shall act in such a way that promotes the achievement of the objectives of this Agreement as laid out in the relevant Schedules.
- 10.2 The Chief Officers shall:
- 10.2.1 observe the provisions of this Agreement;
  - 10.2.2 do all things reasonably necessary to assist in the running of the National Units;
  - 10.2.3 do all things reasonably necessary to support the goals and functions of the National Units; and
  - 10.2.4 provide all such reasonable assistance to the Host Force in relation to the relevant National Unit or the responsibilities of the Host Force under the terms of this Agreement as it reasonably requires.
- 10.3 The Parties shall comply with all applicable Legislation in carrying out their obligations under this Agreement.
- 10.4 Where a Party to this Agreement is a National Unit Chief Officer, that National Unit Chief Officer shall be responsible for the activities of that National Unit and ensuring that the objectives for that National Unit as set out in the Schedule for that National Unit are achieved.

11. **ASSETS**

- 11.1 The Parties agree that all Assets which are required for a National Unit shall either be held:
- 11.1.1 in the name of the Policing Body of the Host Force for that National Unit, who shall hold the Assets on behalf of the Chief Constables' Council; or
  - 11.1.2 in the name of the National Unit Chief Officer or National Unit PCC
- and which shall be determined in accordance with the remaining provisions of this **clause 11**.
- 11.2 As at the date of this Agreement, all Assets shall continue to be held in the names in which they were held as at the date of this Agreement and the relevant Party who holds such Assets shall make them available for use by the appropriate National Unit.
- 11.3 The Parties agree that there are no Assets as at the date of this Agreement which need to be novated or in any other way transferred to the Host Force or to a National Unit Chief Officer.
- 11.4 Each National Unit Chief Officer shall ensure that there are sufficient Assets for the National Unit to meet its operational requirements and each National Unit Chief Officer shall ensure that such Assets are used for the benefit of their applicable National Unit and shall not be appropriated for functions that do not form part of the applicable National Unit, albeit this does not preclude arrangements from being made for the sharing of assets, for example, the co-location of staff in Host Force accommodation where this would meet the operational needs of one of the National Units and constitutes the efficient use of resources.
- 11.5 The National Unit Chief Officer for its applicable National Unit shall be responsible for the maintenance and replacement of all Assets.
- 11.6 As at the date of this Agreement, the Parties do not anticipate that any new Assets will need to be purchased for the purposes of providing the National Unit Activities.
- 11.7 If any new Assets are required, the following procedure shall apply:
- 11.7.1 the appropriate National Unit Chief Officer shall be responsible for identifying if any new Assets are required for the functioning of its applicable National Unit including the details of the Assets which are required and the National Unit Chief Officer shall

- be entitled to approve the purchase of any new Assets up to £25,000 in aggregate per year;
- 11.7.2 any new Assets which need to be acquired and which cannot be approved by the National Unit Chief Officer pursuant to **clause 11.7.1** shall only be acquired after approval through the Governance Arrangements for that National Unit;
- 11.7.3 following approval of the acquisition of the required Assets either by the National Unit Chief Officer in accordance with **clause 11.7.1** or in accordance with **clause 11.7.2**, the applicable National Unit Chief Officer and the Host Force for that National Unit shall seek to agree whether the Policing Body of the Host Force or the National Unit PCC shall purchase the relevant new Asset with the assumption as at the date of this Agreement that it shall be the National Unit PCC who shall purchase any new Assets for its applicable National Unit and shall be responsible for maintaining such Assets;
- 11.7.4 the Party responsible for purchasing such Assets pursuant to **clause 11.7.3** shall comply with its own policies in acquiring any new Assets; and
- 11.7.5 the cost of acquiring any new Assets shall either be shared between the Policing Bodies who are a Party to this Agreement in direct proportion to the FSS Allocation or shall be funded from the reserves detailed in **clause 18.1** (as determined by the relevant Governance Board).
- 11.8 If any new Asset needs to be purchased for a National Unit which has a cost of over £150,000 (an "Exceptional Asset") the National Unit Head shall, as soon as reasonably practicable prior to the meeting of the relevant Governance Board which shall consider the purchase of the Exceptional Asset as referred to in **clause 11.7.2**, notify the Parties of:
- 11.8.1 the proposed Exceptional Asset;
- 11.8.2 the reason for purchasing the Exceptional Asset; and
- 11.8.3 the cost of the Exceptional Asset.
- 11.9 Following notification pursuant to **clause 11.8**, any Party shall be entitled to respond to the National Unit Head prior to the meeting of the relevant Governance Board confirming that it either approves the purchase of the Exceptional Asset or objects to the purchase of the Exceptional Asset (including giving reasons for any objections.) The purchase of each Exceptional Asset shall be considered by the relevant Governance Board and the Chief Officer of the Host Force taking into account any objections or issues raised by any Party to this Agreement and the reasons for those objections.
- 11.10 The National Unit Head for each National Unit shall maintain an asset register throughout the duration of this Agreement for its applicable National Unit setting out the list of Material Assets, the date of purchase of the relevant Material Asset, the location of the Material Asset and any other relevant information in relation to those Material Assets. As this clause relates to Material Assets only, it is acknowledged that some National Units will not be required to maintain an asset register.
- 11.11 The Host Force for a National Unit shall not be entitled to dispose of any Material Assets without the consent of the relevant National Unit Head who uses that Material Asset. In the event of a dispute, this will be resolved in accordance with the dispute resolution procedure as defined in **Schedule 4**.
12. **CONTRACTS**
- 12.1 Subject to **clause 12.2**, all contracts that are required for the provision of the National Unit Activities as at the date of this Agreement have already been entered into in the name of the Host Force.

