

Date \_\_\_\_\_ 2018

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S.22A Collaboration Agreement – in relation to the Modern Slavery  
Police Transformation Fund Programme.

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**THIS DEED OF AGREEMENT** is made on

2018

**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 Cambridgeshire Constabulary
- (4) The Chief Constable of Cheshire Constabulary
- (5) The Commissioner of Police of the City of London
- (6) The Chief Constable of Cleveland
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Devon & Cornwall Police
- (9) The Chief Constable of Derbyshire Constabulary
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary
- (22) The Chief Constable of Leicestershire Police
- (23) The Chief Constable of Lincolnshire Police
- (24) The Chief Constable of Merseyside Police
- (25) The Commissioner of Police of the Metropolis
- (26) The Chief Constable of Norfolk Constabulary
- (27) The Chief Constable of North Wales Police
- (28) The Chief Constable of North Yorkshire Police
- (29) The Chief Constable of Northamptonshire Police
- (30) The Chief Constable of Northumbria Police

- (31) The Chief Constable of Nottinghamshire Police
- (32) The Chief Constable of South Wales Police
- (33) The Chief Constable of South Yorkshire Police
- (34) The Chief Constable of Staffordshire Police
- (35) The Chief Constable of Suffolk Constabulary
- (36) The Chief Constable of Surrey Police
- (37) The Chief Constable of Sussex Police
- (38) The Chief Constable of Thames Valley Police
- (39) The Chief Constable of Warwickshire Police
- (40) The Chief Constable of West Mercia Police
- (41) The Chief Constable of West Midlands Police
- (42) The Chief Constable of West Yorkshire Police
- (43) The Chief Constable of Wiltshire Police

**BETWEEN THE FOLLOWING POLICE AND CRIME COMMISSIONERS**

- (44) Police and Crime Commissioner for Avon and Somerset
- (45) Police and Crime Commissioner for Bedfordshire
- (46) Police and Crime Commissioner for Cambridgeshire
- (47) The Common Council of the City of London
- (48) Police and Crime Commissioner for Cheshire
- (49) Police and Crime Commissioner for Cleveland
- (50) Police and Crime Commissioner for Cumbria
- (51) Police and Crime Commissioner for Derbyshire
- (52) Police and Crime Commissioner for Devon & Cornwall
- (53) Police and Crime Commissioner for Dorset
- (54) Police and Crime Commissioner for Durham
- (55) The Police and Crime Commissioner for Dyfed-Powys Police
- (56) Police and Crime Commissioner for Essex
- (57) Police and Crime Commissioner for Gloucestershire
- (58) Greater Manchester Combined Authority
- (59) The Police and Crime Commissioner for Gwent
- (60) Police and Crime Commissioner for Hampshire
- (61) Police and Crime Commissioner for Hertfordshire

- (62) Police and Crime Commissioner for Humberside
- (63) Police and Crime Commissioner for Kent
- (64) Police and Crime Commissioner for Lancashire
- (65) Police and Crime Commissioner for Leicestershire
- (66) Police and Crime Commissioner for Lincolnshire
- (67) Police and Crime Commissioner for Merseyside
- (68) The Mayor's Office for Policing and Crime
- (69) Police and Crime Commissioner for Norfolk
- (70) Police and Crime Commissioner for North Wales
- (71) Police and Crime Commissioner for North Yorkshire
- (72) Police and Crime Commissioner for Northamptonshire
- (73) Police and Crime Commissioner for Northumbria
- (74) Police and Crime Commissioner for Nottinghamshire
- (75) Police and Crime Commissioner for South Wales
- (76) Police and Crime Commissioner for South Yorkshire
- (77) Police and Crime Commissioner for Staffordshire
- (78) Police and Crime Commissioner for Suffolk
- (79) Police and Crime Commissioner for Surrey
- (80) Police and Crime Commissioner for Sussex
- (81) Police and Crime Commissioner for Thames Valley
- (82) Police and Crime Commissioner for Warwickshire
- (83) Police and Crime Commissioner for West Mercia
- (84) Police and Crime Commissioner for West Midlands
- (85) Police and Crime Commissioner for West Yorkshire
- (86) Police and Crime Commissioner for Wiltshire

**BETWEEN THE FOLLOWING OTHER PARTIES**

- (87) The National Crime Agency
- (88) UK Border Force
- (89) Immigration Enforcement
- (90) Gangmasters and Labour Abuse Authority
- (91) Her Majesty's Revenue and Customs
- (92) College of Policing

(93) British Transport Police

(together the "Parties")

## 1. **BACKGROUND**

- 1.1 The Parties have agreed to collaborate with each other in relation to the establishment and running of the Modern Slavery police transformation programme which shall establish the UK police forces' approach to Modern Slavery through the establishment of the Modern Slavery Teams ("the Programme") which shall be provided in accordance with and for the term of this Agreement.
- 1.2 The Parties to this Agreement recognise that funding for the Programme is primarily provided through the Grant and that the Grant has certain terms and conditions attached to it which must be complied with by the Lead Force. The obligations contained in this Agreement shall not take precedence over the terms and conditions of the Grant and in the event of an inconsistency between the provisions of this Agreement and the provisions of the Grant, the provisions of the Grant shall take priority.
- 1.3 The Parties to this Agreement recognise that they collaborate together not just for themselves, but also for the benefit of other chief officers and chief constables who are not a party to this Agreement including in Scotland and in Northern Ireland and that the Chief Officers in Scotland and Northern Ireland shall be entitled to access and are entitled to engage with these teams for support in relation to Modern Slavery but the Lead Force shall have no obligation to provide the services to Scotland and Northern Ireland in the same way as it does for the other Forces under this Agreement.
- 1.4 This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables chief officers of the police and local policing bodies as defined in that Act and other parties 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.
- 1.5 In 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 of the Police Act 1996 to provide guidance about collaboration agreements and related matters.
- 1.6 The Programme is being developed and this collaboration agreement is being entered into as a direct response to the recommendations to the police made within the Home Office 2016 Review of the Modern Slavery Act.

## 2. **DEFINITIONS**

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

<b>Definition</b>	<b>Interpretation</b>
"Access to Information Legislation"	Means the Freedom of Information Act 2000 and/or any other applicable statutory public access to information regime, including the Environmental Information Regulations 2004 and the inspection of account rules, as may be replaced, supplemented or varied from time to time.
"Additional Party"	Means each of the National Crime Agency, UK Border Force, Immigration Enforcement, the Gangmasters and Labour Abuse Authority, Her Majesty's Revenue and Customs, British Transport Police and the College of Policing;
"Agreed Liability Share"	The share which each Policing Body or Additional Party (as appropriate) shall have in relation to a Liability as set out in Schedule 9 (Agreed Liability

<b>Definition</b>	<b>Interpretation</b>
	Share) which has been calculated based on each Forces formula funding allocation as a percentage of the total funding formula allocation (2016/2017) adjusted to include the annual government funding of those Parties not included in the Home Office formula funding;
"Agreement"	The terms of this agreement between the Parties and including each of the schedules to this Agreement;
"Approved Budget"	The: <ul style="list-style-type: none"> <li>(a) budget set out in Schedule 6 for the Financial Year 2017/2018;</li> <li>(b) the budget agreed pursuant to clause 16.5 in relation to the Financial Year 2018/2019; and</li> <li>(c) any agreed budget as a result of the extension of this Agreement pursuant to clause 4.2;</li> </ul>
"Assets"	All of those tangible and non-tangible assets (including property) which are required for the purposes of this Agreement and/or the Programme;
"Business Day"	A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
"Chair "	The person appointed to the role of the Chair of the Strategic Oversight Board from time to time who as at the date of this Agreement shall be the Police and Crime Commissioner for Devon and Cornwall Police;
"Chief Officer"	A chief officer of police as defined under section 101 Police Act 1996 (as amended) which shall include the Commissioner of Police of the Metropolis;
"College of Policing"	The professional body that supports the training and development of police officers and police staff;
"College of Policing's Authorised Professional Procedure"	The authorised professional procedure which is issued by the College of Policing;
"Commencement Date"	01 April 2017;
"Commissioner of Police of the Metropolis"	The police officer appointed to the role of The Commissioner of the Metropolitan Police Service from time to time;
"Confidential Unit"	The confidential unit within the Metropolitan Police Service;
"Data Controller"	Shall have the meaning given to it in the Data Protection Act 1998;
"Data Sharing Schedule"	The data sharing schedule in Schedule 10;



<b>Definition</b>	<b>Interpretation</b>
"Delivery Group"	The delivery group set up and delivered in accordance with Schedule 3;
"Direction and Control"	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 prescribed by ss 9A & 10 Police Act 1996 (as amended));
"Employing Chief Officer"	Has the meaning given to it in clause 11.2;
"Eurojust"	The EU institution that supports judicial co-operation;
"Europol"	The European Union's law enforcement agency supporting member states investigation into organised crime and terrorism;;
"Europol Team"	The team to be established within Europol and the NCA by Europol to deal with Modern Slavery, further details of which are set out in the diagram in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Part 4 of Schedule 5 (Terms of Reference);
"ENUUK Europol National Unit"	The ENUUK Europol National Unit in the UK which provides the link between UK law enforcement and Europol and is managed by the NCA;
"ENUUK Researcher"	A researcher within the Europol Team and who is appointed by the NCA;
"Financial Year"	The financial year which commences on the 1st April in each year and ends on the 31 <sup>st</sup> March in each year;
"Force"	Means a Chief Officer and the Policing Body of a particular police force;
"Governance Board"	The Strategic Oversight Board and the MS Programme Board and the Delivery Group which are referred to in Schedule 3 (Governance);
"Grant"	The grant of up to £8,122,000.00 (eight million, one hundred and twenty two thousand pounds) which shall be provided by the Home Office to the Lead Force in accordance with the provisions of the Grant Agreement and which shall be used to achieve the Objectives;
"Grant Agreement"	The grant agreement with reference "September 16067" which is entered into between the Home Office and the Lead Force for the provision of grant funding for the Programme;
"Head of Insight and Analysis"	The Head of Insight and Analysis who is appointed by the Lead Force;
"Head of JSTAC"	The manager of the JSTAC team who is appointed by the NCA;

<b>Definition</b>	<b>Interpretation</b>
"Head of the UK Liaison Bureau (UKLB)"	An NCA employee based at Europol who fulfils the role of Head of the UK Liaison Bureau;
"Head of Operations and Development"	The Head of Operations and Development who is appointed by the Lead Force;
"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 Office"	The Secretary of State for the Home Department;
"IE"	Immigration Enforcement;
"Insight Team"	The team for the Modern Slavery Police Transformation Unit which is described in Part 3 of Schedule 5;
"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;
"JSTAC"	The Joint Slavery and Trafficking Analysis Centre as further described in Part 7 of Schedule 5;
"Key Deliverables"	The 11 Key Deliverables for the Project which are set out in Schedule 11;
"Lead Chief Officer"	The Chief Officer of the Lead Force;
"Lead Force"	Devon and Cornwall Police;
"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 and "Laws" shall have the same meaning;
"Liability"	All damages, costs, losses, liabilities, claims, actions, judgements and expenses (including

Definition	Interpretation
	reasonable legal costs and expenses and uninsured losses), 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 the purposes of the Programme by or for any of the Parties in connection with this Agreement;
"Metropolitan Police Service (MPS)"	The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;
"Modern Slavery"	The offence of holding a person to slavery or servitude, requiring performance of compulsory labour and arranging or facilitating travel of another person with a view to that person being exploited in accordance with the Modern Slavery Act 2015;
"Modern Slavery APCC Lead"	The Modern Slavery Association of Police and Crime Commissioner's lead who as at the date of this Agreement is the Police and Crime Commissioner of West Yorkshire Police or such other person who is appointed to that role from time to time;
"Modern Slavery Action Plan"	A checklist which offers suggestions to Forces in order to inform those Forces response to Modern Slavery;
"Modern Slavery Training Coordination Function"	The modern slavery coordination function as described in Part 5 of the Terms of Reference;
"Modern Slavery Police Transformation Unit (MSPTU)"	The modern slavery police transformation unit which is comprised of the Insight Team, the Regional Transformation Team, the What Works Team, the Triage Function and the National Training Co-Ordination Function;
"Modern Slavery Regional Co-ordination Team"	The team which is described in Part 2 of Schedule 5 (Terms of Reference);
"Modern Slavery Team"	Each of the following teams for the purposes of the Programme: <ul style="list-style-type: none"> <li>(a) the UK Modern Slavery Seconded National Expert within the Europol Team;</li> <li>(b) the Joint Slavery &amp; Trafficking Strategic Analysis Centre;</li> <li>(c) the Insight Team;</li> <li>(d) the Regional Transformation Team;</li> <li>(e) the NRM Police Triage Function;</li> </ul>

<b>Definition</b>	<b>Interpretation</b>
	(f) the What Works team;
	(g) the national training co-ordination function,  further details of which are set out in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Schedule 5 (Terms of Reference);
"MOPAC"	The Mayor's Office for Policing and Crime;
"MSHTU"	Modern Slavery Human Trafficking Unit within the National Crime Agency;
"MS Programme Board"	The MS Programme Board as further described in paragraph 2 of Schedule 3;
"National Delivery Coordinator"	The National Delivery Coordinator who is appointed by the Lead Force;
"National Insight Team"	The work stream to be established for the national insight team and referred to in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Part 3 of Schedule 5;
"National Modern Slavery Threat Group"	The national modern slavery threat group which is chaired by the NPCC Modern Slavery Lead / Chief Constable of the Lead Force on behalf of the National Crime Agency and which co-ordinates the national law enforcement response to the threat of Modern Slavery;
"National Operations Database"	The database compiled by the Modern Slavery Police Transformation Unit from data submitted by the Parties;
"National Police Chiefs Council" ("NPCC")	The body that brings Police Chiefs together to help co-ordinate operations, reform, improve and provide value for money;
"National Referral Mechanism" ("NRM")	The framework for identifying victims of human trafficking or Modern Slavery and ensuring they receive the appropriate support;
"National Strategic Intelligence Requirements" ("NSIRs")	The national strategic intelligence requirements which are set by the National Crime Agency as reviewed and updated from time to time;
"National Training Co-ordination Function"	The work streams to be established in relation to the coordination and delivery of training and referred to in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Part 5 of Schedule 5 (Terms of Reference);
"NPCC Modern Slavery Lead"	NPCC nominated Police Lead for Modern Slavery;
"Objectives"	The objectives for the Programme which are set out in clause 5.4;
"Participating Bodies"	Each of: <ul style="list-style-type: none"> <li>(a) the National Crime Agency;</li> <li>(b) each ROCU Host Force;</li> </ul>

Definition	Interpretation
	(c) the Commissioner of Police of the City of London and the Mayor's Office for Policing and Crime;
	(d) The Police and Crime Commissioner for West Yorkshire;
"Phase 2 of the Modern Slavery Transformation Programme"	The delivery and operational stage of the Programme;
"Police Force"	as defined by section 101 of the Police Act 1996;
"Police Officer"	A police officer of a Police Force who is under the Direction and Control of their applicable Chief Officer or in relation to the National Crime Agency an NCA officer as defined in section 16(1) of the Crime and Courts Act 2013;
"Police Reform and Transformation Fund Board"	the board that brings police leaders together and is charged with making recommendations on the allocation of the Grant;
"Police Transformation Unit Commander"	the individual holding the role of the police transformation unit commander appointed by the Lead Force at the relevant time;
"Policing Body"	All of the Police and Crime Commissioners, the Greater Manchester Combined Authority, the MOPAC or the Common Council of the City of London in England and any relevant police authorities;
"Programme Director"	The individual holding the role of the programme director for the Lead Force at the relevant time;
"Programme Support Team"	The team of subject matters experts providing support to the Modern Slavery Police Transformation Unit in project management, administration, finances and communication as well as being responsible for the successful implementation of the Programme;
"Programme"	Has the meaning given to it under clause 1.1 and "Modern Slavery Police Transformation Programme" shall have the same meaning;
"Programme Lead"	(a) the National Crime Agency in relation to the UK Modern Slavery Seconded National Expert and the Joint Slavery & Trafficking Strategic Analysis;
	(b) the Lead Force in relation to the Insight Team, the Regional Transformation Team, the Triage Function, the What Works Team, the expert prosecution advice and the National Training Co-ordination function;
"Programme Milestone Date"	The dates on which a Programme Milestone should be achieved as set out in the Project Plan;
"Programme Milestones"	The milestones for the Programme which are set out in the Project Plan or such other Programme milestones as are agreed between the Parties

Definition	Interpretation
	from time to time or as may be directed by the Home Office;
"Project Leads within IE"	The senior manager within Immigration Enforcement and who is appointed by Immigration Enforcement who is supporting the establishment of the IE Team;
"Project Plan"	The evolving plan devised by the SMT to deliver the Key Deliverables which shall be agreed by the Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board and is a live document that can be amended through a formal change control process which is governed by the Governance Board;
"Qualified Exemption"	any exemption to the obligation to disclose requested information under Access to Information Legislation that requires a consideration of the public interest in applying that exemption;
"Regional Analysts Manager"	The individual holding the role of Regional Analysts Manager who manages the Regional Strategic Analysts and reports to the Head of Insight and Analysis who as at the date of this Agreement shall be appointed by the Lead Force;
"Regional Co-ordinators"	Each of the co-ordinators who are set out in the diagram in Schedule 1 and as are further described in Part 2 of Schedule 5 (Modern Slavery Police Transformation Unit – Regional Co-ordinators);
"Regional Strategic Analysts"	Each of the regional strategic analysts who are set out further in the diagram in Schedule 1 and as are further described in Part 1 of Schedule 5 (Modern Slavery Police Transformation Unit – Strategic Analysts)
"Regional Transformation Team"	The regional transformation team as set out in the diagram in Schedule 1 which shall include the Regional Strategic Analysts and the Regional Co-ordinators as further described in Schedule 5;
"Resources"	The staffing and Assets and other resources required in order for the Programme to operate in accordance with the terms of this Agreement;
"ROCU"	Regional and Organised Crime Units;
"ROCU Host Force"	<ul style="list-style-type: none"> <li>(a) Avon and Somerset Police;</li> <li>(b) West Midlands Police;</li> <li>(c) Thames Valley Police;</li> <li>(d) West Yorkshire Police;</li> <li>(e) Metropolitan Police Service;</li> <li>(f) Merseyside Police;</li> </ul>

Definition	Interpretation
	(g) Bedfordshire Police;
	(h) Northumbria Police;
	(i) South Wales Police;
	(j) Leicestershire Police;
"ROCU Modern Slavery Project Lead "	The project lead for each of the ROCU Host Forces as such persons may be replaced from time to time;
"Secretary of State"	The person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;
"Senior Responsible Officer (SRO)"	The Chief Officer of the Lead Force or such other person who has the role of senior responsible officer from time to time;
"Secondment Agreement"	The Secondment Agreement which has been agreed between the relevant Original Appointing Force and the relevant Seconded Chief Officer setting out the terms and conditions of the secondment;
"SMT"	The Senior Management Team within the Modern Slavery Police Transformation Unit, which at the time of writing comprises the Unit Commander, Head of Operations and Development and Head of Insight and Analysis;
"Strategic Oversight Board"	The strategic oversight board which is set up and governed in accordance with Schedule 3 (Governance);
"Support Services"	The provision of legal, procurement, human resources and IT support and such other support services as are agreed from time to time;
"Term"	The term of this Agreement as determined in accordance with clause 4.1 (Commencement Date);
"Termination Date"	The date on which it is agreed by the Parties that this Agreement shall terminate;
"Terms of Reference"	The terms of reference set out in Schedule 5;
"Triage Function"	The establishment of a range of Police and Immigration Enforcement projects and temporary assets to improve the intelligence yield from complex (historic, overseas, or containing vague information) NRM referrals, and to establish a process where joint intelligence packages inform and accompany these referrals into UK Forces, and by which international referrals are transferred internationally via International Crime Bureau;
"UK Modern Slavery Seconded National Expert"	The NCA officer embedded within the UK Liaison Bureau inside Europol;

## Definition

## Interpretation

"UKVI"

UK Visa and Immigration; and

"What Works Teams"

The teams as described in Schedule 2 and Part 6 of Schedule 5.

### 3. **LEGAL CONTEXT**

- 3.1 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.
- 3.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 3.3 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.
- 3.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 3.5 References to the parties are to the parties to this Agreement.
- 3.6 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 the Agreement.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 The words "as amended" or "as varied" shall be construed to mean in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 3.11 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 and not as individuals.
- 3.12 The Parties acknowledge that a number of other collaboration agreements have been entered into by some of the Parties to this Agreement which are connected with the functions of this Agreement and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.

### 4. **COMMENCEMENT DATE**

- 4.1 This Agreement shall become effective on the date on which:
- 4.1.1 the Lead Force and each of the Participating Bodies have signed the Agreement; and
- 4.1.2 at least seventy five per cent (75%) of the Parties have signed the Agreement,



(the "Effective Date") and the Agreement shall be binding upon those Parties who have signed the Agreement from the Commencement Date. As soon as any further Party signs this Agreement following the Effective Date, the Agreement shall be binding on that Party from the Commencement Date. Subject to clause 4.2 (Commencement Date) and clause 20 (Termination), this Agreement shall continue in force until 31 March 2019, unless otherwise terminated earlier in accordance with the terms of this Agreement.

- 4.2 The Strategic Oversight Board shall be entitled to recommend that the terms of this Agreement are extended beyond 31 March 2019. Provided that this is agreed by the Parties pursuant to clause 18.7, this Agreement shall be extended to such date as is recommended by the Strategic Oversight Board and the provisions of this Agreement shall continue to apply and the Parties shall extend the terms of this Agreement in writing and this Agreement shall continue in full force and effect until the revised expiry date that has been agreed by the Strategic Oversight Board.

## 5. **PURPOSE AND INTENT OF THE AGREEMENT**

- 5.1 The Parties agree that the purpose of this Agreement is to create a national team for the Term (as further described in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Schedule 5 (Terms of Reference)) which shall be led by the Lead Force and which shall be responsible for supporting the NPCC Modern Slavery Lead to improve the policing response across England and Wales to Modern Slavery. Each of the Parties to this Agreement shall act in such a way as promotes the achievement of the Objectives of this Agreement.
- 5.2 The Parties agree that although a national team shall be established to deal with the approach to Modern Slavery as further set out in Schedule 1 and Schedule 2, no independent unit will be created for the purposes of this Agreement.
- 5.3 The intention of the Parties is that, at the end of the Term, each of the Parties to this Agreement shall possess the requisite skills to deal with Modern Slavery on an individual basis moving forward.
- 5.4 The Parties shall operate the provisions of this Agreement so as to achieve the following objectives:
- 5.4.1 to inform, on a national basis, how the Parties are going to respond to the issue of Modern Slavery;
  - 5.4.2 to establish the temporary posts which are set out in Schedule 1 (Employment Model) of this Agreement on behalf of UK policing in order to improve the response and approach to Modern Slavery at a strategic and operational level which shall be funded in accordance with the terms of this Agreement;
  - 5.4.3 to improve intelligence and analysis to assess the threat of Modern Slavery at a national and regional level, and to provide guidance to improve the operational response to Modern Slavery;
  - 5.4.4 to integrate interdependent functions (nationally co-ordinated actions, assessment, guidance and training) enabling a significant change in the way in which Modern Slavery is policed;
  - 5.4.5 to provide a more consistent, coordinated and informed response to Modern Slavery across England and Wales to reduce vulnerability, threat and risk;
  - 5.4.6 to enable the officers to recognise and efficiently investigate Modern Slavery through the provision of national standardised training;
  - 5.4.7 to extend and improve confidence in the assessment of Modern Slavery;
  - 5.4.8 to identify "what works" in preventing, investigating and disrupting Modern Slavery;
  - 5.4.9 to support the development of a co-ordinated partnership activity towards Modern Slavery;

- 5.4.10 to improve the evidence bases which informs upstream prevention strategies;
- 5.4.11 to support policing to improve its processes in relation to referrals into and from the National Referral Mechanism referrals by delivering a series of projects jointly with UK Immigration Enforcement; and
- 5.4.12 to leave the police service and its partners better able to understand the threat of Modern Slavery, to know and promote what works best in tackling it, with strong embedded operational intelligence flows, more efficiently run investigations and increased delivery in terms of training.

## **6. USE OF THE GRANT FOR THE BENEFIT OF THE PROJECT**

6.1 The Parties acknowledge that the Lead Force is in receipt of the Grant which shall be used for the sole purpose of the Programme and the Participating Bodies shall work with the Lead Force in the manner described in this Agreement to achieve the Objectives. In particular:

- 6.1.1 the Participating Bodies and the Lead Force shall work together to create the Modern Slavery Teams details of which are set out in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Schedule 5 (Terms of Reference);
- 6.1.2 the relevant Participating Body or the Lead Force (as applicable) identified in Schedule 1 (Employment Model) through the colour coding in that Schedule shall be responsible for recruiting to the roles set out as being the responsibility of that Party in accordance with Schedule 1 (Employment Model) and for replacing any individual who leaves that role with a like for like replacement who is capable of and who shall have the necessary experience to undertake that role. Where the diagram in Schedule 1 (Employment Model) identifies roles within Europol, the National Crime Agency shall have prime responsibility for identifying candidates for that role, who are then subject to recruitment processes by Europol (who the Parties acknowledge is not a party to this Agreement);
- 6.1.3 each of the Parties referred to in the Terms of Reference shall comply with their obligations set out in those Terms of Reference and by the dates set out in those Terms of Reference;
- 6.1.4 the Participating Bodies and the Lead Force shall work together to deliver the individual projects which are set out in Schedule 2 (Outline of Groups) and as further described in Schedule 5 (Terms of Reference);
- 6.1.5 none of the Parties to this Agreement may use the Grant for any activities other than for the Programme, or as otherwise approved by the Lead Force or the Strategic Oversight Board (as applicable); and
- 6.1.6 no Party shall be entitled to receive any external funding in relation to the delivery of the Programme without seeking the consent of the Strategic Oversight Board (as appropriate).

6.2 Each Chief Officer shall be entitled to access training material in relation to the Programme and secure access to an operations repository/ lessons learnt database in relation to the Programme in the manner set out in the Terms of Reference. For the avoidance of doubt, the National Crime Agency and the Gangmasters and Labour Abuse Authority shall not be entitled access to such training materials without receiving an applicable licence from the College of Policing.

6.3 In the event that a Participating Body or the Lead Force fails to discharge its responsibilities set out in this Agreement, any Party to this Agreement shall be entitled to refer their concerns to the Strategic Oversight Board to determine the appropriate steps which should be taken.

## **7. IT SYSTEM**

7.1 The Lead Force is responsible for providing IT equipment for all staff and officers who are either directly employed by or seconded to the Lead Force. Staff and officers who are

employed by or seconded to another organisation namely, a Participating Body; Europol; and Immigration Enforcement will be provided with IT equipment from their respective organisation.

## **8. MONITORING REPORTS AND MILESTONES**

- 8.1 The Lead Force and the Participating Bodies shall use all reasonable endeavours to work together to achieve the Programme Milestones by the dates next to those Programme Milestones in the Project Plan or such other dates as are directed by the Lead Force or the Home Office. Each Participating Body shall provide such information in relation to those Programme Milestones as is required by the Lead Force.
- 8.2 The Lead Force and each Participating Body shall report against progress in relation to these Programme Milestones and the other obligations set out in the Terms of Reference to the Delivery Group on a monthly basis or as otherwise directed by the Strategic Oversight Board.
- 8.3 If a Participating Body fails to achieve a Programme Milestone by the date set out next to that Programme Milestone in the Project Plan, the issue shall be escalated to the Delivery Group in the first instance. The Delivery Group shall put steps in place to seek to ensure that the relevant Programme Milestones are achieved as soon as reasonably practicable and shall agree a final date by which the Programme Milestone must be achieved (the "Final Date"). If the Programme Milestone has still not been achieved by the Final Date, the issue shall be escalated to the Strategic Oversight Board who shall put steps in place and an action plan which shall be complied with by the relevant Parties to seek to resolve the delay. If the issue remains unresolved following the escalation to the Strategic Oversight Board, the Parties acknowledge that the Lead Force may be required to report such non-compliance to the Home Office through the six monthly monitoring report. If a Party has caused a Programme Milestone to not be achieved by the relevant Programme Milestone Date (through its own acts, omissions, defaults or negligence), that Party shall, subject to clauses 26.1, 26.2, 26.3 and 26.7, be solely responsible for any Liability arising as a result of that breach.

## **9. GOVERNANCE AND ACCOUNTABILITY**

- 9.1 The Lead Force shall ensure that the Chair of the Strategic Oversight Board establishes the various boards that are referred to in Schedule 3 (Governance) and shall be responsible for the oversight of the Programme and the terms of this Agreement.
- 9.2 The Lead Force shall procure that the Strategic Oversight Board, the MS Programme Board and the Delivery Group are constituted and operated and conduct their business in accordance with the terms of this Agreement, relevant Legislation and the governance arrangements set out in Schedule 3 (Governance).
- 9.3 This Agreement does not change the powers of the Secretary of State to rescind or request amendments to any collaboration agreement under section 23G and 23H Police Act 1996 (as amended.)
- 9.4 The Governance Boards shall be established to have oversight of the decisions of the various individuals engaged in the Programme and to recommend courses of action to the Participating Bodies and Lead Force in relation to the Programme. The Parties agree that the Lead Force and the other Parties are not bound to comply with the decisions made by the Governance Boards but shall use all reasonable endeavours to take account of the guidance and recommendations made by the Governance Board in order to seek to achieve the Objectives.
- 9.5 The Parties shall comply with any directions given by the Home Office and with any directions regarding how the Grant should be used and the Lead Force shall use reasonable endeavours to notify the Parties of any directions given by the Home Office.
- 9.6 The Parties acknowledge and agree that not every Party is a member of the Strategic Oversight Board, the MS Programme Board or the Delivery Group but that the Senior Responsible Officer, the Modern Slavery APCC Lead and the senior policing representative appointed to speak collectively on behalf of the ROCUs shall be empowered to take any issues raised by the other Parties to this Agreement (as appropriate) to the appropriate Governance Board. The Lead Force shall procure that all documentation in relation to a

meeting of the Strategic Oversight Board shall be available on the NPCC Chief's net (which can be accessed by Policing Bodies and Chief Officers) within five (5) Business Days prior to any meeting of the Strategic Oversight Board and any Party shall be entitled to raise any issues, concerns or suggestions with an appropriate member of the Strategic Oversight Board who shall use reasonable endeavours to raise the issue at the Strategic Oversight Board.

- 9.7 The Parties shall have the opportunity to review any documentation in relation to a meeting of the Strategic Oversight Board and:

9.7.1 (in the case of a Policing Body) raise any concerns with the Modern Slavery APCC Lead; and

9.7.2 (in the case of a Chief Officer) raise any concerns with the NPCC Modern Slavery Lead/Chief Officer of the Lead Force.

who shall raise any issues or concerns with the Strategic Oversight Board.

- 9.8 Any Party shall be entitled to dial into any meeting of the Delivery Group if they consider this appropriate in order to raise any issues or concerns.

10. **CHAIR OF THE STRATEGIC OVERSIGHT BOARD, SENIOR RESPONSIBLE OFFICER AND THE POLICE MS TRANSFORMATION MANAGER**

- 10.1 As at the date of this Agreement, the Chair of the Strategic Oversight Board shall be the person set out in Schedule 3 (Governance), who may be replaced by agreement of the Strategic Oversight Board from time to time.

- 10.2 The Senior Responsible Officer shall be entitled to make the following decisions without having to seek the consent or approval of the Strategic Oversight Board:

10.2.1 re-scheduling the activities which are being undertaken by the various Modern Slavery Teams;

10.2.2 prioritising and re-prioritising work in relation to the Programme if this involves re-allocation of resources between approved work-streams;

10.2.3 signing off the Programme Milestones;

10.2.4 day to day decision making that does not fall within any of the responsibilities of the Strategic Oversight Board set out in paragraph 1.3 of Schedule 3 (Governance); and

10.2.5 decision making into what each of the Modern Slavery Teams are required to do on a day to day basis.

- 10.3 The Senior Responsible Officer shall develop and recommend strategies to be implemented and approved by the Strategic Oversight Board.

- 10.4 The Senior Responsible Officer shall be entitled to delegate the matters referred to in clause 10.2.4 to the Police Transformation Unit Commander, Head of JSTAC, Head of UK Liaison Bureau or the Programme Director.

11. **CHIEF CONSTABLES DIRECTION AND CONTROL AND PARTNER AGENCY CONTROL**

- 11.1 Subject to clause 11.2, each Chief Officer of a Participating Body or the Director General in relation to the National Crime Agency shall have legal Direction and Control and legal liability for police officers and all staff who are members of their force or the National Crime Agency (as applicable).

- 11.2 Each police officer or member of staff working within a Modern Slavery Team shall be required by their original appointing Chief Officer ("Employing Chief Officer") to work to the instruction of the Chief Officer of the Lead Force or the Chief Officer or the Director General of the Participating Body (as applicable) that such police officer or member of support staff is seconded to ("Seconded Chief Officer"). Where a police officer or member

of staff working in a Modern Slavery Team is seconded to a Seconded Chief Officer (the "Seconded Staff Member"), day to day management and day to day Direction and Control shall be the responsibility of the Seconded Chief Officer (further details of which are set out in Schedule 1 (Employment Model) and Schedule 5 (Terms of Reference). Where an issue in relation to health, performance, misconduct, grievance and capability or any other similar employment matter arises, the Seconded Chief Officer shall discuss with the Employing Chief Officer, how such circumstances shall be managed and the Seconded Chief Officer and the Employing Chief Officer shall share the responsibility for maintaining the Seconded Staff Members health, safety, welfare and wellbeing while such Seconded Staff Member is on secondment.

11.3 Where a police officer or member of police staff is seconded to the Lead Force or to a Participating Body, the Employing Chief Officer or Police and Crime Commissioner (as applicable) shall remain responsible for their pay, welfare, pensions and other service matters.

11.4 Where a Participating Body or the Lead Force has agreed to have a police officer or member of police staff seconded to it for the purposes of this Agreement, Secondment Agreements have been agreed between the Employing Chief Officer and the relevant Seconded Chief Officer setting out the standards which will apply to such police officers or members of police staff and details of the work to be carried out. The Employing Chief Officer and the Seconded Chief Officer shall procure that the relevant police officer or member of police staff shall comply with the terms of such Secondment Agreement.

11.5 Where this clause 11 refers to police officers and police staff, for the avoidance of doubt, this shall also include any officers and/or staff of the National Crime Agency.

## 12. **PARTICULAR EXPECTATIONS AND REQUIREMENTS OF PARTICIPATING BODIES AND THE LEAD CHIEF OFFICER**

12.1 Each Party warrants that it has the full power, capacity and authority to enter into, perform and comply with its obligations under this Agreement.

12.2 The Participating Bodies and the Lead Chief Officer shall work together collaboratively, with local and national units and where applicable with partner agencies to co-ordinate the Resources to support the Programme.

12.3 The Participating Bodies and the Lead Chief Officer shall use the funding provided through the Grant in accordance with the Grant Agreement.

12.4 The Participating Bodies and the Lead Chief Officer shall provide such information (including intelligence) as is required for achieving the Objectives including for the purposes of tasking and coordination, budget setting, performance reporting, strategy and policy setting as required by the Delivery Group and as may be further required to allow the obligation in the Terms of Reference to be achieved.

12.5 Each Participating Body and the Lead Force shall use all reasonable commercial endeavours to maintain the number of staff who are their responsibility as set out in Schedule 1 (Employment Model) and who have the relevant qualifications and experience to deliver the Programme and that such persons have the necessary training to be able to deliver their role for the benefit of the Programme.

12.6 Each Participating Body and the Lead Chief Officer shall be responsible for ensuring that police officers and members of police staff under their Direction and Control (further details of which are set out in clause 11) are made aware of and observe statutory and non statutory guidance which shall include the College of Policing guidance and the College of Policing's Authorised Professional Procedure.

12.7 Where this clause 12 refers to police officers and police staff, for the avoidance of doubt, this shall also include any officers and/or staff of the National Crime Agency.

## 13. **SUPPORT SERVICES**

13.1 Each Participating Body and the Lead Force shall provide the Support Services which are required to support the responsibilities of that Participating Body or the Lead Force and any staff which that Participating Body or the Lead Force is responsible for (including any

Seconded Staff Members). The cost of such Support Services shall be provided from within the overall budget of that Participating Body and no additional payment shall be made to any Participating Body for the provision of such Support Services under the terms of this Agreement.

- 13.2 The Lead Force shall provide the Support Services to support the Lead Force in its role of leading the Programme and the Lead Force shall be reimbursed for the cost of providing those Support Services in accordance with clause 16 (Funding).

#### 14. **ASSETS**

- 14.1 Where any funds are provided to a Participating Body or the Lead Force under the terms of this Agreement for use by that particular Participating Body or Lead Force, and are spent on assets, that Participating Body or Lead Force (as appropriate) shall:

14.1.1 maintain an asset register of such assets which shall record as a minimum (i) the date the item was purchased; (ii) the price paid; and (iii) the date of disposal;

14.1.2 provide proof of insurance cover for the useful life of the asset (unless such Participating Body self insured); and

14.1.3 make the assets available for inspection,

and the Participating Bodies acknowledge that such provisions are required to be passed down to the Participating Bodies due to the terms of the Grant Agreement.

- 14.2 If a Participating Body has acquired assets for the purposes of this Agreement which have been funded from the Grant, that Participating Body shall:

14.2.1 seek approval prior to disposal of any of the assets; and

14.2.2 return proceeds of sale of such assets to the Lead Force who the Parties acknowledge shall in turn return such proceeds of sale to the Home Office pursuant to the terms of the Grant.

- 14.3 If a Participating Body requires any assets for the purposes of the Programme (which, as at the date of this Agreement, is intended to be limited to laptops and associated IT equipment), that Participating Body shall seek the consent of the Senior Responsible Officer prior to the purchase of such assets. The Participating Body shall purchase such assets and the Lead Force shall reimburse the Participating Body for the cost of those assets which have previously been approved by the Senior Responsible Officer. The Participating Body shall be entitled to use such assets for the Term.

- 14.4 The lien in the assets shall require any Participating Body who has purchased assets under the terms of this Agreement to undertake all necessary maintenance and upkeep activities including but not limited to insurance, routine inspection, testing, maintenance, repair and refurbishment.

- 14.5 Each Participating Body who has purchased assets shall maintain records in relation to items which require active maintenance and will make them available to the Lead Force on reasonable request.

- 14.6 Upon the expiry or termination of this Agreement, any assets purchased pursuant to this clause or purchased for the sole purpose of the Programme, shall be returned to the Lead Force (unless otherwise agreed between the Parties or the Strategic Oversight Board at the time).

#### 15. **NOT USED.**

#### 16. **FUNDING**

- 16.1 The Parties agree that all payments for the Programme and the Modern Slavery Teams shall be funded solely from the Grant. The Lead Force shall have no obligation to pay any

monies to the Parties in excess of the Grant monies which have been received by the Lead Force and any payment to the Participating Bodies pursuant to this clause 16 shall be subject to and conditional upon receipt of the Grant by the Lead Force.

- 16.2 The Parties acknowledge that the Grant covers a three year period from 2016/17 to 2018/2019. The activity in 2016/2017 was covered by memorandum of understandings with the Lead Force. The activity in 2017/2018 and 2018/2019 is covered by the terms of this Agreement.
- 16.3 The Parties have agreed an outline budget for the Financial Year 2017/2018 in relation to the Programme which is set out in Schedule 6 (Budget).
- 16.4 The budget and the amounts to be paid to each of the Participating Bodies by the Lead Force for carrying out their obligations under this Agreement shall be agreed in accordance with paragraph 5 of Schedule 3 (Governance).
- 16.5 The Lead Force shall procure that the Strategic Oversight Board shall seek to agree a budget for the Financial Year 2018/2019.
- 16.6 The payment by the Lead Force to the Participating Bodies pursuant to this clause shall be made in arrears in accordance with the remaining provisions of this clause.
- 16.7 Subject to clause 16.1, 16.4, 16.6, 16.8 and 16.9 each Participating Body shall be entitled to be reimbursed by the Lead Force for the expenditure and costs actually incurred by that Participating Body in relation to performing its responsibilities in relation to the Programme up to the level of the Approved Budget for that Participating Body. Payment shall only be made by the Lead Force upon the relevant Participating Body providing evidence to the Lead Force of the actual costs incurred by that Participating Body and up to the Approved Budget for that Participating Body.
- 16.8 If a Participating Body or the Lead Force has expended money in excess of the Approved Budget for that Participating Body or Lead Force or anticipates that it will need to spend monies in excess of the Approved Budget for the Participating Body or Lead Force, such Lead Force or Participating Body shall notify the Programme Director, MS Programme Board or the Strategic Oversight Board (as appropriate) as soon as reasonably practicable after the Lead Force or Participating Body becomes aware of the potential or actual overspend including the reasons as to why the overspend has occurred. Such excess expenditure shall not be paid by the Lead Force to the relevant Participating Body unless, and subject to clause 18.7, such increase in the budget has been agreed by the MS Programme Board or the Strategic Oversight Board (as appropriate) and, until approved, any excess shall be for the account of the Participating Body or Lead Force (as appropriate) who has overspent.
- 16.9 It is anticipated that the Lead Force shall receive payment of the relevant proportion of the Grant:
  - 16.9.1 by 31st December 2017 for the expenditure period April 2017 to September 2017; and
  - 16.9.2 by 28th June 2018 for the expenditure period October 2017 to March 2018,and the Lead Force shall notify each of the Participating Bodies whether it is in receipt of such Grant:
  - 16.9.3 by 5th January 2018 for the expenditure period April 2017 to September 2017; and
  - 16.9.4 by 6th July 2018 for the expenditure period October 2017 to March 2018.
- 16.10 Following confirmation by the Lead Force that it is in receipt of the Grant in accordance with clause 16.9, each Participating Body shall be entitled to issue an invoice to the Lead Force for actual expenditure incurred by the Participating Body in relation to the Programme by:
  - 16.10.1 12th January 2018 for the expenditure period April 2017 to September 2017; and

- 16.10.2 by 13th July 2018 for the expenditure period October 2017 to March 2018,
- and the Lead Force shall, subject to clause 16.1, pay the Participating Body the amount set out in the invoice up to the amount of the Approved Budget for that Participating Body (as amended) pursuant to clause 16.8 within twenty-eight (28) days of receipt of that invoice.
- 16.11 If there is a delay in the Lead Force receiving the relevant proportion of the Grant, the dates set out in clauses 16.10.1 and/or 16.10.2 (as applicable) shall be delayed by an equivalent time period to reflect the delay in receipt of the Grant by the Lead Force.
- 16.12 Subject to clause 16.1, the Lead Force shall be entitled to retain any amounts from the Grant which have been incurred by the Lead Force in relation to the Programme up to the amount of the Approved Budget for the Lead Force.
- 16.13 If the Lead Force is unable to make payment to a Participating Body pursuant to this clause 16 as a result of the Lead Force not receiving the Grant each Policing Body and Additional Party shall share in any expenditure which has been incurred by the Lead Force or a Participating Body in carrying out their obligations under this Agreement up to the amount included in the Approved Budget in accordance with the Agreed Liability Share and the Lead Force shall notify each Policing Body and Additional Party of this as soon as reasonably practicable. The Lead Force shall use reasonable endeavours to enforce any rights it has against the Home Office to seek to recover payment of the Grant.
- 16.14 If an element of the Grant has not been received by the Lead Force as a result of a Participating Body having failed to comply with a condition of the Grant, the Lead Force shall not be obliged to pay the relevant element of the Grant to that Participating Body.
- 16.15 If it is determined by the Strategic Oversight Board that any income is required in excess of the Grant, the Strategic Oversight Board shall consider:
- 16.15.1 whether the Lead Force should seek additional funding from the Home Office; or
- 16.15.2 subject to clause 18.7, how any other funding should be shared between the Parties; or
- 16.15.3 whether this Agreement should terminate.
- 16.16 If it is agreed by the Strategic Oversight Board that this Agreement should extend beyond 31st March 2019, the Lead Force shall use reasonable endeavours to seek additional funding from the Home Office.
- 16.17 The Parties shall give all assistance to the Lead Force which is required by the Lead Force in seeking any additional funding.
- 16.18 The Parties shall:
- 16.18.1 assist the Chief Officer of the Lead Force in proving to the Home Office that the Programme is continuing to meet its strategic and funding objectives. The Parties to acknowledge that without this confirmation, receipt of the Grant from the Home Office for the following Financial Year may be withdrawn;
- 16.18.2 not do anything to place the Lead Force in breach of the terms of the Grant Agreement;
- 16.18.3 unless otherwise agreed pursuant to clause 16.8, not spend monies in excess of the Approved Budget for the relevant Participating Body;
- 16.18.4 use any funding which is provided to it pursuant to this clause 16 solely for the purposes which are set out in accordance with the terms of this Agreement;
- 16.18.5 provide quarterly budget reports to the Lead Force and within the timescales which are required by the Lead Force;