- 12.2 The Parties acknowledge that in relation to some of the contracts required for NAVCIS, there are some contracts that may need to be novated to the Host Force and the Host Force shall use reasonable endeavours to ensure that any such contracts are novated to the Host Force as soon as reasonably practicable following the date of this Agreement.
- 12.3 If any new contracts are required to be entered into for a National Unit, the contract to be entered into shall be determined in accordance with the relevant Governance Arrangements for that National Unit and in particular by the appropriate National Unit Head in consultation with the Chief Officer of the Host Force and the Police and Crime Commissioner for the Host Force.
- 12.4 If it is determined that any new contract needs to be entered into, the National Unit Chief Officer and the Host Force for that National Unit shall seek to agree whether the Policing Body of the Host Force or the National Unit PCC shall enter into the relevant new contract with the assumption as at the date of this Agreement that it shall be the Policing Body of the Host Force who shall enter into any new contracts. Each contract shall be entered into in accordance with the force who shall be entering into the relevant contract's scheme of governance and in accordance with procurement legislation.

### 13. **FUNDING**

- 13.1 The Parties agree that in relation to the funding of each of the National Units, the basic principle is that the Host Force, the PCC for the Host Force, the National Unit Chief Officer and the National Unit PCC shall not make any financial gain, or suffer any financial detriment, as a result of the hosting or carrying out of activities in relation to any of the National Units.
- 13.2 In consultation with the Chief Officer of the Host Force for a National Unit, each National Unit Head shall draw up a strategy for the development and delivery of services for the applicable National Unit for the following three years together with an annual Service Plan for that National Unit which shall be considered in accordance with the relevant Governance Arrangements for that National Unit. The first such Strategy and Service Plan shall be for the period commencing 1 April 2017.
- 13.3 Following the recommendation of the Strategy and Service Plan by the National Unit Head, the strategy and Service Plan shall be considered in accordance with the Governance Arrangements for the National Unit and then sent to the applicable National Unit Chief Officer for the National Unit for consideration and adoption.
- 13.4 The particular anticipated funding arrangements for each of the National Units are set out in Part 4 of the Schedule for each National Unit.
- 13.5 In accordance with normal financial planning and fiduciary duties, each National Unit Head (and at the same time as preparing the Strategy and Service Plan pursuant to **clause 13.2** and **13.3**) shall plan the future financial requirements (including the applicable budget) for the following financial year in relation to its National Unit. The Parties shall ensure that such future financial requirements and budget adhere to normal fiscal policy and take into account all costs projected to be incurred by the Host Force in providing the Support Services, as notified by the Chief Executive and the Chief Officer of the Host Force.
- 13.6 Following the planning in accordance with **clause 13.5** the financial requirements and budget shall be discussed in accordance with the relevant Governance Arrangements for the applicable National Unit and following approval of the budget in accordance with the relevant Governance Arrangements, each National Unit Head shall recommend to the National Unit Chief Officer and the Chief Officer of the Host Force that the budget is adopted in relation to its respective National Unit. No amendment is to be made to the budget where this would have the effect of not including all costs projected to be incurred by the Host Force in providing the Support Services, as notified by the Chief Executive and the Chief Officer of the Host Force. The agreed budget shall be notified to the Policing Bodies and the other bodies who are responsible for providing funding.
- 13.7 The budget to be set by each of the National Units for each Financial Year pursuant to **clause 13.5** shall include details of all planned income and expenditure (including the cost of delivering the Support Services). Where applicable for a National Unit, it will identify the amount payable by each Policing Body from their funds and the anticipated revenue from third party sources.