- 16.18.6 provide the information set out in Schedule 7 (Reporting Information) to the Lead Force on the dates set out in Schedule 7 (Reporting Information);
- 16.18.7 notify the Lead Force if any underspend of the Grant is forecast.
- 16.19 If any monies need to be paid back under the terms of the Grant to the Home Office which have been paid to a Participating Body pursuant to the terms of this Agreement, then the Participating Body shall pay any appropriate amounts back to the Lead Force which the Lead Force shall then in turn pay back to the Home Office.
- 16.20 Any resources provided from the National Crime Agency shall fall outside of this agreement and, save for the Lead Force, shall not be used by any other Party to this Agreement.
- 17. **ADMISSION OF NEW PARTNERS**
- 17.1 Further partners may be added to this Agreement by the approval of the Strategic Oversight Board.
- 17.2 As at the date of this Agreement, the Parties to this Agreement are listed as being the "Parties" at the front of this Agreement.
- 17.3 If any additional party wishes to become a party to this Agreement and it is agreed by the Strategic Oversight Board that such party should participate in this Agreement (the "New Party"):
  - 17.3.1 this Agreement shall be updated to include the New Party; and
  - 17.3.2 the New Party shall enter into a deed of accession in the form set out in Schedule 8 (Deed of Accession) and shall become a party to this Agreement. The Strategic Oversight Board shall also determine whether that New Party is also to be included in the definition of Participating Body in which case that New Party shall be bound by the terms of this Agreement both as a Party to this Agreement and also as a Participating Body.
  - 17.3.3 The New Party shall be bound by this Agreement in all respects as if it had been an original party to this Agreement in such capacity.
- 17.4 In such circumstances:
  - 17.4.1 the Parties shall agree whether there needs to be any change to the Approved Budget;
  - 17.4.2 the Strategic Oversight Board shall determine whether there needs to be any adjustment to the Agreed Liability Share; and
  - 17.4.3 whether any other amendments shall be made to the terms of this Agreement.
- 18. **REVIEW OF PROJECT ARRANGEMENTS AND VARIATION TO THE TERMS OF THIS AGREEMENT**
- 18.1 The Programme, the Modern Slavery Teams and the terms of this Agreement shall be monitored and reviewed and decisions in relation to the Programme shall be made in accordance with the governance model which is included at Schedule 3 (Governance).
- 18.2 It is agreed that this Agreement is in conjunction with s.23FA and s.23(G)(4) of the Police Act 1996 and that the terms of this Agreement can be amended at any time by written agreement between the Parties.
- 18.3 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 consultation with the Governance Boards to accommodate:
  - 18.3.1 changing demands;
  - 18.3.2 any changes in Legislation;

- 18.3.3 the practical requirements and day to day running of the Programme; and
  - 18.3.4 any requirements of the Senior Responsible Officer or the Strategic Oversight Board.
- 18.4 If there is any change in Legislation which means that a Party incurs an additional cost in carrying out its obligations under this Agreement, then provided that such Party can demonstrate such additional costs to the Lead Force (on an open book basis), each Policing Body and Additional Party shall share in the additional costs in accordance with the Agreed Liability Share and the Lead Force shall notify each Policing Body and Additional Party of any additional costs as soon as reasonably practicable upon becoming aware of such costs.
- 18.5 Without prejudice to clause 18.7, if it is determined that a Party does not have the power to enter into this Agreement, the Agreed Liability Share shall be adjusted so as to share the liability of the party who did not have the power to enter this Agreement between the remaining Policing Bodies and Additional Parties, by an amount proportionate to the Agreed Liability Share of the remaining Parties and such that the revised Agreed Liability Share shall equal 100% .
- 18.6 Subject to clause 18.7, the terms of this Agreement may be amended with the approval of the Strategic Oversight Board.
- 18.7 If an amendment is required to:
- 18.7.1 extend the terms of this Agreement pursuant to clause 4.2;
  - 18.7.2 the financing of this Agreement;
  - 18.7.3 the Agreed Liability Share;
  - 18.7.4 the recruitment or employment responsibilities of a particular Party; or
  - 18.7.5 the governance arrangements which are set out in Schedule 3;
- then this will require the written approval (such approval not to be unreasonably withheld or delayed) of each of the Parties to this Agreement who are affected or impacted by the relevant change. Where a Party is specifically represented on the Strategic Oversight Board and the Strategic Oversight Board approves the relevant change, that Party shall be deemed to have given its approval to the relevant change. If any Party fails to respond to a request to amend the terms of the Agreement set out above within such reasonable period as is specified by the Lead Force at the time, such Party shall be deemed to have given its approval.
- 18.8 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the Strategic Oversight Board provided that if there is an amendment which falls within clause 18.7, the Strategic Oversight Board shall not be entitled to document the amendment until the approval of all of the Parties has been received in accordance with clause 18.7.
- 19. EXTENT OF GENERAL AGREEMENT**
- 19.1 Where the Agreement does not deal with a pertinent issue to the conduct or management of the Programme, the issue shall be agreed in writing by the Parties and if necessary may result in a variation to the terms of this Agreement.
- 20. TERMINATION OF AGREEMENT**
- 20.1 No Party shall be entitled to exit the terms of this Agreement prior to its expiry or earlier termination.
- 20.2 This Agreement may be terminated by the Secretary of State pursuant to s.23H of the Police Act 1996 or by joint agreement of the Parties.
- 20.3 Notwithstanding the provisions of clause 4 (Commencement Date), this Agreement will terminate automatically on the earlier of:

- 20.3.1 termination of the Grant in accordance with its terms;
  - 20.3.2 the date on which the Programme runs out of funds as set out under clause 20.4 and where it is determined that no further grant should be applied for; and
  - 20.3.3 31st March 2019 or such later date as is agreed between the Parties in accordance with clause 4.2.
- 20.4 If the Lead Force becomes aware that the funding provided in relation to the Grant has been spent or part of the Grant is withdrawn meaning that there shall be no funding for the Programme or the Modern Slavery Teams, the Lead Force shall notify the Parties and the Strategic Oversight Board as soon as reasonably practicable upon becoming aware of this issue. In such circumstances, the Strategic Oversight Board shall determine whether:
- 20.4.1 this Agreement should terminate automatically upon the date on which the Programme runs out of money; or
  - 20.4.2 whether the Home Office should be approached and a further grant should be applied for.
- 20.5 The Lead Force and the Participating Bodies shall have no obligation to comply with their obligations in this Agreement if the funding provided under the Grant has been exhausted.
- 20.6 If:
- 20.6.1 this Agreement is anticipated as being terminated on 31st March 2019 or such later date as is agreed pursuant to clause 4.2, then within forty (40) Business Days prior to the anticipated date of termination; or
  - 20.6.2 this Agreement is terminated for any other reason save as specified in clause 20.6.1, then as soon as reasonably practicable following becoming aware that this Agreement shall terminate,
- the Strategic Oversight Board shall agree an exit strategy (the "Exit Strategy") which shall include details of:
- 20.6.3 how the responsibility for providing functions that support the policing response to Modern Slavery shall be transitioned to an alternative body so that the Objectives can continue to be achieved;
  - 20.6.4 how any future response to Modern Slavery should be funded which the Parties shall use reasonable endeavours to procure shall be funded by way of grant funding;
  - 20.6.5 whether any of the posts as set out in Schedule 1 (Employment Model) should be retained and if not, what shall happen to these individuals, and how the Parties shall deal with the response to Modern Slavery going forward.
- 20.7 Any costs in relation to the transitioning of the Programme, the development of the exit strategy and any other costs in relation to the termination of this Agreement, shall be shared between the Parties in accordance with the Agreed Liability Share.
- 20.8 The following clauses shall survive the termination of this Agreement: clauses 21 (Records) 22 ((Audit and Inspection) 26 (Liabilities) 25 (Provision of Information) 32 (Dispute Resolution) 34 ((Governing Law) 41 (Confidentiality).
- 21. RECORDS**
- 21.1 Each of the Lead Force and the Participating Bodies shall keep adequate and comprehensive records and accounts to enable it to perform its obligations under this Agreement and to meet its statutory obligations and to comply with any requests from third parties. For these purposes, such records shall be freely available to the other Parties to this Agreement and the Strategic Oversight Board and such records shall be managed on a regular basis by the Programme Support Team. In particular, the Lead Force and each Participating Body shall:

- 21.1.1 maintain and operate effective monitoring and financial management systems;
  - 21.1.2 keep a record of expenditure funded through the terms of this Agreement and retain all accounting records relating to this for a period of at least six (6) years after the end of the date of this Agreement. This shall include: original invoices; receipts; minutes from meetings; accounts; deeds and any other relevant documentation whether in writing or electronic form.
- 21.2 In addition to the requirements set out in clause 21.1, each Participating Body shall:
- 21.2.1 provide to the Lead Force certified copies of accounting documentation justifying income and expenditure incurred by the Participating Body in relation to the Programme;
  - 21.2.2 provide an annual declaration, signed by each Participating Body's treasurer, setting out how the money was spent; and
  - 21.2.3 provide a signed undertaking that Participating Body will retain such documents for the period set out above.
- 21.3 The Lead Force shall provide an annual written statement, signed by the Lead Force and the Lead Force's treasurer, indicating that all expenditure is for the purpose set out in the Grant Agreement.
- 21.4 On the termination or expiry of this Agreement, the Party retaining any record shall provide for a reasonable period of time, free access (including the Management of Police Information Guidance) to the other Parties to such records insofar as they relate to the period of this Agreement.
- 22. AUDIT AND INSPECTION**
- 22.1 Each Participating Body, without charge, will permit any officer of the Lead Force or the Home Office or external auditing bodies (e.g.: European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, to visit its premises and/or inspect any of its activities and/or examine and take copies of the relevant Participating Body's books of account and such other documents or records as may relate to the use of the Grant.
- 22.2 Each Participating Body shall supply the Lead Force and/or the Home Office with all such financial information, as is reasonably requested from time to time, on an open book basis.
- 22.3 Any money spent under the terms of this Agreement shall be identified separately in each of the Participating Body's audited accounts.
- 23. LAWFUL CONDUCT**
- 23.1 Each Participating Body and the Lead Force must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all of the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities under this Agreement effectively, safely and in conformance with any applicable law from time to time being in force (so far as is binding on the Lead Force and/or a Participating Body.)
- 23.2 Each Participating Body must take all reasonable steps to ensure that it shall not bring the Home Office, the Programme or anyone else into disrepute for instance by prejudicing the "Objectives" or being contrary to the interests of the Home Office or the Lead Force.
- 24. POLICIES AND PROCEDURES**
- 24.1 Subject to clause 24.2 and 24.4, the Parties shall work together to use reasonable endeavours to ensure that their policies and procedures relevant to the Programme are

reviewed and will seek to achieve single policies and procedures as far as this is practicable and can be agreed.

- 24.2 The Parties all agree and recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These policies and procedures shall be agreed between the Parties on a case-by-case basis at the relevant time.
- 24.3 If it is not possible to have single policies which shall apply to the Programme, the policy of the Programme Lead for the relevant Modern Slavery Team shall apply to the work carried out by that Modern Slavery Team.
- 24.4 The Parties shall have due regard to the College of Policing's Authorised Professional Procedure guidance and relevant Home Office national guidance and where there is any conflict between policies referred to in this clause, the College of Policing's Authorised Professional Procedure guidance shall apply where this deals with the issue under dispute.

25. **PROVISION OF INFORMATION**

Each Party shall provide such relevant information, documentation, reports and/or clarification as is requested by the Lead Force or the Home Office from time to time and which relates to the Programme or this Agreement and shall provide such information within the requested timescales.

26. **INSURANCE AND LIABILITIES**

- 26.1 The Parties agree that the general principle in this Agreement is that although the Lead Force is leading the Programme, any Liabilities incurred by the Lead Force in relation to the Programme should rest with the Parties to this Agreement and should, unless such Liability is covered by insurance, be shared between the Policing Bodies and the Additional Parties in proportion to the Agreed Liability Share in the manner set out in this clause 26.
- 26.2 Save where set out elsewhere in this Agreement, in respect of any Liabilities arising in relation to the Programme or this Agreement which are not covered by insurance and are incurred by the Lead Force, each Policing Body and each Additional Party shall indemnify the Lead Force in respect of all Liabilities arising in connection with this Agreement and any actions undertaken by the Lead Force in connection with this Agreement (including where such Liability has arisen out of the breach, negligent act or negligent omission or any other act or omission on the part of the Lead Force but not where the Lead Force has failed to comply with its own policies and procedures in which case the Lead Force shall be solely liable for such Liability).
- 26.3 Subject to clause 26.8, to the extent that the Policing Bodies and the Additional Parties have agreed to share in the Liability pursuant to clause 26.2, this Liability shall be shared between the Policing Bodies and the Additional Parties in proportion to the Agreed Liability Share.
- 26.4 Subject to clause 26.8, each Policing Body and each Additional Party shall indemnify the Lead Force for any Liabilities which the Lead Force incurs in relation to the Grant Agreement in accordance with the Agreed Liability Share (including where such Liability has arisen out of the breach, negligent act or negligent omission or any other act or omission on the part of the Lead Force but not where the Lead Force has failed to comply with its own policies and procedures in which case the Lead Force shall be solely liable for such Liability).
- 26.5 Nothing in this clause 26 shall limit the Parties' duty to mitigate their loss.
- 26.6 Subject to clauses 26.1, 26.2, 26.4 26.7 and 26.8, where a Party is in breach of the provisions of this Agreement or has been negligent or has carried out an act or omission (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.
- 26.7 A Defaulting Party shall not be liable under clause 26.6 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 Senior Responsible Officer or one of the

Governance Boards in which case each Policing Body and each Additional Party shall, subject to clause 26.8 share in the Liability in accordance with the Agreed Liability Share.

- 26.8 Where the National Crime Agency is required to indemnify a Party to this Agreement, the liability of the National Crime Agency shall be limited per indemnity claim and in aggregate for all indemnities (as applicable) to the amount set out in the Parliamentary Minute March 2018 attached at Schedule 12 (Parliamentary Minute for NCA). If such limitation on liability means that the Lead Force is not fully compensated for its Liabilities, the Policing Bodies and the Additional Parties (save for the National Crime Agency) shall indemnify the Lead Force for any Liabilities which should have been for the account of the National Crime Agency but for this clause 26.8, in proportion to the Agreed Liability Share (but proportionately adjusted to take account of the fact that the National Crime Agency shall not be sharing in such liability in excess of its cap and with the Agreed Liability Share equalling 100%).
- 26.9 Save where a Party self-insures, each Party shall ensure that it has adequate insurance in place (including but not limited to public liability insurance), and shall provide evidence of such insurance to the Lead Force on request. This includes the loss of personal injury to persons undertaking activities in furtherance of the Programme.
- 26.10 The Lead Force shall ensure that it has adequate insurance in place to cover the activities under this Agreement.
- 26.11 Subject to clause 26.13 and the remaining provisions of this clause above, all employers liability claims, employment tribunal claims, claims brought pursuant to statute or otherwise, raised by or against police officers or police staff/staff working within the Programme will be dealt with by their appointing/employing Chief Constables (unless otherwise agreed) or where statute dictates otherwise. Where this clause 26.11 refers to police officers and police staff, for the avoidance of doubt, this shall also include any officers and/or staff of the National Crime Agency.
- 26.12 In respect of inquests, judicial review, complaints, grievances, conduct issues or other court proceedings arising from joint working under this Agreement or the Programme, the Strategic Oversight Board will agree the way in which those matters will be handled on a case-by-case basis.
- 26.13 The costs of handling any claims shall be dealt with in accordance with the same principles as are agreed set out under this clause 26.
- 26.14 The Parties to this Agreement shall provide all reasonable support, co-operation, information and assistance that any other Party may require in handling, disposing or dealing with a claim in a timely manner.
- 26.15 The Lead Force shall notify the other Parties of any Liabilities arising under this Agreement as soon as reasonably practicable.
- 26.16 This clause 26 shall survive termination of this Agreement.

## **27. INFORMATION MANAGEMENT**

- 27.1 The Parties shall, where they are disclosing or receiving data in relation to this Agreement or the Programme, comply with the provision of the Data Sharing Schedule. As at the date of this Agreement, it is not intended that any of the Additional Parties shall be sharing any data but to the extent that they do, they shall be bound by the terms of the Data Sharing Schedule.

## **28. FREEDOM OF INFORMATION REQUESTS**

- 28.1 The Parties accept that the Policing Bodies are all public authorities for the purposes of Access to Information Legislation, including the Freedom of Information Act 2000, and as such, are individually required to respond to any valid requests made for information held by them.
- 28.2 The Parties further recognise that some Parties to the Agreement may not be subject to some or all of the specific legislation falling under Access to Information Legislation.

Accordingly, any request made under any legislation that any Additional Party is not subject to will be deemed not to be a valid request.

28.3 In the event that any Party to this Agreement receives a valid request, made pursuant to Access to Information Legislation, for:

28.3.1 information relating to the Agreement and/or the Processing of any Agreement Personal Data; or

28.3.2 any request for an internal review of a decision to withhold any or all of the requested information;

they shall promptly notify any other Party to the Agreement that may be impacted by any disclosure of the requested information, of the request and consult with them in respect of:

28.3.3 identifying the potential impact that may arise from the release of any information;

28.3.4 whether there are any potential exemptions that may permit:

28.3.4.1 the withholding of any or all of the requested information; and/or

28.3.4.2 the obligation to confirm or deny holding any or all of the requested information; and

28.3.5 any factors that may be relevant to any public interest test required to be undertaken before a Qualified Exemption can be relied on.

28.4 In the event that a complaint is made to the Information Commissioner's Office, Court or Tribunal in respect of any decision to withhold any requested information in response to an Access to Information Legislation request, the Parties shall co-operate in responding and/or providing supporting evidence to assist the Party subject to the request in responding to such complaint or challenge.

28.5 The Parties acknowledge that the final decision in respect of the disclosure or withholding of information requested under any Access to Information Legislation lies solely with the Party subject to the request.

## 29. **COMMUNICATIONS**

A communications officer shall be appointed by the Lead Force who will support the Programme.

## 30. **VETTING**

30.1 The Parties shall agree that police officers and police staff seeking access to the Parties' systems or information will be vetted to the level required by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.

30.2 The vetting status of police officers or police staff vetted by one police force or partner agency will be accepted by the other so far as is practicable and so far as they are vetted to an equivalent level. Where this clause 30.2 refers to police officers and police staff, for the avoidance of doubt, this shall also include any officers and/or staff of the National Crime Agency.

## 31. **HEALTH AND SAFETY**

Each Party shall be responsible for the Health and Safety of his own police officers and police staff/staff and any other officers and police staff/staff under his Direction and Control as a result of a posting, secondment or otherwise. For the avoidance of doubt, the Lead Force shall be responsible for the health and safety of any officers who are seconded to the Lead Force.

32. **DISPUTE RESOLUTION**

If a dispute arises, the provisions of Schedule 4 (Dispute Resolution Procedure) of this Agreement shall apply.

33. **LEGAL COMPLIANCE**

33.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their police officer, police staff, volunteers and any other individual or individuals working in the Programme in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, and Health and Safety Act 1975.

33.2 Nothing in this Agreement shall affect, fetter or otherwise qualify the operational independence of any of the Parties who are party to this Agreement.

34. **GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and be construed in accordance with English law and without prejudice to the dispute resolution procedure the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

35. **ASSIGNMENT**

35.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of law.

35.2 This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

36. **WAIVER**

36.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.

36.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

36.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

37. **COUNTERPARTS**

37.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

38. **NOTICES**

38.1 Any notices required in relation to the day to day running of the Programme and other operational matters of the Programme shall be dealt with by the Chair and no formal notices shall be issued under the remaining provisions of this clause 38 in relation to such matters.

38.2 Subject to clause 38.3, any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be e-mailed to the recipient at its e-mail address marked for the attention of the Chief Officer or the appropriate Policing Body or other Party to this Agreement (as applicable).

38.3 Any demand, notice or other communication to be served on the Lead Force shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and



shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post, or by email marked for the attention of the Chief Officer or the Policing Body (as applicable) at The Chief Constable of Devon and Cornwall Police, Devon and Cornwall Police Headquarters, Middlemoor, Exeter, Devon EX2 7HQ.

38.4 Any such demand, notice or communication shall be deemed to have been duly served:

38.4.1 if given by e-mail it will be deemed to have been served, subject to clause 38.4.1.1 below, at the time of sending the e-mail, provided that any notice served by e-mail will be confirmed by letter sent by post or delivered personally as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this clause 38.4.1 and clause 38.4.1.1;

38.4.1.1 if an automatic electronic notification is received by the sender within twenty-four (24) hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served;

38.4.2 if sent to that party's address by pre-paid first class post, or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9am on the next Business Day after the date of posting;

38.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 38.4.2), at the time the notice is delivered to or left at that party's address;

38.4.4 if sent by facsimile to that party's facsimile number, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report,

provided that if a notice is deemed to be served before 9am on a Business Day it will be deemed to be served at 9am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 4pm on a Business Day it will be deemed to be served at 9am on the immediately following Business Day.

38.5 To prove service of a notice it will be sufficient to prove that the provisions of clause 38.4 were complied with.

#### 39. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

39.1 Subject to clause 39.2 a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

39.2 This clause does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to her under the terms of this Agreement.

#### 40. **INTELLECTUAL PROPERTY**

40.1 Each Party will retain all Intellectual Property Rights in Material which it has created subject to the terms and conditions of the Grant.

40.2 If any Intellectual Property Rights are created by a Party in carrying out its obligations under this Agreement, that Party shall grant to the Lead Force and/or the Home Office (as appropriate and as agreed at the time) an irrevocable, royalty-free perpetual licence to use and to sub-license the use of any material created by the relevant Party for such purpose as the Lead Force and/or the Home Office shall deem to be appropriate and for the purposes of the Programme.

#### 41. **CONFIDENTIALITY**

41.1 Subject to clause 41.2, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow the other Parties to perform its functions and operate effectively.

41.2 The Strategic Oversight Board shall seek to agree whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons.

41.3 Clause 41.2 shall not apply to:

41.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;

41.3.2 any disclosure required by operation of law, including the Data Protection Act and Freedom of Information Act and Section 23E of the Police Act 1996;

41.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

41.3.4 any disclosure to enable a determination to be made under clause 32 (Dispute Resolution);

41.3.5 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;

41.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

41.3.7 any disclosure by a Party to a department, office or agency of the Government;

41.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

## 42. **EQUALITY AND DIVERSITY**

42.1 The Parties shall and shall procure that their employees agents and sub- contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

42.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement and the Policing Code of Ethics.

## 43. **VAT**

43.1 The Parties consider that the hosting arrangements provided under this Agreement are shared administrative arrangements rather than services and as such it is not anticipated that such hosting arrangements are subject to VAT.

43.2 Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

43.3 The Parties agree that where any Party is uncertain of the VAT treatment of any supply made under the terms of this Agreement, that Party may choose to seek a ruling from HM Revenue & Customs as to the correct VAT treatment of that supply and such Party shall inform the other parties if it does so.

## 44. **SEVERABILITY**

44.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is

consistent with the laws of the jurisdiction and so that the amended clause complies with such laws.

- 44.2 If the Parties cannot agree upon the terms of any amendment or novation within six (6) months of the date upon which a clause is determined to be illegal or invalid then the Parties agree to submit the terms of the amendment or novation to an expert for determination. The Parties agree that the expert's decision in this respect shall be final and binding.

45. **FURTHER ASSURANCE**

The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

46. **CONTINUANCE IN FORCE**

- 46.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.
- 46.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each Party accrued prior to such expiry or termination.
- 46.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

47. **ENTIRE AGREEMENT**

- 47.1 This Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations, (other than fraudulent representations) warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- 47.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of contract provided that this does not exclude any liability which either party would otherwise have to the other party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for which the remedies available shall be all those available under the law given in this Agreement.

## **SCHEDULE 1**

### **EMPLOYMENT MODEL**

For the purposes of the diagram included in Schedule 1, the colour coding shall be interpreted as follows:

Grey – NCA funded outside the programme

Yellow – NCA funded by the programme

Green – ROCU Host Force / Metropolitan Police Service or seconded to ROCU Host Force / Metropolitan Police Service – funded by the programme

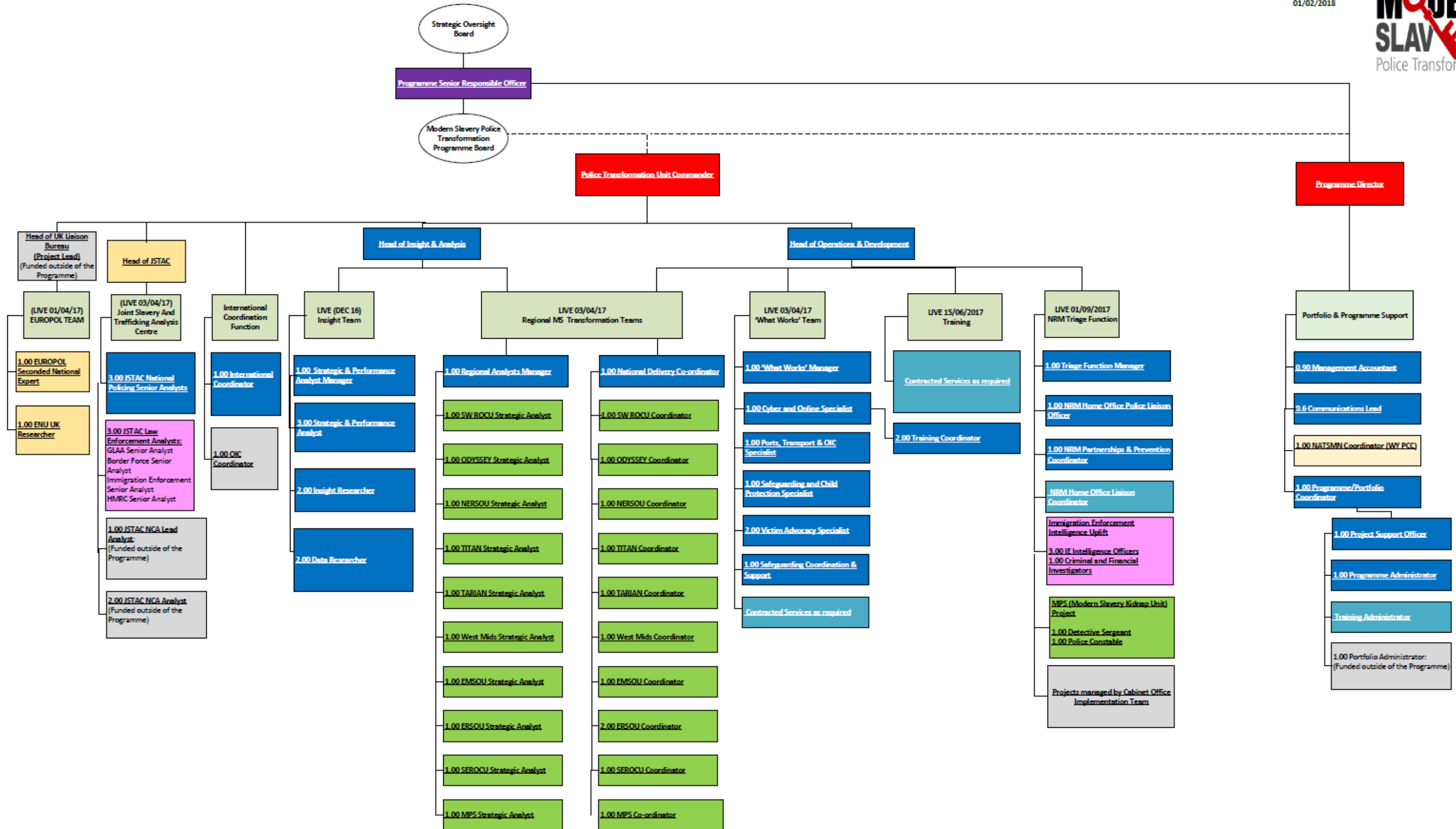
Blue - Lead Force (Devon and Cornwall Police) – funded by the programme

Pink - Additional Parties – funded by the programme

Red – Part funded by the Lead Force and the programme

# Modern Slavery Police Transformation

01/02/2018



## SCHEDULE 2

### OUTLINE OF GROUPS

The Modern Slavery Teams shall be set up as follows:

**The following two teams which will improve the international and national assessment of the threat, and international transfer of intelligence:**

- The establishment of a **UK Modern Slavery Seconded National Expert within Europol** & support within the UK Europol National Office. These functions will deliver an increase in Modern Slavery operational investigation leads to UK police services from Europol, and improve the transfer of intelligence both ways between UK Policing & Europol partners.
- The establishment of a multi-agency **Joint Slavery & Trafficking Strategic Analysis Centre**. Analysts from NCA, policing, and other law enforcement agencies relevant to the threat (currently GLAA, Border Force, HMRC and UKIE) will be tasked by the National Modern Slavery Threat Group to create assessments and analysis to inform policymakers and National Modern Slavery Threat Group agencies.

**The following three teams will work together to improve the golden thread of intelligence up to the JSTAC and to develop the consistency of the police intelligence & investigative response:**

- The establishment of an **Insight Team** who will develop disruption and performance information, develop coordinated intelligence collection strategies in response to the NSIRs and improve the sharing of intelligence and assessed information between police regions.
- The establishment of a **Regional Analytical Function**, embedded within the 9 ROCUs and MPS, delivering a stronger flow of information from local to national; debriefing investigations, embedding the national strategic intelligence requirements and delivering thematic assessments in response to hypothesis posed by the centre.
- The establishment of a **Regional Tactical Coordination Officer** function, embedded within the 9 ROCUs and MPS, providing specialist investigative advice and support, debriefing investigations, and embedding the national Modern Slavery Action Plan across all Forces.

**The following team will ensure, in the short term, the smoother transfer of NRM referrals to and between Police Forces and consolidated intelligence development activity:**

- The establishment of a Police and Immigration Enforcement **NRM Police Triage Function** teams and projects to improve the intelligence yield from complex (historic, overseas, or containing vague information) NRM referrals, and to establish a process where joint intelligence packages inform and accompany these referrals into UK Forces, and by which international referrals are transferred internationally via International Crime Bureau.

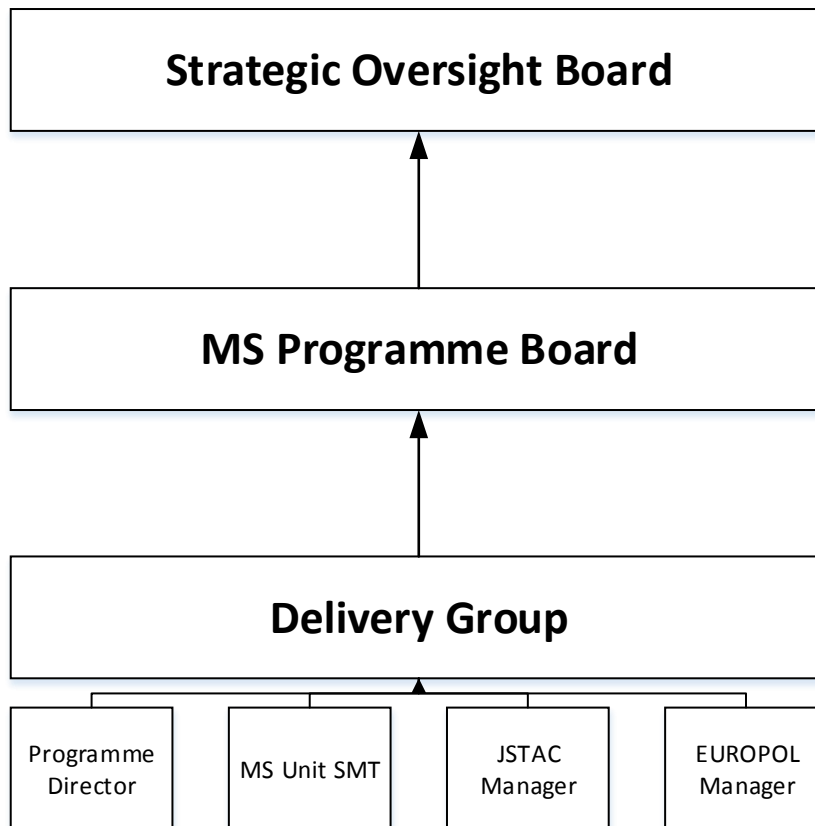
**The following teams will improve police practice, investigations and activity:**

- The establishment of a **What Works Team of subject matter experts** to build an evidence base, policy and guidance surrounding complex elements of Modern Slavery investigations, including but not limited to Financial, Cyber, Ports, Disruption, Victim Advocacy. This team will operate across the UK actively debriefing and evaluating good practice, supporting the development of disruption, prevention and training activity and informing intelligence collection strategies including engagement with key sectors.
- The establishment of processes to improve access for investigators to **expert prosecution (civil and criminal) advice**, to escalate challenges where advice is disputed and to track lessons learnt about Modern Slavery cases across the criminal justice system as further described in the What Works Terms of Reference in Part 6.

- The establishment of a **national training coordination function** to develop, roll out and track delivery of training packages to improve specific skills for investigators/police family.

## SCHEDULE 3

### GOVERNANCE



This Schedule sets out the governance structure and terms of reference that will be implemented in order to successfully manage the delivery of the Programme.

#### 1. **Strategic Oversight Board (SOB)**

##### 1.1 **Primary Purpose**

To maintain high level strategic oversight of the delivery of the Programme, including all parts of the transformation programme embedded within other agencies, as well as providing leadership, strategic direction and governance to the MS Programme Board meeting, and quality assuring the delivery of the Programme.

The Grant Agreement set the programme tolerances for value for money (VfM), procurement, compliance with programme objectives (Scope), cost, and timescales.

Risk tolerance will be set by the Senior Responsible Officer ensuring that all risks rated 'High' will be submitted to the Strategic Oversight Board for review. The ownership and mitigation of these risks remain under the control of the Senior Responsible Officer and managed by the Programme Director.

##### 1.2 **Key Objectives**

The key objectives of the Strategic Oversight Board shall be to:

- Provide reassurance to the SOB stakeholders that the programme is fully compliant with the Home Office Grant Agreement.



- Escalate any high level risks and / or issues that could affect the Programme's ability to comply with any of the Grant Agreement which could not be mitigated at the MS Programme Board.
- Approve change control papers that detail a significant change of scope in relation to any of the Key Deliverables.
- Provide an opportunity for key stakeholders to identify interdependencies between the programme and their organisation, and / or provide feedback on the future planning and activity to be completed by the Programme.
- Facilitate ad hoc requests from senior stakeholders for briefings on specific elements linked to the programme.
- Facilitate the development and approval of exit strategies for the Lead Force prior to the end of funding period.

### 1.3 **Responsibilities**

The responsibilities of the Strategic Oversight Board shall be:

- 1.3.1 maintain strategic scrutiny and assurance that the operational delivery of the Modern Slavery Police Transformation Unit, including externally embedded workstreams (JSTAC, Europol, IE, MPS & ROCUs) are in line with the Grant Agreement;
- 1.3.2 provide strategic direction and governance to Phase 2 of the Modern Slavery Transformation Programme;
- 1.3.3 to challenge and approve the annual budget to be submitted to the Home Office and any changes to the budget as set out in paragraph 5 of this Schedule 3;
- 1.3.4 to monitor on a quarterly basis the Programme's overall performance by reference to highlight reports and delivery briefings in order to apply assurance, intervention, direction, and control as required.

### 1.4 **Board Administration and Membership**

- 1.4.1 The Strategic Oversight Board will be chaired by Devon and Cornwall Police and Crime Commissioner as the recipient of the Grant or their designated representative.
- 1.4.2 Membership will include:
  - Devon and Cornwall Police and Crime Commissioner
  - Devon and Cornwall Police Chief Constable (SRO)
  - West Yorkshire Police and Crime Commissioner (Modern Slavery APCC Lead)
  - Devon & Cornwall Police, Director of Finance and Resources
  - A senior policing representative appointed to speak collectively on behalf of the ROCUs
  - Programme Director
  - Police Transformation Unit Commander
  - NCA Director (Vulnerability Command)
  - NCA, Head of Analysis, National Assessments Centre
  - Head of the Home Office Modern Slavery Unit
  - Independent Reviewer (Caroline Haughey)
  - MPS Senior Representative
  - Immigration Enforcement Senior Representative
  - Victims Commissioner

- 1.4.3 Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members have authority to represent their organisation at the required level and approve decision papers.
- 1.4.4 All decisions must be agreed by the Devon and Cornwall Police and Crime Commissioner and the SRO and a majority of the remaining members of the board who are in attendance at the meeting.
- 1.4.5 The Strategic Oversight Board will be held on a quarterly basis administered by the Programme Support Team in accordance with The Lead Force's Business Change standard practices.
- 1.4.6 Papers for the Strategic Oversight Board will be distributed five (5) working days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 1.4.7 Notwithstanding paragraphs 1.4.5 and 1.4.6 of this Schedule 3, there may be circumstances that require the Strategic Oversight Board to meet in an emergency.

## 2. **MS Programme Board**

### 2.1 **Primary Purposes**

The primary purpose of the MS Programme Board is to:

- 2.1.1 provide strategic assurance to the SRO that the operational delivery of the workstreams within the Modern Slavery Police Transformation Unit (including externally embedded functions: JSTAC, EUROPOL, IE, MPS, the Police and Crime Commissioner for West Yorkshire) are in line with the Grant Agreement;
- 2.1.2 provide leadership and strategic direction, whilst holding the Modern Slavery Teams to account ensure their outcomes are aligned to the anticipated benefits of the programme and are on track to deliver against agreed timescales;
- 2.1.3 to oversee the delivery of Phase 2 of the Modern Slavery Transformation Programme, with particular focus on identifying exit / continuation strategies prior to the end of the funding period.

### 2.2 **Key Objectives**

The key objectives of the MS Programme Board shall be to:

- provide reassurance to the SRO that resources within the Programme are working collaboratively to achieve the 11 Key Deliverables, and to track their progress against the Project Plans via an overarching delivery update paper.
- Provide an update on the current status of the Programme risk register.
- When required, approve change control papers that detail a change of scope in relation to achieving any of the Key Deliverables.
- Provide a detailed update on the progress of Phase 2 of the Modern Slavery Transformation Programme workstreams, with particular focus on identifying exit / continuation strategies for the Programme.
- Approval of quarterly and annual budget monitoring reports prior to scrutiny at the Strategic Oversight Board.

### 2.3 **Responsibilities**

The responsibilities of the MS Programme Board shall be:

- 2.3.1 to maintain internal strategic scrutiny and assurance that the operational delivery of the Programme (including externally embedded functions: JSTAC, EUROPOL, IE, MPS, Police and Crime Commissioner for West Yorkshire) in accordance with the Grant Conditions;
- 2.3.2 to hold corporate accountability and responsibility for decisions regarding Phase 2 of the Modern Slavery Transformation Programme;
- 2.3.3 to, where possible, resolve strategic issues within the operational units, or those that require the input and agreement of senior stakeholders without escalation to the Strategic Oversight Board;
- 2.3.4 to advise on the allocation of assets required for the successful delivery of the Programme;
- 2.3.5 to define and manage the thresholds for the management of scope, risk, issues, and benefits for the Programme and its constituent work-streams and projects;
- 2.3.6 to ensure the Programme delivers Phase 2 of the Modern Slavery Transformation Programme workstreams within its agreed boundaries to include cost, time, quality, expected and actual benefits;
- 2.3.7 to provide assurance for stability and effectiveness throughout the Programme delivery cycle;
- 2.3.8 to monitor on at least a quarterly basis the Programme's overall performance by reference to highlight reports, programme plans and risk register in order to apply assurance, intervention, direction, and control as required;
- 2.3.9 to manage interdependencies with wider strategic imperatives and national initiatives.

## 2.4 **Meeting Administration and Membership**

- 2.4.1 The MS Programme Board will be chaired by the Chief Constable as the SRO for the Programme or their designated representative.
- 2.4.2 Members will commit to support the SRO within the following areas:
  - To resolve or mitigate risks and issues relevant to their business area and across business areas;
  - To understand and resolve dependencies;
  - To ensure continued viability and integrity of the Programme;
  - To support the application of programme and project standards.

## 2.5 Membership will include:

- Devon and Cornwall Police Chief Constable (SRO)
- A senior policing representative appointed to speak collectively on behalf of the ROCUs
- Programme Director
- Police Transformation Unit Commander
- JSTAC Lead
- EUROPOL Lead
- Police and Crime Commissioner for West Yorkshire Lead
- MPS Project Lead
- Immigration Enforcement Project Lead
- Lead Force OPCC Grant Manager
- Management Accountant

- 2.6 Extra-ordinary invitation to practitioner / specialist leads when required to attend meeting on ad hoc basis (e.g. Legal specialist lead invited to attend for approval of the terms of this Agreement).
- 2.7 Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members are decision makers for their functions at this meeting, including designated deputies when in attendance. The final decision rests with the SRO.
- 2.8 The MS Programme Board will be held on a quarterly basis administered by the Modern Slavery Transformation Programme Team in accordance with the Lead Force's Business Change standard practices.
- 2.9 The formal standing agenda items include:
- Delivery update paper
  - Highlight report, including risk paper
  - Financial monitoring reports
  - Change control papers as required
  - Options and decision papers as required.
- 2.10 Papers for the MS Programme Board will be distributed five (5) Business Days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 2.11 Notwithstanding paragraphs 2.8 and 2.10 of this Schedule 3, there may be circumstances that require the MS Programme Board to meet in an emergency.

### 3. **Delivery Group**

#### 3.1 **Primary Purposes**

The primary purpose of the Delivery Group shall be an information gathering process capturing the operational delivery of the Modern Slavery Police Transformation Unit, JSTAC, EUROPOL, IE, MPS and the Police and Crime Commissioner for West Yorkshire, ensuring that the Key Deliverables are fully adhered to and progress against the Project Plans are tracked.

#### 3.2 **Key Objectives**

The key objectives of the Delivery Group are as follows:

- Each team provides a written report on their progress to date and future plans against the agreed plan to deliver the Key Deliverables.
- Provides an opportunity for each team lead to raise any risks and / or issues that may have an adverse effect on achieving any of the Key Deliverables.
- Ensures transparency throughout the entirety of the programme and provides an opportunity to identify any interdependencies at an early stage.