Where the budget states that amounts are to be paid by a Policing Body, each Policing Body shall be required to pay that proportion of the funding contribution which equates to its FSS Allocation. Where appropriate the budget for a National Unit will also identify the anticipated grant to be provided by the Home Office.

- 13.8 The funding to be provided by each Policing Body for a National Unit as notified pursuant to **clause 13.7** shall be paid by the relevant Policing Body to the applicable Host Force in accordance with normal financial regulations and at least either annually or quarterly in advance as notified from time to time by the Host Force to the Policing Bodies.
- 13.9 The Host Force for a National Unit shall ensure that the relevant private sector parties or third parties who have agreed to contribute towards the running of a National Unit pay their contribution to the Host Force within the timescales agreed. If the Host Force incurs any costs in pursuing such non-payments any costs incurred in doing so shall be met where practicable from existing budget provision and, where this is not practicable, shall be treated as a Liability to be met by the Parties in accordance with **clause 19**.
- 13.10 The Host Force shall hold the monies for a National Unit in a ringfenced bank account for that National Unit (but which shall form part of the overall accounts of the Host Force), and the Host Force shall be responsible for managing the accounts of each of the National Units and for paying any costs, expenses and liabilities on behalf of the relevant National Unit out of the ringfenced accounts for that National Unit, to the extent that such costs expenses and liabilities form part of the budget set by the National Unit Chief Officer pursuant to **clause 13.7**. Where a cost, expense or liability arises which does not form part of the budget the provisions of **clause 18** shall apply. The Host Force shall be paid for the provision of the Support Services out of the ringfenced accounts for that National Unit.
- 13.11 A failure by any Party to this Agreement to pay their agreed contribution by the date on which that contribution becomes due and payable will be dealt with in accordance with normal financial debtors processes which will be instigated by the Host Force for that National Unit. The costs of taking any such action shall be met where practicable from existing budget provision and, where this is not practicable, shall be treated as a Liability to be met by the Parties in accordance with **clause 19**. In such circumstances, the Host Force for that National Unit and the National Unit Chief Officer reserves the right to consider ceasing any specific service provided by that National Unit to that Police Force.
- 13.12 If the Host Force for a National Unit or the National Unit Chief Officer is required to carry out any additional work over and above the requirements that are set out in this Agreement due to additional requirements of either a Police Force or a Policing Body then prior to carrying out any additional work, the Host Force for that National Unit and/or the National Unit Chief Officer and the relevant party requesting the additional work shall agree the additional cost which shall be paid by the relevant Policing Body requesting the additional work to the Host Force within the timescale agreed between the Parties.
- 13.13 The Parties agree that in relation to that part of any funding to be paid by the Host Force for a National Unit pursuant to this **clause 13**, an internal invoice will not be generated but that the Host Force shall be required to internally transfer its contribution into the relevant account set up for that National Unit on which such amounts become due and payable pursuant to **clause 13.8**.
- 13.14 The Parties shall procure that the National Unit Head shall provide the Chief Finance Officer of the Host Force with regular budget updates and the budgets for each of the National Units shall be included in the budget setting process for the Host Force, whilst remaining as ringfenced funds.
- 13.15 If at any time the Chief Executive considers that the budget for a financial year may be exceeded, the Chief Executive shall, acting in accordance with the Governance Arrangements for the National Unit, notify the National Unit Chief Officer of:
- 13.15.1 the amount by which it is projected that the budget will be exceeded; and
- 13.15.2 the reasons why, including the steps that are being taken to minimise any such excess.