#### 3.3 **Responsibilities**

The responsibilities of the Delivery Group shall be:

- 3.3.1 to develop and maintain a Project Plan that is in link within the 11 Key Deliverables as set out in the Grant Agreement. The Project Plan can be made available to Participating Bodies upon request;

- 3.3.2 to monitor progress against the Project Plan and report this to the MS Programme Board;
- 3.3.3 to maintain internal scrutiny and assurance that the operational delivery of the Programme is in accordance with the Key Deliverables;
- 3.3.4 to, where possible, resolve or mitigate risks or issues within the operational units without escalation to the MS Programme Board;
- 3.3.5 to identify, define and manage risks, issues and interdependencies throughout the programme.

#### 3.4 Meeting Administration and Membership

- 3.4.1 The Delivery Group will be chaired by the Police Transformation Unit Commander or their designated representative.
- 3.4.2 Membership will include:
  - Police Transformation Unit Commander
  - Programme Director
  - Management Accountant
  - JSTAC Lead
  - EUROPOL Lead
  - Police and Crime Commissioner for West Yorkshire Lead
  - MS Transformation Unit SMT
- 3.4.3 Extra-ordinary invitation to practitioner / specialist leads when required to attend meeting on ad hoc basis.
- 3.4.4 Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members are decision makers at this meeting, including designated deputies when in attendance. The final decision rests with the SRO.
- 3.4.5 The Delivery Group will be held on a quarterly basis administered by the Programme Team.
- 3.4.6 The formal standing agenda items include updates from all externally embedded teams (Europol, JSTAC, IE, MPS), the Modern Slavery Police Transformation Unit, and any change control / discussion papers as required.
- 3.4.7 Papers for the Delivery Group will be distributed five (5) Business Days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 3.4.8 Notwithstanding paragraph 3.4.7 of this Schedule 3, there may be circumstances that require the Delivery Group to meet in an emergency.

#### 4. Ad Hoc Escalation Process for Governance Issues

- 4.1 In certain circumstances, stakeholders both internal and external to the Programme will need to escalate governance or risk issues in an ad hoc way. The table below will detail the different escalation processes depending on the type of stakeholder:

Type Stakeholder	of	1 <sup>st</sup> Escalation Process	2 <sup>nd</sup> Escalation Process	3 <sup>rd</sup> Escalation Process	Final Escalation Process
<b>Force</b>		Relevant unit SMT member	Unit Commander	ACC David Lewis	CC Sawyer
<b>ROCU</b>		Relevant unit SMT member	Unit Commander	ACC David Lewis	CC Sawyer

<b>Other Law Enforcement Agency</b>	Unit Commander / Programme Director	ACC David Lewis	N/A	CC Sawyer
<b>JSTAC</b>	JSTAC Manager	Unit Commander	ACC David Lewis	CC Sawyer
<b>EUROPOL</b>	EUROPOL Manager	Unit Commander	ACC David Lewis	CC Sawyer
<b>NRM Triage Functions (IE/MPS)</b>	NRM Triage Manager	Unit Commander	ACC David Lewis	CC Sawyer
<b>WY PCC</b>	Unit Commander	Programme Director	ACC David Lewis	CC Sawyer

## 5. **Budget Management and Delegated Decision Making**

### **Annual Budget**

- 5.1 The Grant Agreement sets out the approved three (3) year budget allocated by the Home Office. Paragraph 5.6 of the Grant Agreement states that the budget will be confirmed on an annual basis including confirmation that the Programme still meets the strategic/funding objectives of the Home Office. The annual budget (including spending analysed by work-streams and by expenditure type) to be submitted to the Home Office will be approved by the Strategic Oversight Board.

### **Budget Monitoring**

- 5.2 Budget monitoring reports will be submitted quarterly to the MS Programme Board and the Strategic Oversight Board.

### **Management of the Budget**

- 5.3 The Programme Director, supported by the programme accountant will manage the budget on behalf of the SRO and will take responsibility for ensuring compliance with the Home Office grant conditions and for value for money in the use of the Grant. The Programme Director will inform the SRO if any circumstances occur where project expenditure will not be eligible for reimbursement under the grant conditions and the SRO will report this to the Strategic Oversight Board. The time limited nature of the Programme requires timely decision making to ensure that the objectives of the Programme can be delivered within the time frame of the project.

### **Virements**

- 5.4 A virement is a planned reallocation of resources between approved budgets, these provide a degree of flexibility within the overall policy framework determined by the Grant Agreement and the budget approved by the Strategic Oversight Board and therefore to provide the opportunity to optimise the use of resources for emerging needs of the project.

Virements between work-streams and between the expenditure types as set out in the Annual Budget Report will be approved by the SRO up to a value of £100,000 within the MS Programme Board. If the SRO is not in attendance at the Board all virements will be subject to separate approval by the SRO. This delegated approval excludes any contentious items which will be referred both to the Home Office and to the Strategic Oversight Board, the SRO will be responsible for deciding if an item is contentious.

## 6. **Scheduled Reports to the Home Office**

- 6.1 The Programme Director will be responsible for ensuring scheduled reports, as stipulated in the Grant Agreement (Schedule 3), are provided to monitor and track spending, including committed spend, against agreed budgets, and notify the Home Office of any variances.
- 6.2 The reporting schedule for the financial year of 2017/2018 are detailed below:

<b>2017/2018 Financial Year</b>		
	<b>Report</b>	<b>Date Due</b>
1	Project Update	31 <sup>st</sup> July 2017
2	Consolidate Report	20 <sup>th</sup> October 2017
3	Evaluation Report	Autumn 2017 (Date to be confirmed)
4	Project Update	19 <sup>th</sup> January 2018
5	Accruals Update	9 <sup>th</sup> March 2018
6	Consolidated Report	27 <sup>th</sup> April 2018

## **SCHEDULE 4**

### **DISPUTE RESOLUTION PROCEDURE**

#### **1. DISPUTE RESOLUTION**

- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement or the Programme (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
  - 1.1.1 The Chair of the Strategic Oversight Board and other members of the Strategic Oversight Board shall initially seek to resolve any dispute between the Parties;
  - 1.1.2 If the matter cannot be resolved in accordance with paragraph 1.1.1 of this Schedule 4, the matter will be referred to the Head of the Home Office Modern Slavery Unit for advice in resolving the dispute;
  - 1.1.3 If the matter cannot be resolved in accordance with paragraph 1.1.2 of this Schedule within fourteen (14) days, the Chair of the Strategic Oversight Board shall invite one Party to initiate a mediation.
- 1.2 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this Schedule. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.3 The procedure in the Model Procedure will be amended to take account of:
  - 1.3.1 any relevant provisions in this Agreement; and
  - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven (7) days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Police Bodies (having first consulted with them).
- 1.5 The mediation will start no later than twenty-one (21) days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this Schedule is being applied.



## **SCHEDULE 5**

### **TERMS OF REFERENCE**

#### **Part 1   MODERN SLAVERY POLICE TRANSFORMATION UNIT – REGIONAL STRATEGIC ANALYSTS**

## **1. Introduction and Purpose**

This document sets out the terms of reference for the Regional Transformation Team: Regional Strategic Analysts, who form part of the national Modern Slavery Police Transformation Unit. The team of ten Strategic Analysts form an integral part of the Modern Slavery Police Transformation Unit, funded via the Police Reform and Transformation Fund Board. Their purpose is to improve the evidence base that informs the force and regional police decision making about tackling modern slavery locally, and informing the National Insight Team who will use local information to form national assessments and reporting for national policing and government officials.

As a comprehensive terms of reference, this document sets out the Regional Strategic Analysts vision, objectives, scope and deliverables. Key stakeholders, roles and responsibilities are highlighted, along with resource and financial plans.

## **2. Vision and Mission**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted the necessity for a much stronger understanding of the threat of Modern Slavery and the relative success of the impact of police activity on disrupting it, both within and across regions.

The review also identified the limited strategic intelligence contribution made by policing to improve the national threat picture, a finding echoed by the Joint Intelligence Committees report to the Prime Minister.

Each appropriate ROCU Modern Slavery Project Lead shall procure that the Regional Strategic Analysts positioned across the country in each ROCU and the MPS will seek to address these issues, unblocking intelligence and information flows, embedding measures of disruption and carrying out more robust strategic assessments of the threat on a geographic and thematic basis.

The Lead Force shall procure that the Regional Strategic Analysts will have the ability to draw on assets from the wider Modern Slavery Police Transformation Programme functions such as, but not limited to; the What Works Team, the National Insight Team, JSTAC and the Europol Team. The Modern Slavery Police Transformation Unit will provide oversight and support through the Head of Insight and Analysis and the Regional Analysts Manager.

The Head of Insight and Analysis has other responsibilities which will benefit the Regional Strategic Analysts function, in particular to:

- Manage the National Insight Team.
- Develop an analytical community beyond the Transformation Programme funded assets, including force / regional analysts working within the Modern Slavery arena.

### **Vision:**

10 Regional Strategic Analysts providing a robust evidence base about the nature of the threat and police performance in tackling it, to inform local, regional and national decision making.

### **Mission:**

To work with forces and partners to provide accurate, reliable flows of assessed information and intelligence, enabling stronger threat assessments and intelligence led pursue and prevention activity to take place at force, regional and national levels.

## **3. Key Outputs and Service Standards**

The following key outputs and service standards are the basis for funding the Regional Strategic Analysts through this programme. Each ROCU Host Force shall procure that the following key outputs are achieved:

- (a) Provide updates to a national tracker showing all tasking generated through the push or pull commissioning processes outlined in section 6 of this Part 1, giving an auditable record of activity undertaken by regional and national resources.
- (b) Map and strengthen the multi-agency Modern Slavery strategic governance and oversight arrangements, identifying key stakeholders within police/partners operating across the region and build and support effective relationships with them to improve the response to Modern Slavery.
- (c) Provide robust strategic regional / thematic intelligence assessments of the threat in response to central taskings or requests, or by arrangement to inform any regional threat groups or partnerships activity.
- (d) Support the development of strong and sustainable intelligence collection strategies across forces and ROCUs to develop a robust understanding of the local and regional threat picture, and to coordinate responses to NSIRs and national thematic / intensification activity.
- (e) Establish close working relationships with analysts operating in CSE, OIC, County Lines and Ports Policing threat areas, identifying local opportunities for collaboration and reducing gaps between these strategies.
- (f) Map Modern Slavery within existing Serious & Organised Crime Local Partnership activity, and support to improve the assessment of modern slavery that informs these processes.
- (g) Support the embedding of national disruption measures for Modern Slavery at Force and regional level, supporting the standardisation of measures of disruptive impact.
- (h) Support pursue and prevent activity which crosses regional boundaries, connecting forces and areas which are tackling similar threats.
- (i) Improve the intelligence flow from the region to Europol, and back again, increasing the intelligence yield from police activity, and identifying investigative leads for Police Forces.
- (j) Increase trends through population and quality control of the National Operations Database and data matching across Forces and regions, improving understanding of offender methodology and police/prosecution activity.
- (k) Support the strategic debriefing of investigations in ROCUs and forces to harvest relevant information, to help analysts and investigative teams identify and overcome obstacles, and to identify and distribute good practice, ensuring appropriate documentation is completed by forces and quality assured.
- (l) Act as a critical friend to other regional and force Analysts, unlocking networks of support or experience.

### **Project Milestones**

The ROCU Modern Slavery Project Lead and the MS Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

#### **4. Scope**

In order to provide the strongest reporting possible, each ROCU Host Force shall procure that the Regional Strategic Analysts will consider all investigations defined by forces as Modern Slavery. Their reporting will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as
- New and emerging issues.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will seek to proactively harvest information from Forces and other agencies involved in this collaboration and to unlock intelligence flows. They will also consider what learning Force and Regional responses to Modern Slavery can draw from the evidence bases and best practice developed in similar areas of policing or social practice, and actively work to reduce silos between policing portfolios in their region, working closely with their counterparts in Regional Child Sexual Exploitation roles (provided that it is acknowledged that such roles are not funded through the Programme).

#### **5. Core Functions of the Role**

Each ROCU Host Force shall procure that the Regional Strategic Analysts will identify and analyse Modern Slavery activity across force boundaries, ensuring that analysis meets local, regional and national requirements, including those of any regional Modern Slavery threat groups / Serious & Organised Crime Local Partnerships to enable better understanding and targeting of the threat and support decision making accordingly. Assessments produced by the Regional Strategic Analysts should be used to drive the National Modern Slavery Threat Groups (and/or SGG), and Regional Threat Groups activities and improve their understanding of the threat from Modern Slavery within their region.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will develop the regional evidence base around Modern Slavery, actively testing national hypothesis about the nature of the threat, embedding intelligence collection strategies to support the National Strategic Intelligence Requirements and help to target proactive or thematic intensification activity.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will identify trends early and assist the Modern Slavery Police Transformation Unit by highlighting potential opportunities for faster prevention or protection of victims. This will lead to the national development of awareness campaigns, legislative change, and further multi-agency responses.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will provide disruption and performance information, supporting national data/intelligence requirements emanating from the Modern Slavery National Insight Team/JSTAC and other stakeholders, seeking to reduce duplication of requests for information to Forces and improving the sharing of intelligence and information between Forces/Agencies.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will support the collaboration across different types of policing response, including international activity,

Serious Organised Crime, and Counter Terrorism by providing stronger data about people, places and methodologies using the National Operations Database.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will actively develop networks inside and outside of the police service to help forces, ROCUs and national units create stronger evidence bases for decision makers and provide a network of support and advice for force analysts supporting investigations.

## **6. The Tasking Process**

The work programme for the Regional Strategic Analysts will influence, and be influenced by, the outputs from NCA, HMIC, the National Insight Team, JSTAC and the What Works Team. This should ensure that effort is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to Forces either nationally or within their region.

Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers, generating high levels of national top down taskings. As scrutiny increases at Force and regional level it is likely that there will be a significant appetite for reporting that could threaten to overwhelm the Regional Strategic Analysts.

In addition, one of the lessons learnt from the implementation of Regional Strategic Analysts involves the breadth of tasking from ROCUs to Analysts outside of the programmes' main tasking. It must be clear under this agreement that additional tasking by ROCUs may detract from driving Police Transformation Programme priorities.

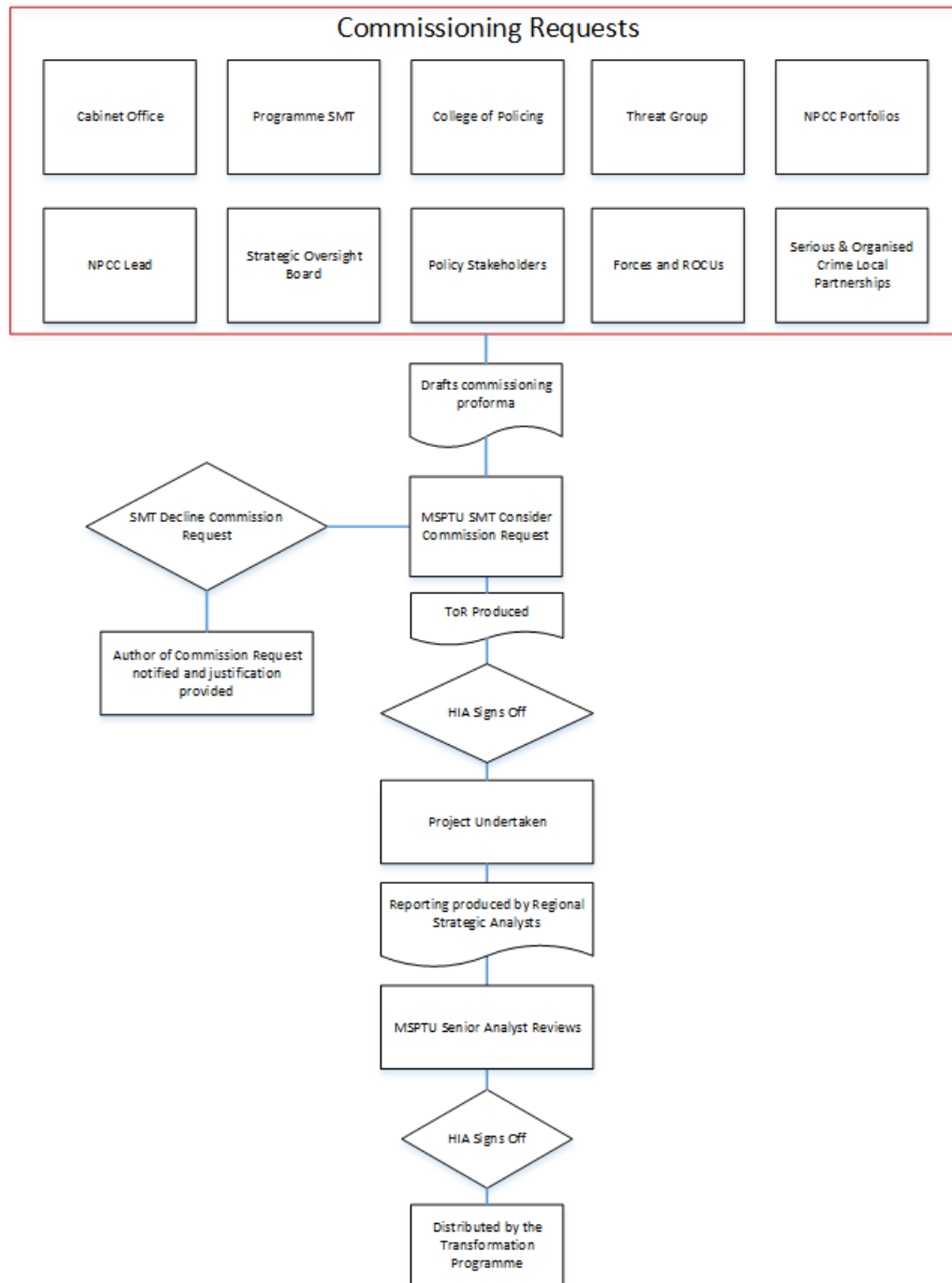
Consequently, all activity and assessment undertaken by the Regional Strategic Analysts must be formally commissioned through the Modern Slavery Transformation Unit and their workload developed and managed by the Head of Insight and Analysis and the Regional Analysts Manager.

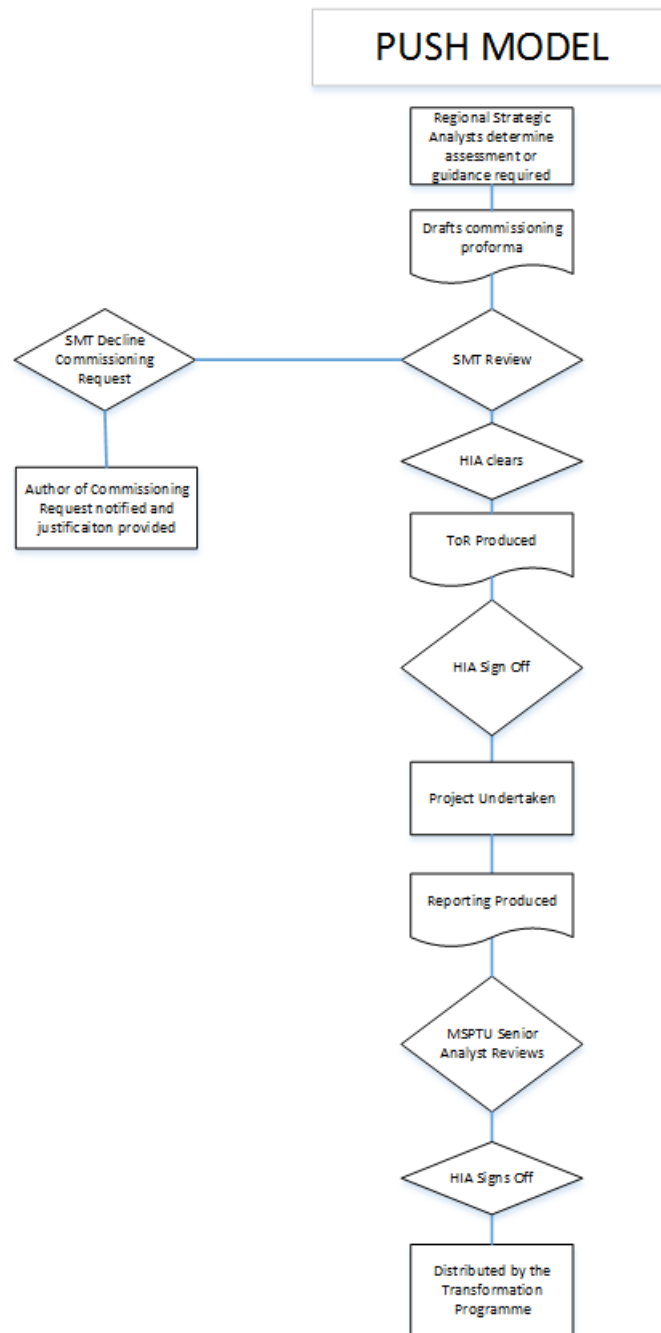
Each ROCU Host Force shall procure that the Regional Strategic Analysts will operate on both a 'pull' and 'push' model of knowledge production. The Regional Strategic Analysts will be providing assessment in response to tasking from the Modern Slavery Transformation Unit (the 'pull' model) which may emanate from requests made by customers and stakeholders for reporting to address key operational and policy concerns. In addition to this, each ROCU Host Force shall procure that the Regional Strategic Analysts will recommend the development of products based upon issues they identify locally (the 'push' model).

The introduction of a Task Commissioning pro-forma will enable the setting of Specific, Measurable, Achievable, Realistic and Timely (SMART) tasking activity and maximising the consistency of tasking nationally. This audit trail will also support the evaluation of the roles activity.

These models are outlined in process charts, below:

## PULL MODEL





Customers of the Regional Strategic Analysts will complete a commissioning proforma in close liaison with the ROCU / MPS Senior Analyst (if at a local or regional level) or the Head of Insight and Analysis (if at a national level), enabling the setting of meaningful and answerable terms of reference and maximising the chance that commissions will be cleared. The authorisation of all commissioned requests by the Head of Insight and Analysis provides an audit trail of tasked activity and will support the evaluation of the teams' activity.

Each ROCU Host Force shall procure that regional analytical products will be disseminated as appropriate to the National Insight Team, Forces, ROCU and local partners via the ROCU/MPS Modern Slavery Lead with appropriate handling conditions. In principle, assessments will be shared as widely as is feasible, in consultation with the Forces/Agencies supplying material.

## **7. Outcomes**

The Lead Force shall procure that all assessments/tasking returns into the Modern Slavery Police Transformation Unit from the Regional Strategic Analysts will be collated by the National Insight Team and reported to the Head of Insight and Analysis, allowing activity to be tracked and monitored by the wider transformation programme support team.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will be responsible for maintaining a tracker containing information about their taskings and outcomes, in order to support daily business and the evaluation of the team/wider programme.

Once the Regional Strategic Analysts are in post they will provide centrally taskable regional analytical resources who will provide the regional submission to the operations database. Each ROCU Host Force shall procure that they shall produce a bank of regional assessments as necessary for intensification and thematic reporting in support of national, regional and force senior management and analytical teams. Each ROCU Host Force shall procure that the Regional Strategic Analysts shall also work with the Regional Co-ordinators / What Works Team to identify and carry out debriefs.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will be responsible for the delivery of:

- (a) Regular management information and operational data returns.
- (b) Victim/Offender/Thematic Specific Assessments as tasked by the Head of Insight and Analysis.

The Regional Strategic Analysts will have the benefit of working closely with the forces in their region and will have enhanced Modern Slavery knowledge, and as such each ROCU Host Force shall procure that they shall make suggestions and recommendations for improvement in national policy into the wider Modern Slavery Police Transformation Programme. Each ROCU Host Force shall procure that these recommendations must be recorded and submitted in a standardised fashion to the National Insight Team, providing a consistent route into the programme allowing all recommendations to be recorded, reviewed and tracked.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will provide the following services:

- (a) Timely, high-quality regional thematic assessments enabling better informed decision making at a regional level to support local proactive work.
- (b) Identification of trends and new developments within region, increasing the evidence base available to local decision makers (CC, ROCU Heads, PCCs).
- (c) Increased identification of vulnerable people, places, and offenders through data matching within their region.



- (d) Increased confidence in regional and therefore national assessments.
- (e) Identification of good analytical practice and what works in supporting investigations.
- (f) Improved intelligence sharing gateways for the local analytic community.
- (g) Quarterly (minimum) meetings for police and partner analysts working on Modern Slavery.
- (h) An understanding of the threat, risk and vulnerability and where future analytical investment might be most beneficial in the region/nationally.

## 8. Evaluation

The Regional Transformation Team project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the Regional Transformation Team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new processes/functions, the quality and impact of service being delivered through these processes.
- **Building Capacity:** The impact of training, development of skills /new analytical or coordination practices/techniques.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating teams that operate at a regional level.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

The evaluation will be supported by the programme team, but will require the Regional Transformation Team to track taskings, outcomes and feedback, and provide access to products / processes created by the team.

The evaluation will also include semi-structured interviews or questionnaires with stakeholders, end users and a deliberative focus group session with the Regional Transformation Team, to be carried out in Q3 2018/19. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the team. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. Intelligence and Information Sources

The Regional Transformation Team will draw from a broad intelligence and information base to develop the national operations database and the national policing data tool. Each Party to their Agreement and any agencies running Modern Slavery operations will – through their Regional Transformation Team – submit high level information to enable the mapping of active investigations required by the National Insight Team to develop an accurate understanding of the threat posed to policing and to supply the information required by the Home Office.

Together with the What Works Team, each ROCU Host Force shall procure that the Regional Transformation Team will, as necessary, perform structured debriefs of operations, including access to interview or debrief the Senior Investigating Officer / Analyst / Investigation Team and gaining access to debriefs. This will enable promulgation of best practice in analysis

and also a deeper understanding of operations involving Modern Slavery and their effect on the overall Modern Slavery intelligence picture.

Each ROCU Host Force shall procure that the Regional Transformation Team will also access the developing national disruptions dataset and OCGM material.

Each ROCU Host Force shall procure that the Regional Transformation Team will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of Serious & Organised Crime Local Partnerships.

The College of Policing shall ensure that the Regional Transformation Team shall have access through the online library to academic and published material relating to modern slavery to further their understanding of the threat.

Each ROCU Host Force shall procure that the Regional Transformation Team will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to intelligence collection plans for products commissioned from the JSTAC or the National Insight Team.

## **10. Information Ownership and Data Control**

Local ROCU/MPS policies for information ownership, handling, review and data control will take primacy over the information assets held regionally by the Regional Strategic Analysts.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established at a national level through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the programme.

The Programme Director, ROCU Modern Slavery Project Lead and the MSPTU SMT will work together to identify the most appropriate continuation strategy for this team, ensuring the information collected and knowledge gained is not lost to the police service.

Responsibility for submitting operational intelligence remains with the Lead Force/Agency/ROCU.

## **11. Key Stakeholders**

The Regional Strategic Analysts have numerous stakeholders, including agencies contributing information about operational activity, the National Insight Team, What Works Team, JSTAC as well as the ROCU/MPS itself and police forces.

### **(a) Policing**

Information provided by Regional Strategic Analysts will be used to inform reports provided to senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), who require intelligence and management information reports that they can have confidence in, supporting them in determining strategic priorities for improvement.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will work closely with staff working on other areas of business to reduce siloed activity between, in particular, CSE, OIC, County Lines and Ports Policing.

Each ROCU Host Force shall procure that the Force and ROCUs will be able to draw on Regional Strategic Analysts outputs through the ROCUs and commission activity through the Pull process identified above. Each ROCU Host Force shall procure that through the Regional Strategic Analysts, Forces and ROCUs will benefit from a greater understanding of the intelligence picture and be provided with regular management information in relation to Modern Slavery.

Each ROCU Host Force shall procure that the SIOs and Force analysts will benefit from the breadth of Modern Slavery knowledge and contacts available to the

Regional Strategic Analysts, using them for advice throughout operations and benefiting from their expertise, providing updates to the data tool, and taking part in regional analyst and intelligence meetings organised by the Regional Transformation Team.

**(b) Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups/SGG**

Force shall procure that policy officials will benefit from access to stronger assessments and support in developing or delivering recommendations to respond to Modern Slavery. The Lead Force shall procure that Regional Transformation Teams will be able to draw down support from the Regional Strategic Analysts for local partnerships in their area. The Regional Strategic Analysts will use National Insight Team and JSTAC assessments to inform regional policing activity.

**(c) National Modern Slavery Threat Group**

Each ROCU Host Force shall procure that assessments and reports from the Regional Strategic Analysts will be used to inform the National Modern Slavery Threat Group.

**(d) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit**

Each ROCU Host Force shall procure that assessments and reports from the Regional Strategic Analysts will be used to inform the Home Office.

**(f) Her Majesties Inspectorate of Constabularies**

Each ROCU Host Force shall procure that HMIC shall have sight of assessments and reports produced by the Regional Strategic Analysts. Each ROCU Host Force shall procure that HMIC will also have access to the processes, activities and outputs of the Regional Strategic Analysts as part of future reviews and inspections. It is highly likely that the work programme will be heavily shaped by the HMIC published recommendations.

## **12. Employment Model**

Each ROCU Host Force will procure that job descriptions for the Regional Strategic Analysts roles are created in each ROCU Host Force and will be evaluated by each ROCU Host Force using local processes. The role will be advertised and the recruitment and vetting process will be managed by each of the host forces for the 9 ROCUs and the MPS as per their local policies / agreements. ROCUs local S22a collaboration agreements will apply.

Police staff will be posted (if from same host force), seconded (from a different force) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the ROCU Host Force will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness / absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the ROCU Host Force will inform the Lead Force of the outcome. The Host Force will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the ROCU Host Force will be required to back fill the position with a suitably qualified alternative individual. If the ROCU Host Force is unable to back fill this position, the

funding for this service will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

Should a post become vacant due to long term sickness the ROCU Modern Slavery Project Lead and the Police Transformation Unit Commander will be jointly responsible for deciding whether a replacement post holder should be recruited.

### **13. Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

Each ROCU Host Force will be required to submit reports to the Lead Force describing their budget monitoring position as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

Travel, overtime and operating expenses can be recovered from the transformation programmes operating budget to the level set out in Schedule 6.

Funding exists to support regional conferencing, training and awareness raising activity, particularly where delivered jointly with PCCs. All activities should be agreed in advance by the Head of Insight and Analysis.

At the same time as submitting the budget return, each ROCU Host Force will be required to submit a description of outcomes and activity during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

Each ROCU Host Force acknowledges that these are mandated returns that form part of the Grant Agreement. Deadlines for returning them must be met by each ROCU Host Force or funding of not just the regional roles, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met by each ROCU Host Force within seven (7) days of request.

### **14. Training**

The Lead Force shall procure that role specific training will be provided and coordinated nationally. In general, Devon and Cornwall is the preferred option for hosting training and other events for the team.

### **15. Team Structure**

The Regional Strategic Analysts will be part of the Regional Transformation Team, based within the 9 ROCUs and within MPS within the Confidential Unit. Remote and flexible working arrangements may be considered under force policy as necessary. Staff will be required to attend meetings across the UK as required, in particular London and Exmouth.

Day to day line management and support, will be provided by the Senior Analyst in each ROCU/MPS, however Tasking will be provided via the Head of Insight and Analysis. Peer support, quality assurance, feedback and continuous professional development will be the responsibility of the Regional Analysts Manager who will also assist with prioritisation of workloads where there is conflict.

The Head of Insight and Analysis reports to the Police Transformation Unit Commander.

The team will operate from each of the ROCU/MPS estate and occasionally from within the Exmouth, (Devon & Cornwall) programme hub in order to build relationships across teams within the programme.

## 16. Roles and Responsibilities

<b>Role</b>	<b>Responsibilities in relation to Regional Strategic Analysts</b>
<b>ACC Lewis</b>	To represent all ROCUs within the Programmes Strategic Oversight Board.
<b>Modern Slavery Police Transformation Unit Commander (Supt)</b>	<ul style="list-style-type: none"> <li>• Lead the operational delivery of the transformation unit teams, ensuring there is synergy across all teams within the programme.</li> <li>• Manage the operational budget within the transformation unit.</li> <li>• Liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> </ul> Line management for the Head of Insight and Analysis.
<b>Programme Director (Police Staff)</b>	<ul style="list-style-type: none"> <li>• Provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li> <li>• Provide oversight on behalf of the SRO and PCC for the projects development through the MS Programme Board.</li> <li>• Provide strategic oversight and management of the programme budget and risk register.</li> <li>• To establish the processes required to evaluate the Regional Strategic Analysts impact and to support the evaluation activity.</li> <li>• Identify and plan for transition arrangements.</li> </ul>
<b>Head of Insight and Analysis (Police Staff)</b>	<ul style="list-style-type: none"> <li>• Provide strategic direction, and prioritise the tasking of the Regional Strategic Analysts.</li> <li>• Oversee the development of the national operations database used by force and regional analysts.</li> <li>• Escalate challenges to the Unit Commander.</li> <li>• Engage with stakeholders and create a strong operating landscape for the Regional Strategic Analysts, providing updates and briefings as required.</li> <li>• Provide a detailed update on the progress of the work-stream to the Programme Delivery Group via the Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the work-stream</li> <li>• Manage the operational budget for the Regional Strategic Analysts.</li> </ul>
<b>Regional Analysts Manager</b>	<ul style="list-style-type: none"> <li>• Coordinate and review the analytical activities of the Regional Strategic Analysts.</li> <li>• Ensure that the Regional Strategic Analysts are delivering on behalf of the Head of Insight and Analysis, against the strategic expectations of the programme.</li> <li>• Escalate challenges to the Head of Insight and Analysis.</li> <li>• Act as the single point of contact between the ROCU / MPS and Police Transformation Unit to resolve difficulties or issues.</li> <li>• Engage with stakeholders and create a strong operating landscape for the Regional Strategic Analysts, providing updates and briefings as required.</li> <li>• Retain oversight over the final publication of products from the team.</li> <li>• Chair Regional Transformation Analyst Meetings, bringing together all Regional Strategic Analysts at regular intervals to ensure oversight, consistency and synergy.</li> <li>• Encourage development of all Regional Strategic Analysts and provide CPD events throughout the year.</li> </ul>

Role	Responsibilities in relation to Regional Strategic Analysts
<b>ROCU Senior Analyst</b>	<ul style="list-style-type: none"> <li>• Oversee the day to day line management, welfare and performance management of the Regional Strategic Analyst.</li> <li>• Support the Regional Strategic Analyst in their delivery of tasking disseminated to them from the Police Transformation Unit.</li> <li>• Facilitate the sign off at senior ROCU/MPS level of returns produced by the Regional Strategic Analyst, providing quality assurance within timelines set for the product.</li> <li>• Work closely with the Head of Insight and Analysis to resolve any conflict between local, regional and national demand on the Regional Strategic Analysts.</li> </ul>
<b>Regional Strategic Analysts</b>	<ul style="list-style-type: none"> <li>• Carry out taskings at the direction of the Head of Insight and Analysis in order to test national hypothesis and to build a robust assessment of Modern Slavery in the region/nationally.</li> <li>• Develop intelligence and information flows in order to inform the force, regional and national threat pictures, assisting in streamlined and effective intelligence sharing between regions and forces.</li> <li>• Provide management information regarding modern slavery in the region, including assisting in embedding measures of disruption / contributing to disruption panels.</li> <li>• Work with forces intelligence and analytical departments to standardise Modern Slavery data collection and to streamline intelligence and information collection processes, including through providing regional returns.</li> <li>• Support the development and embedding of the national data tool, providing updates and regional returns about victims, offenders and places involved in Modern Slavery activity.</li> <li>• Contribute to a shared knowledge platform containing all Modern Slavery operations, lessons learnt and assessments of what has worked.</li> <li>• Support the What Works Team/Regional Co-ordinators in the strategic debriefing of Modern Slavery operations within the region.</li> <li>• Work with the National Insight Team and JSTAC to embed stronger intelligence collection strategies and analysis in response to national thematics/NSIRs and intensification activity.</li> <li>• Assess which areas of Modern Slavery are high priority/risk and which are emerging threats to the region.</li> <li>• Support the development of force level analysis to inform SOC Local Partnerships and Anti-Slavery Partnership activity.</li> <li>• Link activity between CSE, OIC, County Lines, Ports Policing and Modern Slavery policing responses, identifying opportunities for collaboration and reducing gaps between these strategies.</li> <li>• Increase the liaison with and the exchange of intelligence to and from Europol.</li> <li>• Support and develop Regional Threat Groups and improve consistency and the picture provided by UK policing.</li> <li>• Develop appropriate and proportionate recommendations in conjunction with other parts of the transformation programme, and provide advice to operational staff to assist in proactive policing efforts.</li> </ul>

Role	Responsibilities in relation to Regional Strategic Analysts
	<ul style="list-style-type: none"> <li>Facilitate the sharing of knowledge about Modern Slavery to all Analysts and Researchers working across forces/partnerships to improve their analysis of Modern Slavery.</li> <li>Assist the National Insight Team in the development of analytical best practice in Modern Slavery.</li> <li>Take responsibility for their own development via CPD.</li> </ul>

**Part 2   MODERN SLAVERY POLICE TRANSFORMATION UNIT – REGIONAL COORDINATION  
TEAM**

**Modern Slavery Police Transformation Unit  
Regional Coordination Team**

**Terms of Reference & Service Standards**



## **1. Introduction and Purpose**

This document sets out the terms of reference for the Modern Slavery Regional Coordination Team. The team is formed of 9 Regional Coordinators and a National Delivery Coordinator (Detective Inspectors or equivalent). It is an integral part of the Modern Slavery Police Transformation Unit, and the wider Modern Slavery Police Transformation programme, funded via the Police Reform and Transformation Fund Board. The purpose of the Regional Coordinators is to work alongside ROCUs, Forces, partnerships and safeguarding boards to improve the collective response.

As a comprehensive terms of reference, this document sets out the vision, objectives, scope and deliverables of the Regional Coordination Team. Key stakeholders, roles and responsibilities are highlighted, along with its resource and financial plans.

## **2. Vision and Mission**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the response to modern slavery and the necessity for lessons to be learnt at pace / shared across all Forces. Each ROCU Host Force shall procure that the Regional Co-ordinators, positioned across the country in each ROCU, will seek to address and tackle this inconsistency.

The Parties shall procure that the Modern Slavery Regional Co-ordination Team will have the ability to draw on assets from the wider Modern Slavery Police Transformation Programme functions such as, but not limited to; the What Works Team, the National Insight Team, the Europol Team, the Triage Function and the Police Transformation Unit Head of Operations and Development.

Each ROCU Host Force shall procure that the Regional Co-ordinators will work to improve consistency, raise standards and embed nationally developed work into each force. The post is designed to drive and manage strategic intelligence gathering and proactive policing, liaising with partners and NGOs to promote and share good working practice, the coordination of which may highlight unidentified victims, offenders or locations involved in Modern Slavery.

### **Vision:**

The Lead Force shall procure that there shall be 9 Regional Coordination officers providing specialist investigative advice and support, debriefing investigations, and embedding the national Modern Slavery Action Plan across Forces.

### **Mission:**

To strengthen the policing response to the threat of Modern Slavery with the provision of coordinated and specialist advice and support to police forces creating greater consistency nationally.

## **3. Key Outputs and Service Standards**

The following key outputs and service standards are the basis for funding the Regional Co-ordination Teams through this programme. Each ROCU Host Force shall procure that the following key outputs are achieved:

- (a) Provide updates to a national tracker showing all tasking generated through the push or pull commissioning processes outlined in paragraph 6 of this Part 2, giving an auditable record of activity undertaken by regional and national resources.
- (b) Map and strengthen the multi-agency Modern Slavery strategic governance and oversight arrangements, identifying key stakeholders within police/partners operating across the region and build and support effective relationships with them to improve the response to Modern Slavery.

- (c) Coordinate strong partnership working to create consistency in identifying, investigating, disrupting and prosecuting Modern Slavery cases, including championing serious and organised crime local partnerships and anti-slavery partnerships.
- (d) Benchmarking of force Modern Slavery Action Plans data returns to increase consistency, approach, preparing quarterly updates on progress in delivery of force plans.
- (e) Engagement with forces across the region, to provide peer support to enable forces to deliver against the Modern Slavery National Action Plan. This engagement will not be limited to investigation directorates but is also to include neighbourhood and local policing, safeguarding, ports policing and intelligence departments.
- (f) Drive the strategic debriefing of investigations in ROCUs and forces to harvest relevant information, to help investigative teams identify and overcome obstacles, and to identify and distribute good practice, ensuring appropriate documentation is completed by forces and quality assured.
- (g) Ensure details of modern slavery investigations are shared with Europol, and that potential leads identified by Europol reach local, force or regional tasking processes.
- (h) Support disruption measures for Modern Slavery at force and regional level, assisting in the standardisation of disruption assessment.
- (i) Support pursue and prevent activity which crosses regional boundaries, connecting forces and areas which are tackling similar threats.
- (j) Assist forces in developing sustainable intelligence collection strategies across forces/ROCUs improve understanding of the local/regional/national threat picture, coordinating responses to NSIRs/national thematic/intensification activity.
- (k) Provide a narrative about the demand on regional policing generated by responding to the threat to identify ways for the service to make the response more efficient.
- (l) Act as a critical friend to investigators, unlocking networks of support or experience, including through telephone solutions panels which will support investigators or forces who are struggling with a particular issue related to the identification, disruption or prevention of Modern Slavery.

### **Project Milestones**

The ROCU Modern Slavery Project Lead and the Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## **4. Scope**

In order to provide the strongest support and reporting possible, each ROCU Host Force shall procure that the Regional Coordinators will consider all investigations defined by forces as

Modern Slavery. Their focus will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as new and emerging issues.

The business case for the Regional Co-ordinators was developed in liaison with the CSE Portfolio and ROCUs who embedded a similar role to drive progress against the CSE Action Plan. It is envisaged the Regional Co-ordinators from both portfolios will work closely together and share expertise.

## **5. Core Functions of the Role**

Currently, police forces and regions are largely unsighted on the key areas of the Modern Slavery threat, and do not have the capacity to support proactive, collaborative policing in this area. Policing across the UK is neither connected to, nor does it respond to the National Strategic Intelligence Requirements (NSIRs), as such, understanding of the threat is not improving.

A lack of training and coordination and a high staff turnover amongst the local force level SPOCs limits their ability to support the development of the local picture, resulting in policing making a limited contribution to developing the national understanding of Modern Slavery, despite undertaking a considerable number of investigations when compared with any other agency.

Each ROCU Host Force shall procure that their Regional Co-ordinator will assist this coordination, drive regional threat groups and collectively improve the picture provided by UK policing. A debriefing process exists which will focus on harvesting insight into methodologies used in Modern Slavery operations, and gauging success in disrupting it or the effectiveness (or otherwise) of partnership working.

The Structured Operational Briefing & Debriefing (SO-BAD) process will require encouragement and support at a regional level, in order to feed national activity and analysis. Similar to a process followed in the early to mid-stages of the CT ten year intelligence collection programme Rich Picture, Regional Co-ordinators will drive the strategic debriefing of investigations to harvest relevant information from investigations for the national data tool.

Each ROCU Host Force shall procure that the Regional Co-ordinator will have one eye on continuous improvement within the forces in their region, ensuring with support from the What Works Team, that each police investigation into Modern Slavery is reviewed in order to improve the next. Lessons learnt / good practice at all stages from prevention to prosecution will be identified in a consistent way.

Each ROCU Host Force shall procure that the Regional Co-ordinators will act as the conduit to draw on the What Works Team, who will champion innovation within Forces but seek to reduce the duplication of individual, non-expert officers struggling with complex policy development. Each ROCU Host Force shall procure that the team will actively contribute to the development of stronger APP, guidance and shared information, and will develop networks inside and outside of the police service to support investigators overcome obstacles inhibiting investigations.