- 13.16 The appropriate Governance Board for the National Unit (taking account of the views of the National Unit Chief Officer) shall determine whether the budget should be exceeded or not and where appropriate shall recommend how the excess budget should be funded as between the Parties or from the reserve.
- 13.17 The Parties agree to pay to the Host Force any additional amounts in respect of Liabilities which are incurred by the Host Force from time to time and to be shared between the Parties as determined pursuant to **clause 18** or any additional amounts to be paid to the Host Force determined pursuant to **clause 13.12** and which shall be invoiced by the Host Force to the Parties and paid for by the Parties as and when any relevant Liability or the additional costs (as applicable) is incurred.

#### 14. **EMPLOYEES AND POLICE OFFICERS**

- 14.1 Each National Unit Chief Officer shall ensure that there are sufficient members of staff employed by or seconded to each of the National Units to enable the National Unit to provide their core business. The entering of this Agreement by the Parties does not necessitate the acquisition of additional staff or loss of staff.
- 14.2 The Host Force shall ensure that there are sufficient members of staff to carry out the Support Services for its applicable National Unit.
- 14.3 Any Host Force employees required to perform services in order to allow the National Units to carry out their requirements as set out under the terms of this Agreement will be subject to all policies and procedures of the Host Force including matters relating to discipline and grievance.
- 14.4 The Parties agree that they must all co-operate to ensure the smooth running of the National Units and minimise any employment law liabilities relating to the employment of the staff required to perform services on behalf of the National Units.
- 14.5 From time to time, it is recognised by the Parties that it will be necessary to second staff from any of the Parties to assist in the carrying out of the responsibilities of the National Units. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties required by the National Units.
- 14.6 During a secondment period, any employee on secondment will be subject to the day to day management of the applicable National Unit Chief Officer and will perform all duties assigned to the employee by the National Unit Head. The provision of **clause 9** shall apply in relation to the Direction and Control of such staff.
- 14.7 Any employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Force or other party to this Agreement and the relevant Police Force.
- 14.8 Employment Liabilities arising from the discharge of National Unit or Host Force activities shall be met where practicable from existing budget provisions and, where this is not practicable, shall be treated as a Liability to be met by the Parties in accordance with **clause 19**.

#### 15. **TUPE TRANSFER AND STAFF**

It is the intention of the Parties, as at the date of this Agreement, that there shall be no TUPE transfer for the purposes of this Agreement as all staff will remain employed by the Host Force or another Chief Officer who is a Party to this agreement on their terms and conditions. If any Liability does arise in relation to this Agreement, the Liability shall be shared between the Parties in accordance with **clauses 18 to 20**.

#### 16. **LAND**

The National Units shall carry out their activities from the premises set out in **Schedule 3** and the relevant National Unit Head shall procure that any necessary licences are in place to occupy such premises. If any alternative accommodation is required this shall be subject to the agreement of the relevant Governance Board. Any costs associated with securing alternative

accommodation and any liabilities that the Host Force incurs due to it carrying out its obligations in this **clause 16** shall be dealt with in accordance with **clause 18**.

17. **DISPUTE RESOLUTION**

Any dispute in relation to this Agreement that cannot be resolved through normal management processes should, where appropriate, be referred to the relevant Governance Board for the National Unit. If the relevant Governance Board is unable to resolve the dispute, the matter shall be resolved through the application of the provisions contained within **Schedule 4**.

18. **RESERVES AND CLAIMS**

18.1 The Parties agree that although each Host Force is hosting the arrangements for a National Unit and has Direction and Control of that National Unit, any Liabilities incurred by the Host Force in relation to the activities of its applicable National Unit (which shall include any Liabilities that the Host Force incurs arising out of the hosting and provision of the Support Services, the employment or secondment of staff to the relevant National Unit and the fact that the Host Force has Direction and Control of that National Unit) should, subject to **clause 18.10**, be shared between the Parties. It is agreed that if a Liability arises in relation to the Host Force, the Liabilities shall be met in the following order or priority:

18.1.1 firstly, if the relevant Liability is covered by the insurance arrangements referred to in **clause 21**, the Liability shall or to the extent possible shall be recovered by any insurance monies recovered;

18.1.2 secondly, if approved pursuant to the Governance Arrangements for a National Unit, the relevant Liability shall be met from the existing budget provision;

18.1.3 thirdly, and provided that it is approved by the relevant Governance Board, the Liability shall be met from the reserve referred to in **clause 18.2**; and

18.1.4 to the extent that the Liability cannot be met in accordance with **clauses 18.1.1, 18.1.2 or 18.1.3**, the Liability shall, subject to **clause 18.10**, be shared between the Parties in proportion to the FSS Allocation.

18.2 The Parties acknowledge that, in order to cover the cost of any Liabilities that arise as a result of this Agreement or in relation to any of the National Units, which cannot be met pursuant to **clauses 18.1.1 or 18.1.2**, a reserve has been established for each of the National Units (further details of the initial reserve are set out in paragraph 1 of Part 6 of the Schedule for each National Unit) within the accounts of the Host Force which may be accessed by the Host Force for that National Unit (following agreement by the relevant Governance Board). The Parties agree that the level of the initial reserve for the National Unit may be amended following the approval of the relevant Governance Board.

18.3 The Host Force shall ensure that money is only withdrawn from the reserve for a National Unit in accordance with the protocol for accessing the reserve, which is to be agreed with the Police and Crime Commissioner of the Host Force and following the recommendation by the relevant Governance Board, if:

18.3.1 the Chief Officer of the Host Force (in consultation with the relevant National Unit Head and the National Unit PCC) determine that the reserve for a National Unit is not suitable to cover the relevant Liability for a National Unit or there are not sufficient monies standing to the credit of the reserve for a National Unit, then the Policing Bodies shall be responsible for such Liability in accordance with **clause 18.1.4**;

18.3.2 the reserve for a National Unit falls below the Agreed Level of Reserve then the Chief Officer of the Host Force (in consultation with the relevant National Unit Head and the National Unit PCC) shall be entitled to request that the Policing Bodies who are a Party to this Agreement contribute monies in order to increase the level of the reserves for the National Unit to an amount approved through the relevant Governance Arrangements in which case the Policing Bodies shall pay into the reserve



for that National Unit an amount in proportion to the FSS Allocation for the relevant Policing Body.

- 18.4 Any claims made in connection with a National Unit or in relation to the activities of a National Unit that arise either prior to or after the date of this Agreement shall be handled by the Host Force for that National Unit.
- 18.5 The Parties to this Agreement are obliged to notify the Host Force for a National Unit if they receive any claims under the Agreement including any claims made in connection with any current or past activities of that National Unit.
- 18.6 The Parties to this Agreement are obliged to provide the Host Force for each National Unit with such information, support, co-operation and assistance as the Host Force may require in connection with claims under the Agreement or in connection with the activities previously carried out by the National Units.
- 18.7 Provided that the Host Force or, as the case may be, National Unit Chief Officer, has acted in good faith, the Police and Crime Commissioner for the Host Force and the Chief Officer of the Host Force (or, as the case may be, National Unit Chief Officer and Police and Crime Commissioner for the National Unit Chief Officer) shall have no further Liabilities to the Parties other than their respective FSS Allocation. For the avoidance of doubt, this shall include where a Liability has arisen out of the Host Force or National Unit Chief Officer acting negligently, in breach of any contract that has been entered into for the purposes of National Unit Activities (including this Agreement), in breach of Legislation or in breach of a statutory duty.
- 18.8 The National Unit Chief Officer, the Police and Crime Commissioner for the National Unit Chief Officer, the Chief Officer of the Host Force or the Police and Crime Commissioner of the Host Force (as applicable) shall solely be responsible for a Liability when the Liability has arisen as a result of the relevant party or the Host Force failing to act in accordance with good faith.
- 18.9 Where a Liability arises in respect of which the Host Force has a direct contractual claim or any other claim against a third party (e.g. in relation to the maintenance of facilities) the Host Force shall use reasonable endeavours to pursue such claim against a third party. The costs of taking any such action shall be met where practicable from existing budget provision, and where this is not practicable shall be treated as a Liability incurred in the running of the relevant National Unit to be met by the Parties in accordance with this **clause 18**.
- 18.10 The Chief Constable of the Civil Nuclear Constabulary, the Civil Nuclear Police Authority, the Chief Constable of the British Transport Police and the British Transport Police Authority shall not share in the Liabilities under this Agreement.