Alongside Regional Strategic Analysts, each ROCU Host Force shall procure that the Regional Co-ordinators will identify trends early and assist the Modern Slavery Police Transformation Unit by highlighting potential opportunities for faster prevention or protection of victims. This will lead to the national development of awareness campaigns, legislative change, and further multi-agency responses.

## **6. The Tasking Process**

The work programme for the Regional Coordination Team will be influenced by the outputs from the What Works Team, HMIC, the JSTAC and the National Insight Teams, following the developing evidence base and intelligence requirements. This should ensure that effort of the Regional Co-ordinators is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to Forces either nationally or within their region.

Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for tasking and reporting that could threaten to overwhelm the capacity of the Modern Slavery Regional Co-ordination Team.

Additionally, one of the lessons learnt from the previous implementation of CSE Regional Coordinators involves the breadth of tasking from ROCUs to coordinators outside of the programmes' main tasking. The Parties agree that additional tasking by ROCUs may detract from driving Police Transformation Programme priorities, as such all work must be undertaken under the guidance of the Modern Slavery Police Transformation Unit DCI, Head of Operations and Development.

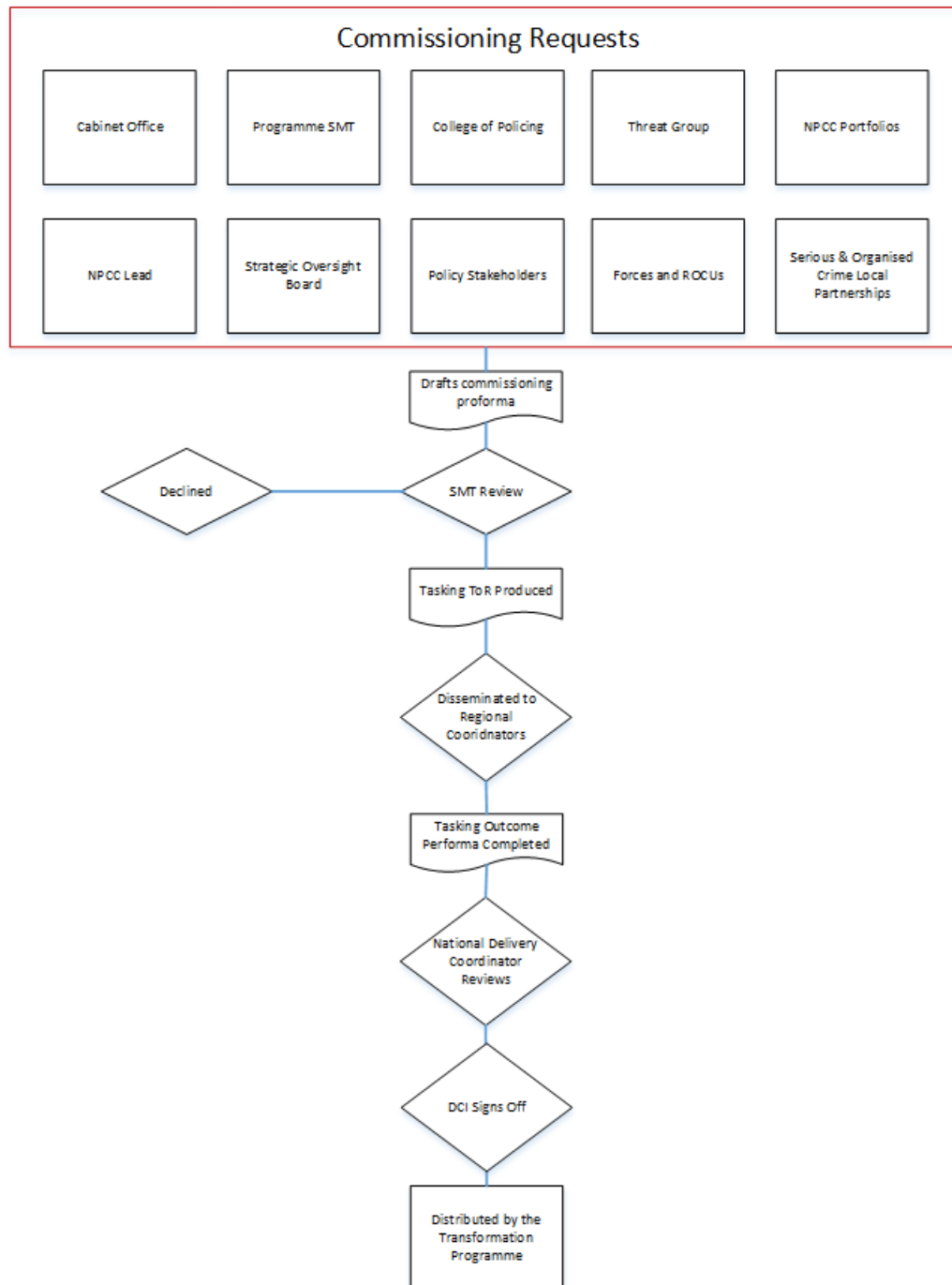
Each ROCU Host Force shall procure that the Regional Co-ordinators will operate on both the 'push' and 'pull' models of coordination and support, taking the initiative to service the individual demand and need from the forces in their region and provide the support they judge to be important and timely (the 'push' model), whilst also providing coordination in response to tasking from the Police Transformation Programme (the 'pull' model).

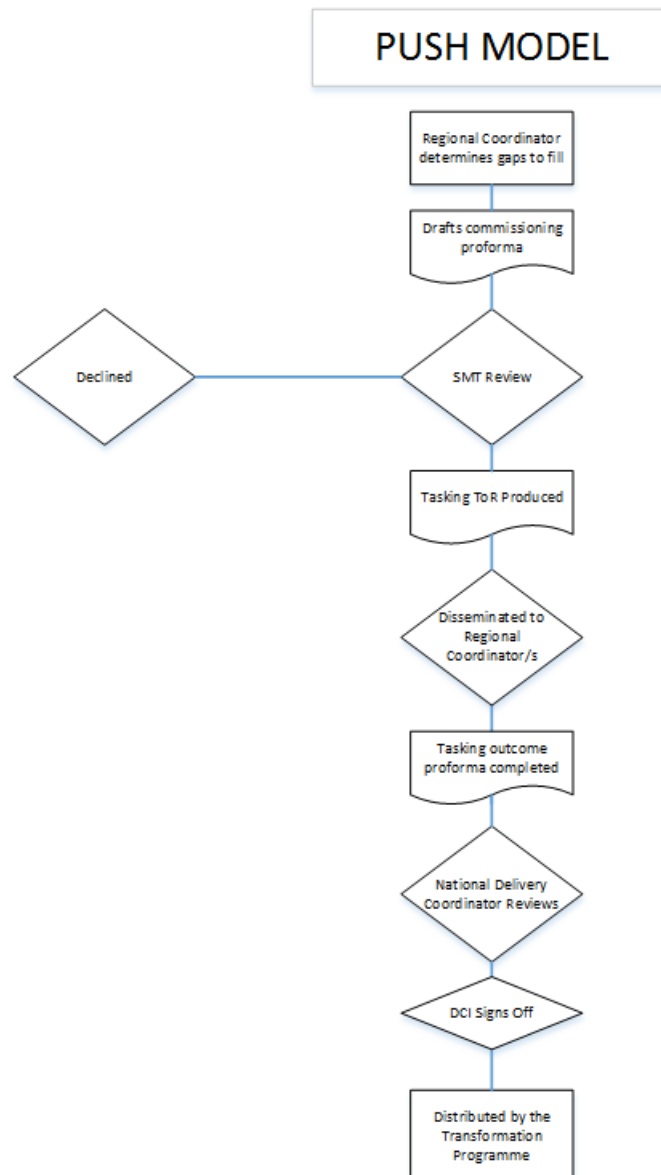
Each ROCU Host Force shall procure that the Regional Co-ordinators act as conduits for forces and ROCUs to task into the Police Transformation Programme, especially around particularly 'difficult' problems their region are grappling with.

The introduction of a Task Commissioning pro-forma will enable the setting of specific, Measurable, Achievable, Realistic and Timely (SMART) tasking activity and maximising the consistency of tasking nationally. This audit trail will also support the evaluation of the roles activity.

These models are outlined in process charts, below:

## PULL MODEL





## 7. Outcomes

Each ROCU Host Force shall procure that the outcomes from tasking will be produced in a standardised return document from the Regional Co-ordinators to allow national consistency of reporting into the Police Transformation Unit. All tasking returns and requests into the Police Transformation Unit from the Regional Co-ordinators will be collated by The National Delivery Coordinator and reported to the Police Transformation Unit Head of Operations and Development, additionally these returns will allow activity to be tracked and monitored by the wider transformation programme support team.

Each ROCU Host Force shall procure that the Regional Co-ordinators will have the benefit of working closely with the forces in their region and will have enhanced Modern Slavery knowledge and expertise, and as such they ought to have the opportunity to make suggestions and recommendations for improvement in national policy into the wider Modern Slavery Police Transformation Programme. Each ROCU Host Force shall procure that these recommendations shall be recorded and submitted in a standardised fashion to The National Delivery Coordinator, providing a consistent route into the programme allowing all recommendations to be recorded, reviewed and tracked.

## 8. Evaluation

The Regional Transformation Team project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the Modern Slavery Regional Co-ordination Team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new processes/functions, the quality and impact of service being delivered through these processes.
- **Building Capacity:** The impact of training, development of skills /new analytical or coordination practices/techniques.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating teams that operate at a regional level.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

The evaluation will be supported by the programme team, but will require the Regional Transformation Team to track taskings, outcomes and feedback, and provide access to products / processes created by the team.

The evaluation will also include semi-structured interviews or questionnaires with stakeholders, end users and a deliberative focus group session with the Regional Transformation Team, to be carried out in Q3 2018/19. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the team. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. Intelligence and Information Sources

The Regional Transformation Team will draw from a broad intelligence and information base to develop the national operations database and the national policing data tool. Each party to this Agreement and any forces and agencies running Modern Slavery operations will, through their Regional Transformation Team, submit high level information to enable the mapping of active investigations required by the National Insight Team to develop an accurate understanding of the threat posed to policing and to supply the information required by the Home Office.

Together with the What Works Team, each ROCU Host Force shall procure that the Regional Transformation Team will, as necessary perform structured debriefs of operations, including access to interview or debrief the SIO/analyst/investigation team and gaining access to debriefs. This will enable promulgation of best practice and also a deeper understanding of operations involving Modern Slavery and their effect on the overall Modern Slavery Intelligence picture.

Each ROCU Host Force shall procure that the Regional Transformation Team will also access the developing national disruptions dataset and OCGM material.

Each ROCU Host Force shall procure that the Regional Transformation Team will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of Serious & Organised Crime Local Partnerships.

The College of Policing shall ensure that the Modern Slavery Regional Coordination Team shall have access to the online library to academic and published material and will take part in academic engagement to further the national understanding of the threat.

Each ROCU Host Force shall procure that the Regional Transformation Team will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to intelligence collection plans for products commissioned from the JSTAC or the National Insight Team.

## **10. Information Ownership and Data Control**

Local ROCU policies for information ownership, handling, review and data control will take primacy over the information assets held regionally by the Regional Co-ordinators.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established at a national level through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the programme.

The Lead Force shall procure that the Programme Director ROCU Modern Slavery Project Lead and the MSPTU SMT will work together to identify the most appropriate exit strategy for this team, ensuring the information collected is not lost to the police service.

During operational debriefing activity, the Regional Co-ordinator will flag to the lead Force/Agency/ROCU of the operation being debriefed any tactical and strategic intelligence which is valuable and has been overlooked. Responsibility for submitting this intelligence remains with the lead Force/Agency/ROCU.

The Lead Force shall procure that the National Delivery Coordinator will record, and where appropriate submit and disseminate strategic intelligence about recurring themes, linked investigations, offender methodology. This intelligence will be held within and disseminated through Devon & Cornwall intelligence systems to relevant FIBs/National Systems.

## **11. Key Stakeholders**

Key Customers:

### **(a) Policing**

Senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), will be able to draw on the Regional Co-ordinators, supporting them in determining strategic priorities for improvement.

Each ROCU Host Force shall procure that the Force and ROCU Strategic leads will be able to draw on the support and expertise of the Regional Co-ordinators and able to commission coordination and support activity through the DCI Head of Operations and Development. Forces and ROCUs will benefit from greater understanding of good practice in relation to Modern Slavery, and will be able



to use other Forces/agencies experience to inform their approaches and investigative techniques.

Each ROCU Host Force shall procure that the Regional Co-ordinators will benefit from drawing on the What Works team, Regional and National Insight Team, JSTAC and Europol support in order to help overcome challenges encountered in their region and the development of their regional action plan.

**(b) Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups**

Each ROCU Host Force shall procure that partnerships will be able to draw on support from the Regional Co-ordinators and benefit from access to stronger guidance and expertise in developing or delivering recommendations to respond to Modern Slavery.

**(c) National Modern Slavery Threat Group**

Each ROCU Host Force shall procure that the National Modern Slavery Threat Group will receive regular updates via the Police Transformation Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

**(d) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit**

Each ROCU Host Force shall procure that policy officials will benefit from access to more timely, robust and comprehensive assessment local and regional activity and of ways to overcome obstacles within Modern Slavery investigations and the disruptive impact of policing activity, providing a more effective evidence base to guide policy making.

## **12. Employment Model**

Each ROCU host Force will procure that job descriptions for the Regional Co-ordinators are created in each ROCU Host Force and will be evaluated by each ROCU Host Force using local processes. The role will be advertised and the recruitment and vetting process will be managed by each of the host forces for the 9 ROCUs and the MPS as per their local policies / agreements. ROCUs local S22a collaboration agreements will apply.

Police Officers will be posted (if from same host force), or seconded (from a different force). The Officers remain in the service of their home force whilst seconded. Police staff will be posted (if from same host force), seconded (from a different force) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the ROCU Host Force will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness / absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the ROCU Host Force will inform the Lead Force of the outcome. The Host Force will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the ROCU Host Force will be required to back fill the position with a suitably qualified alternative individual. If the ROCU Host Force is unable to back fill this position, the funding for this service will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

Should a post become vacant due to long term sickness, the ROCU Modern Slavery Project Lead and the Police Transformation Unit Commander shall be jointly responsible for deciding whether a replacement post holder should be recruited.

### **13. Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

Each ROCU Host Force will be required to submit reports to the Lead Force describing their budget monitoring position as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

Travel, overtime and operating expenses can be recovered from the transformation programmes operating budget to the levels set out in Schedule 6.

Funding exists to support regional conferencing, training and awareness raising activity, particularly where delivered jointly with PCCs. All activities must be agreed in advance by the DCI Head of Operations and Development.

At the same time as submitting the budget return, each ROCU Host Force will be required to submit a description of outcomes and activity during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

Each ROCU Host Force acknowledges that these are mandated returns that form part of the Grant Agreement. Deadlines for returning them must be met by each ROCU Host Force or funding of not just the regional roles, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met by each ROCU Host Force within seven (7) days of request.

### **14. Training**

The Lead Force shall procure that role specific training will be provided and coordinated nationally.

### **15. Team Structure**

The Regional Coordination team sits within the Modern Slavery Police Transformation Unit. It comprises of ten Regional Co-ordinators, and nine National Delivery Coordinators, reporting to DCI Head of Operations and Development to provide national oversight, manage tasking activity and provide governance and support. Line management for the Regional Coordinators should be agreed locally within each ROCU.

The Head of Operations and Development reports to the Police Transformation Unit Commander.

The team will operate from each of the ROCUs estate and occasionally from within the Exmouth, (Devon & Cornwall) programme hub in order to build relationships across teams within the programme. In general, Devon & Cornwall is the preferred option for hosting training and other events for the team but there is flexibility around this.

### **16. Roles and Responsibilities**

The Lead Force shall procure that there are the following roles with the following responsibilities in relation to the Modern Slavery Police Transformation Unit:

<b>Role</b>	<b>Responsibilities in relation to Regional Coordinators</b>
<b>ACC Lewis</b>	To represent all ROCUs within the Programmes Strategic Oversight Board.
<b>Police Transformation Unit Commander (Supt)</b>	<ul style="list-style-type: none"> <li>To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the programme.</li> <li>To manage the operational budget within the delivery teams.</li> <li>To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> <li>To provide outcome information and audit information to the SRO and Programme Director.</li> </ul>
<b>Programme Director (Police Staff)</b>	<ul style="list-style-type: none"> <li>To provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li> <li>To provide oversight on behalf of the SRO and PCC for the projects development through the Delivery Group and MS Programme Board.</li> <li>To provide strategic oversight and management of the programme budget and risk register.</li> <li>To identify and plan for transition arrangements.</li> </ul>
<b>Head of Operations and Development (DCI)</b>	<ul style="list-style-type: none"> <li>To ensure that the Regional Coordination Team is delivering on behalf of the Police Transformation Unit Commander, against the strategic expectations of the programme.</li> <li>To escalate challenges to the Unit Commander / Programme Director.</li> <li>To engage with ROCU strategic leaders and create a strong operating landscape for the Regional Co-ordinators providing updates and briefings as required.</li> <li>To act as the SPOC between the ROCU and Police Transformation Unit to resolve difficulties or issues.</li> <li>Chair Regional Transformation Coordinator Meetings, bringing together all the regional coordinators at regular intervals to ensure oversight, consistency and synergy.</li> <li>Provide the link and alignment between the activity of the What Works Team, the Regional Coordination Team and the wider Modern Slavery Police Transformation Programme.</li> <li>To work closely with The Head of Insight and Analysis to ensure harmony between the tasking and direction of the Regional Coordinators and the Regional Strategic Analysts.</li> <li>To manage and prioritise the tasking directed to the Regional Coordinators.</li> <li>To provide a detailed update on the progress of the work-stream to the Programme Delivery Group via the Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the work-stream.</li> <li>To manage the operational budget for the team.</li> <li>To line manage the National Delivery Coordinator (DI / equivalent) and encourage development of all staff within the team.</li> </ul>

Role	Responsibilities in relation to Regional Coordinators
<b>National Delivery Coordinator (DI / equivalent)</b>	<ul style="list-style-type: none"> <li>• To support the Head of Operations and Development in the liaison with and support of the Regional Co-ordinators.</li> <li>• Deputise for Head of Operations and Development at the Regional Transformation Meetings.</li> <li>• To coordinate the tasking and delivery processes for the Regional Coordination Team.</li> <li>• To quality assure, collate and track all reporting produced by the Regional Co-ordinators.</li> <li>• To engage with ROCUs/MPS and develop close working relationships with the Regional Co-ordinators and Regional Strategic Analysts.</li> <li>• Support the Regional Co-ordinators and act as the conduit between Regional and National transformation activity.</li> <li>• To receive recommendations from the Regional Coordination Team, collate and quality assure these before reporting them into the Head of Operations and Development and Programme Support Team for tracking.</li> <li>• To ensure intelligence identified or developed by the team is submitted in the appropriate way.</li> </ul>
<b>ROCU Line Manager</b>	<ul style="list-style-type: none"> <li>• Oversee the day to day line management, welfare and performance management of the Regional Coordinator.</li> <li>• Support the Regional Co-ordinator in their delivery of tasking disseminated to them from the Police Transformation Unit.</li> <li>• Facilitate the sign off at senior ROCU level of quarterly reports produced by the Regional Coordinator.</li> <li>• Work closely with the Head of Operations and Development to resolve any conflict between local, regional and national demand on the Regional Coordinator.</li> </ul>

**Part 3 MODERN SLAVERY POLICE TRANSFORMATION UNIT – NATIONAL INSIGHT TEAM**

**Modern Slavery Police Transformation Unit  
National Insight Team**

**Terms of Reference & Service Standards**

## 1. **Introduction and Purpose**

This document sets out the terms of reference for the Modern Slavery Police Transformation Unit National Insight Team. Comprised of National Strategic Analysts and Researchers, the National Insight Team forms an integral part of the Modern Slavery Police Transformation Unit, funded via the Police Reform and Transformation Fund Board. Its purpose is to use local and regional information to inform national assessments, improving the evidence base that informs the police services decision making about tackling Modern Slavery at a national level, and identifying and promoting best practice.

The Lead Force shall procure that the National Insight Team will develop disruption and performance information to inform the National Modern Slavery Threat Group, develop coordinated intelligence collection strategies in response to the National Strategic Intelligence Requirements, and improve the sharing of intelligence and information between regions.

As a comprehensive terms of reference, this document sets out the National Insight Team's vision, objectives, scope and deliverables. Key stakeholders, roles and responsibilities are highlighted, along with its resource and financial plans.

## 2. **Vision and Mission**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted the necessity for a much stronger understanding of the threat of Modern Slavery. The review also identified the limited strategic intelligence contribution made by policing to improve the national threat picture, a finding echoed by the Joint Intelligence Committee's report to the Prime Minister.

The Lead Force shall procure that the National Insight Team will seek to address these issues at a national level, unblocking intelligence and information flows, embedding measures of disruption and carrying out more robust assessments of national police data and intelligence.

The creation of the National Insight Team will enable policing to articulate its understanding of risk, and the necessary prevention or disruption responses to the new Prime Minister's Task Force, providing an unprecedented opportunity to influence wider government and international prevention activity.

The Lead Force shall procure that the National Insight Team will provide the foundation for understanding the problem posed by Modern Slavery which is a vital stage in the development of new technical and legislative capabilities to respond more efficiently to, and to prevent, an emerging criminal threat. It will help identify and articulate the demand on policing of responding to Modern Slavery. It will also identify ways for the service to make the response more efficient.

The Lead Force shall procure that the National Insight Team will support the collaboration across different types of policing response, including international activity, SOC, and CT by providing stronger data about people, places and methodologies.

### **Vision:**

To provide a robust national evidence base about the nature of the Modern Slavery threat in the UK and national policing's performance in tackling it, to inform local, regional and national decision making.

### **Mission:**

To work with police and partners to provide accurate, reliable, assessed information and intelligence, enabling stronger threat assessments articulating the risk from Modern Slavery and intelligence led pursuit and prevention activity to take place nationally.