## 19. **GENERAL INDEMNITY**

- 19.1 Subject to **clauses 18.7, 19.2** and **20.1** (which shall govern the position where Liabilities arise in relation to hosting and responsibility for a National Unit), where a Party is in breach of the provisions of this Agreement or has been negligent or has carried out an act or omission which has caused a Liability to occur (the "Defaulting Party") that Defaulting Party shall indemnify the other Parties against all Liabilities incurred by the other Parties as a result of the Defaulting Party's negligence, acts or omissions or breach of its obligations under this Agreement.
- 19.2 A Defaulting Party shall not be liable under **clause 19.1** where its negligence, acts or omissions or breach of its obligations under this Agreement were carried out with the approval, or under the instruction of, the Chief Officer of the Host Force, the National Unit Head, the National Unit Chief Officer or the Governance Board for that National Unit in which case the provisions of **clause 20** shall apply.

## 20. **INDEMNITY IN RELATION TO THE HOSTING ARRANGEMENT AND NATIONAL UNIT CHIEF OFFICERS/PCCS**

- 20.1 In respect of all Host Force and National Unit Activities and save where it is agreed that the relevant Liability should be paid for out of the reserves referred to in **clause 18.2**, the Policing Bodies will indemnify the Host Force and the National Unit Chief Officer in respect of all Liabilities

arising in connection with the hosting of and any actions undertaken by the National Unit (including where such Liabilities have arisen out of the breach, negligent act or omission or any other act or omission on the part of the Host Force and/or National Unit Chief Officer, but not where the Host Force or National Unit Chief Officer failed to comply with their own policies or procedures, in which case they shall be solely liable for such liability.)

20.2 To the extent that the Policing Bodies are liable pursuant to **clause 20.1** and subject to **clause 18.10**, this Liability shall be shared between the Policing Bodies in proportion to the FSS Allocation.

20.3 Nothing in this **clause 20** shall limit the Parties duty to mitigate their loss.

## 21. **INSURANCE**

21.1 From the date of this Agreement until the date on which this Agreement is terminated:

21.1.1 each Host Force shall take out and maintain adequate insurance to cover its hosting responsibilities in relation to each National Unit that it is responsible for hosting (the cost of which shall be included in the budget for each of the National Units to be funded pursuant to **clause 13**);

21.1.2 each National Unit Chief Officer shall take out and maintain adequate insurance in relation to its applicable National Unit to cover the National Unit Activities that it is responsible for pursuant to the terms of this Agreement; and

21.1.3 the remaining Parties to this Agreement shall take out and maintain insurance (in accordance with its usual insurance requirements) to meet any claims that might arise in relation to that Party's liability pursuant to the terms of this Agreement.

21.2 None of the Parties shall take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim or seek to avoid any insurance in respect of the National Units Activities or Assets and Resources that are made available for the purposes of this Agreement, save where such a claim falls below the Host Force's policy excess.

21.3 The Host Force and each National Unit Chief Officer shall be responsible for notifying its insurers of the terms of this Agreement where they are required to do so by their insurers.

21.4 The Host Force for each National Unit shall be responsible for handling, investigating or resolving any insurance claim arising out of an event which occurred either prior to or after the date of this Agreement in relation to the hosting of the National Units under the terms of this Agreement. The costs of the Host Force's handling of such claims (including investigations and resolution) shall be treated as a Liability incurred in relation to the running of the National Unit to be met by the Parties under **clause 18**.

21.5 The Host Force shall provide, if required, the other Policing Bodies with evidence that the insurance is in full force and effect.

## 22. **WITHDRAWAL AND TERMINATION OF THE AGREEMENT**

22.1 Subject to **clause 7.8**, any Party is entitled to withdraw from the Agreement on giving to all other parties one (1) years written notice of their intention to withdraw and such notice shall be deemed to have been served on the date of the next Chief Constables' Council meeting and shall expire one year after that date. Such notice shall include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how they will continue to ensure that there is effective policing within the relevant Police Force and how they will comply with the Strategic Policing Requirement. That Party shall cease to be a Party to this Agreement on the expiry of the relevant notice unless an alternative date is agreed between the Parties.

22.2 For the purposes of **clause 22.1**, both the Chief Officer and the Policing Body for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective. If a Police Force withdraws from the terms of this Agreement, the National Units