## 3. **Key Outputs and Service Standards**

The Lead Force shall procure that the following outputs and service standards are achieved in relation to the National Insight Team:

- (a) Provide and manage a national tracker showing all tasking generated through the push or pull commissioning processes outlined in paragraph 6 of Part 2 to this Schedule, giving an auditable record of activity undertaken by regional and national resources.
- (b) Provide robust national strategic thematic intelligence assessments of the threat in response to central taskings or requests.
- (c) Build and deliver strong and sustainable intelligence collection strategies nationally to develop a robust understanding of the threat picture, and to coordinate responses to NSIRS and national thematic/intensification activity.
- (d) Establish close working relationships with national staff operating in CSE, OIC, County Lines and Ports Policing threat areas, identifying national opportunities for collaboration and reducing gaps between these strategies.
- (e) Support the development of improved assessment and mapping of Modern Slavery within existing Serious & Organised Crime Local Partnerships.
- (f) Working with NCA Disruption Team and What Works Team to develop a consistent assessment of the disruptive impact of proactive law enforcement work on Modern Slavery.
- (g) Support pursue and prevent activity which crosses regional boundaries, connecting forces and areas which are tackling similar threats.
- (h) Increase identification trends through analysis of the National Operations Database and data matching across boundaries, improving understanding of offender methodology and police/prosecution activity.
- (i) Act as a critical friend to regional and force analysts, unlocking networks of support or experience to overcome challenges identified as persistent themes within investigations.
- (j) Strengthen the information provided by forces to inform the development of management information within Modern Slavery in the UK.
- (k) Work with academia and the What Works Team to identify increased opportunities for academic collaboration and research into Modern Slavery.

## **Project Milestones**

The Head of Insight & Analysis and the Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## **4. Scope**

In order to provide the strongest reporting possible, the Lead Force shall procure that the National Insight Team will consider all investigations defined by forces as Modern Slavery.

Its reporting will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as
- New and emerging issues.

The Lead Force shall procure that the National Insight Team will seek to harvest information from forces and other agencies involved in this collaboration. They will provide a review of existing academic and published material and apply evidenced based policing approaches to the identification of good practice to provide a strong evidence base to respond to challenges experienced by analysts. The Lead Force shall procure that the National Insight Team shall consider what learning Modern Slavery can draw from the evidence bases and best practice developed in similar areas of policing or social practice, and actively work to reduce silos between policing portfolios.

The work programme for the National Insight Team will influence, and be influenced by, the outputs from HMIC, the Joint Slavery and Trafficking Analysis Centre and the What Works Team. This should ensure that effort is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to successful investigations and prosecutions.

## 5. **Core Functions of the Role**

The Lead Force shall procure that the National Insight Team will identify and analyse Modern Slavery activity across boundaries, ensuring that analysis meets local, regional and national requirements, including the National Modern Slavery Threat Group, to enable better understanding and targeting of the threat and support decision making accordingly. Assessments should be used by the National Modern Slavery's Threat Group's to drive national policing activity and improve its understanding of the threat from Modern Slavery.

The Lead Force shall procure that the National Insight Team shall develop the national evidence base around Modern Slavery, actively developing national hypotheses about the nature of the threat, creating intelligence collection strategies to support the National Strategic Intelligence Requirements and help to target proactive or thematic intensification activity.

Through analysis, the Lead Force shall procure that the National Insight Team will identify trends and assist the Modern Slavery Police Transformation Unit by highlighting potential opportunities for faster prevention or protection of victims. The Lead Force shall procure that this will lead to the national development of awareness campaigns, legislative change, and further multi-agency responses.

The Lead Force shall procure that the National Insight Team will provide disruption and performance information, and seek to reduce duplication of requests for information to Forces.

The Lead Force shall procure that the National Insight Team will support the collaboration across different types of policing response, including international activity, SOC, and CT by providing stronger data about people, places and methodologies using the police data tool.

The Lead Force shall procure that the National Insight Team will actively develop networks inside and outside of the police service to create stronger evidence bases for decision makers and provide a network of support and advice for regional and force analysts supporting investigations.



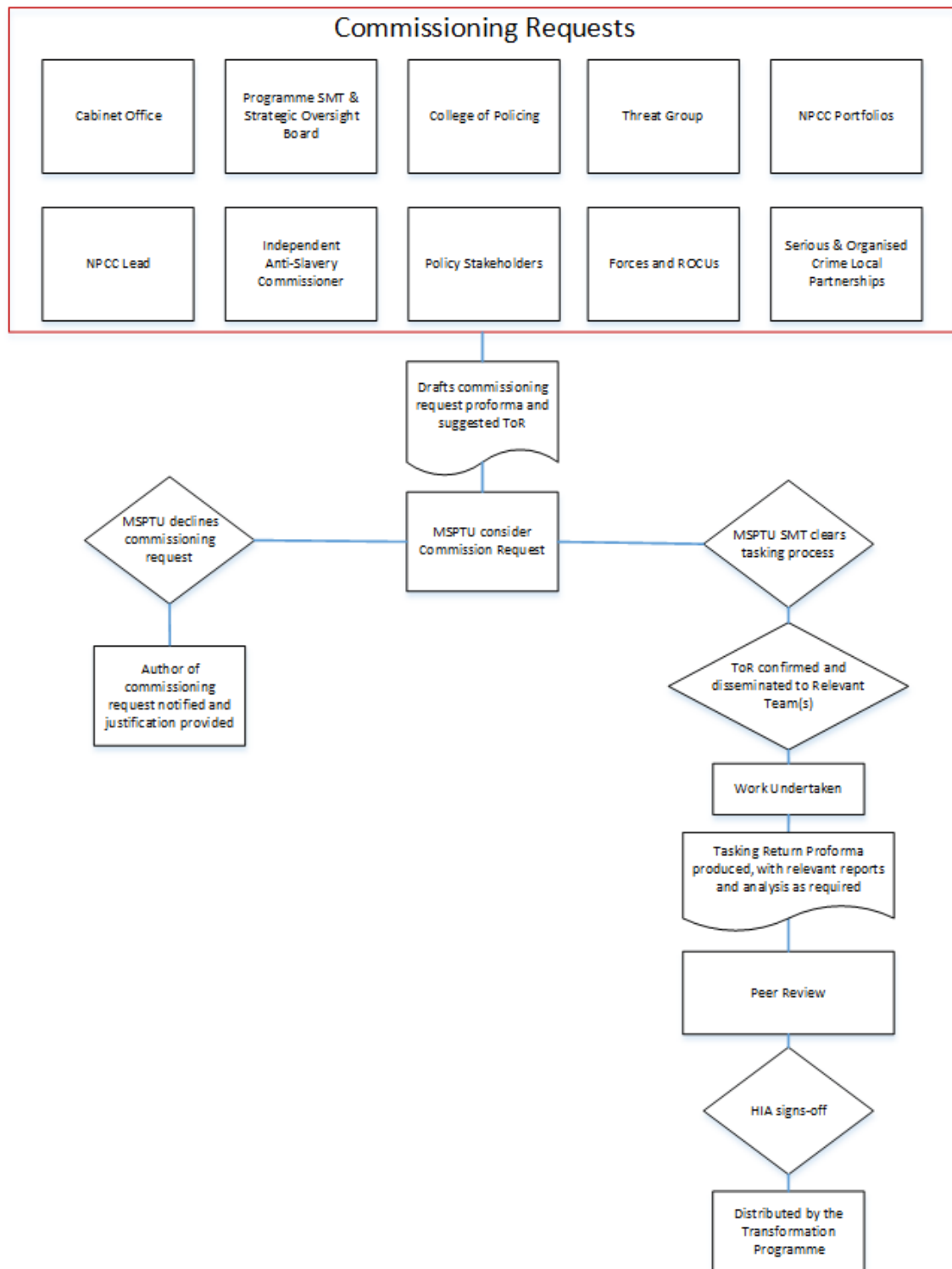
## 6. **The Tasking Process**

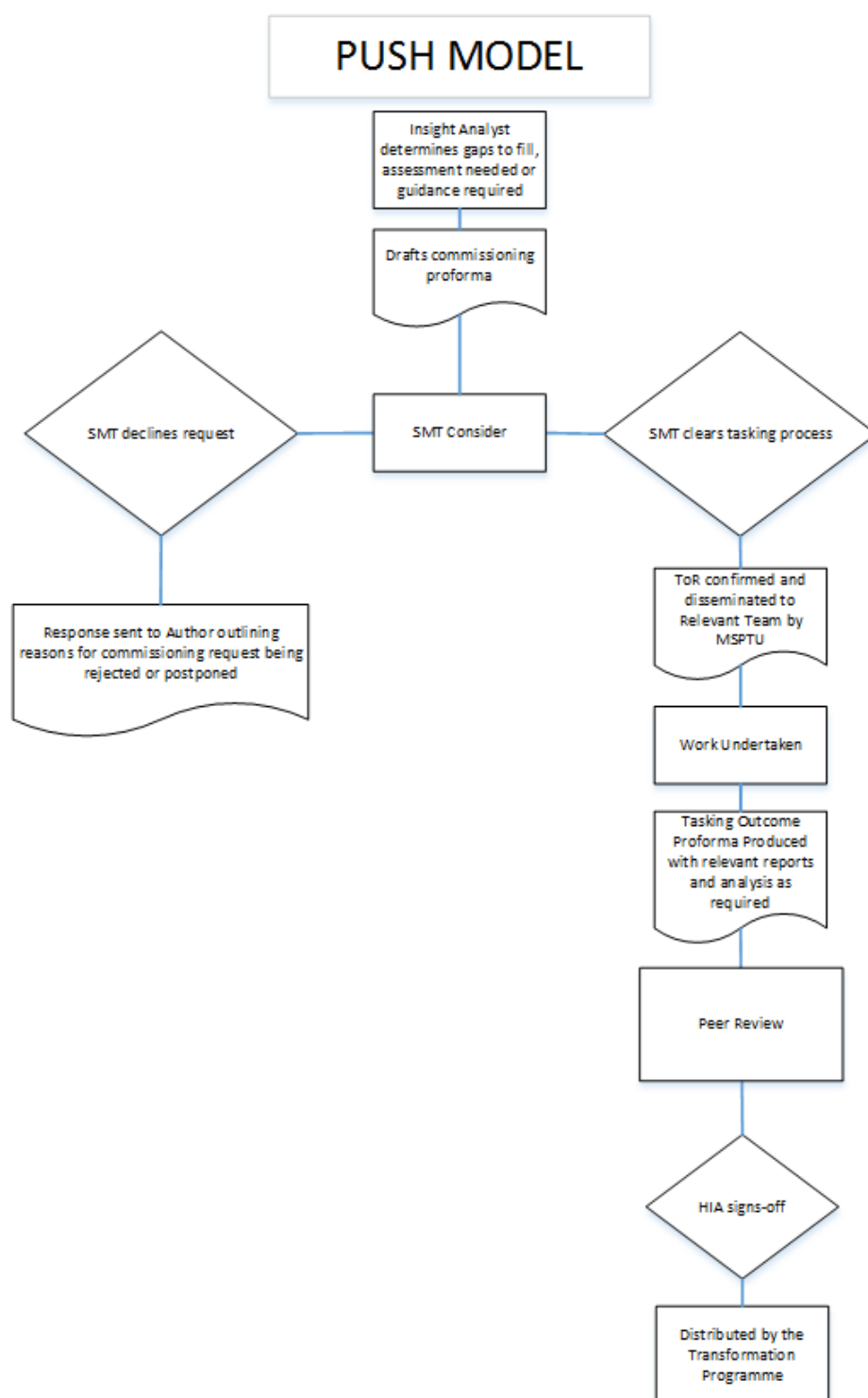
Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for reporting that could threaten to significantly overwhelm the National Insight Team's staffing levels.

Consequently, the National Insight Teams activity and assessment must be formally commissioned through the Transformation Programme and the workload managed by the Head of Insight & Analysis.

The Lead Force shall procure that the National Insight Team will operate on both a 'pull' and 'push' model of knowledge production. Specialists within the team will recommend the production of reporting based upon material they are exposed to in the normal course of their duties (the 'push' model). Customers and stakeholders will request reporting to address key operational and policy concerns (the 'pull' model). These models are outlined in process charts below:

## PULL MODEL





The Lead Force shall procure that the production of a commissioning pro-forma which will be conducted by commissioning bodies in close liaison with the Head of Insight & Analysis, enabling the setting of meaningful and answerable terms of reference and maximising the chance that commissions will be cleared. This audit trail will also support the evaluation of the teams' activity.

The Lead Force shall procure that products will be issued through the Transformation Programme official channels with appropriate handling conditions. In principle, learning will be shared as widely as is feasible, in consultation with the Forces/Agencies supplying material. This may require the production of sanitised products for wider dissemination via Polka.

## **7. Outcomes**

The Lead Force shall procure that all assessments/tasking returns into the Police Transformation Unit from the Regional Strategic Analysts will be collated by the National Insight Team and reported to the Head of Insight & Analysis, allowing activity to be tracked and monitored. The Lead Force shall procure that the National Insight Team shall maintain a tracker containing information about their taskings and outcomes, in order to support daily business and the evaluation of the team/wider programme.

Once all the National Insight Team are in post, the Lead Force shall procure that the National Insight Team's prime function will be to provide an assessment of the national threat, risk and vulnerability from Modern Slavery and where future analytical investment might be most beneficial.

They will use and develop the national operations database and build a bank of national assessments to inform intensification and thematic processes in support of national, regional and force senior management and analytical teams. The Lead Force shall procure that the National Insight Team will also work with the What Works Team to identify best practice, particularly in the field of analysis and research.

The Lead Force shall procure that the National Insight Team shall deliver and/or produce:

- (a) Management Information describing contextual information provided by the operational database.
- (b) Thematic Specific Assessments.
- (c) The Lead Force shall procure that the National Insight Team will provide the following services:
- (d) Increased identification of operational themes.
- (e) Provide the UK Modern Slavery Strategy and upstream prevention activity with an evidence base which is better informed by policing's understanding and experience of the Modern Slavery problem.
- (f) Promulgation of best practice in investigations.
- (g) Identification of trends and new developments across the country, increasing the evidence base available to national decision makers.
- (h) An understanding of the threat, risk and vulnerability and where future analytical investment might be most beneficial in the region/nationally.

## **8. Evaluation**

The National Insight Team project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively

evaluate the impact the team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new processes/functions, the quality and impact of service being delivered through these processes.
- **Building Capacity:** The impact of training, development of analytical practice/techniques.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating teams that operate at a national level / involve multiple agencies or forces.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

The evaluation will be supported by the programme support team, but will require the National Insight Team to track taskings, outcomes and feedback, and provide access to products / processes created by the team.

The evaluation will also include semi-structured interviews or questionnaires with stakeholders, end users and a deliberative focus group session with the National Insight Team, to be carried out in Q3 2018/19. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the team. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. **Intelligence and Information Sources**

The Lead Force shall procure that the National Insight Team will draw from a broad intelligence and information base to develop the national operations database and the national policing data tool. Each party to this Agreement and any agencies running Modern Slavery operations will, through their Regional Transformation Team, submit high level information to enable the mapping of active investigations required by the National Insight Team to develop an accurate understanding of the threat posed to policing and to supply the information required by the Home Office.

In conjunction with the What Works Team, the Lead Force shall procure that the National Insight Team will, as necessary perform structured debriefs of operations, including access to interview or debrief the SIO/Analyst/Investigation Team and gaining access to debriefs. This will enable promulgation of best practice in analysis and also a deeper understanding of operations involving Modern Slavery and their effect on the overall Modern Slavery Intelligence picture.

The Lead Force shall procure that the National Insight Team will also access, via NCA and the Regional Transformation Team, the developing national disruptions dataset and OCGM material.

The Lead Force shall procure that the National Insight Team will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of Serious & Organised Crime Local Partnerships.

The College of Policing shall ensure that the National Insight Team shall have access through the online library, to academic and published material and will take part in academic engagement to further the national understanding of the threat.

The Lead Force shall procure that the National Insight Team will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to

intelligence collection plans for products commissioned from JSTAC or the National Insight Team.

10. **Information Ownership and Data Control**

The Lead Force shall procure that the National Insight Team will disseminate strategic intelligence about recurring themes, linked investigations, offender methodology. This intelligence will be held within and disseminated through the Lead Force's intelligence systems to relevant FIBs/National Systems.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the Programme.

The Lead Force shall procure that the Programme Director and the MSPTU SMT will work together to identify the most appropriate continuation strategy for this team, ensuring the information collected is not lost to the police service.

Responsibility for submitting this intelligence remains with the Lead Force/Agency/ROCU.

11. **Key Stakeholders**

The National Insight Team has numerous stakeholders, including agencies contributing information about operational activity, Regional Analysts, JSTAC, the College of Policing, linked NPCC portfolios, as well as those benefitting from the reports. The Lead Force shall procure that the National Insight Team shall provide:

**(a) Policing**

The Lead Force shall procure that senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), will be able to draw on intelligence reports that they can have confidence in, supporting them in determining strategic priorities for improvement.

The Lead Force shall procure that the National Insight Team will work closely with other NPCC Portfolios to reduce siloed activity between, in particular, CSE, OIC, County Lines and Modern Slavery.

The Lead Force shall procure that force and ROCU Strategic leads will be able to draw on published Insight outputs through the online platforms, and commission activity through the Regional Transformation Teams. The National Insight Team shall procure that forces and ROCUs will benefit from a greater understanding of the intelligence picture and be provided with regular management information in relation to Modern Slavery, and will be able to use other forces/agencies experience to inform their approaches and investigative techniques. The Lead Force shall procure that Regional Transformation Teams will benefit from National Insight Team support in order to help overcome challenges encountered in their region and the development of their regional action plan.

The Lead Force shall procure that investigators and Analysts will be able to draw on published Insight outputs through the online platforms, and seek guidance for their proactive and operational activity from the National Insight Team.

**(b) College of Policing**

The Lead Force shall procure that the College of Policing will benefit from the development of a stronger evidence base to inform training material and the development of APP and training delivery.

**(c) Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups/SGG**

The Lead Force shall procure that partnerships will benefit from access to stronger assessments and support in developing or delivering recommendations to respond to Modern Slavery. The Lead Force shall procure that Regional Transformation Teams will be able to draw down support from the Insight Team for Local Partnerships in their area.

**(d) National Modern Slavery Threat Group**

The Lead Force shall procure that the National Modern Slavery Threat Group will receive regular updates via the Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

**(e) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit**

The Lead Force shall procure that policy officials will benefit from access to more timely, robust and comprehensive assessment of Modern Slavery and the disruptive impact of policing activity, providing a more effective evidence base to guide policy making. This will be through both intelligence reports and management information.

The Lead Force shall procure that the National Insight Team will liaise with the MSU and other units involved the development of the NRM revisions and how they can link into the national data tool in future.

**(f) Independent Anti-Slavery Commissioner's Office**

At the discretion of the Police Transformation Unit Commander, the Lead Force shall procure that IASC will have sight of appropriate assessments and reports produced by the National Insight Team with dissemination through the Police Transformation Unit Commander.

**(g) Her Majesties Inspectorate of Constabularies**

The Lead Force shall procure that HMIC shall have sight of assessments and reports produced by the National Insight Team. The Lead Force shall procure that HMIC will also have access to the processes, activities and outputs of the National Insight Team as part of future thematic reviews and inspections. The Parties acknowledge that HMIC can make recommendations for the National Insight Team, and gain additional briefings via the NPCC Lead. The Parties acknowledge that it is highly likely that the National Insight Teams programme of work will be heavily shaped by the HMIC published recommendations.

**(h) Prime Minister's Modern Slavery Taskforce**

The Lead Force shall procure that the Taskforce will receive key assessments and reports in order to steer high level decision and policy making, impacting cross-government activity.

**(i) Cabinet Office Officials Meeting / PMTF Implementation Unit**

The Lead Force shall procure that the Cabinet Officer Officials Meeting and PMTF Implementation Unit will receive key assessments and reports in order to steer high level decision and policy making, impacting cross-government activity.

**12. Employment Model**

The National Insight Team is directly employed by the Lead Force. Police Staff are seconded (from external forces) or posted (from within Devon & Cornwall) or are recruited on a fixed term contract.

**13. Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of Insight & Analysis, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing.

Reports describing the budget monitoring position will be prepared as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of Insight & Analysis and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the National Insight Team, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

#### 14. **Training**

The Lead Force shall procure that role specific training will be provided and coordinated nationally. In general, Devon and Cornwall is the preferred option for hosting training and other events for the team.

#### 15. **Team Structure**

The National Insight Team comprises one Strategic Performance Analyst Manager, three Analysts and four Researchers managed by the Head of Insight & Analysis who will be responsible for tasking and quality assuring work.

The Strategic and Performance Analyst Manager will be responsible for the day to day management of the analysts and researchers, helping the team develop, and providing support when required.

The staff are being recruited throughout the UK, with local working arrangements being made on appointment. The team will operate from and within the Exmouth, (Devon & Cornwall) programme hub on a regular basis in order to build relationships across teams within the programme. Remote and flexible working arrangements will be considered under



force policy as necessary. Staff will be required to attend meetings across the UK as required.

#### 16. Roles and Responsibilities

<b>Role</b>	<b>Responsibilities in relation to National Insight Team</b>
<b>Modern Slavery Police Transformation Unit Commander (Supt)</b>	<ul style="list-style-type: none"> <li>To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the programme.</li> <li>To manage the operational budget within the delivery teams.</li> <li>To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> </ul>
<b>Programme Director (Police Staff)</b>	<ul style="list-style-type: none"> <li>To provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li> <li>To provide oversight on behalf of the SRO and PCC for the projects development through the Delivery Group and MS Programme Board.</li> <li>To provide strategic oversight and management of the programme budget and risk register.</li> <li>To establish the processes required to evaluate the National Insight Teams impact and to support the evaluation activity.</li> <li>To identify and plan for transition arrangements.</li> </ul>
<b>Head of Insight &amp; Analysis (Police Staff)</b>	<ul style="list-style-type: none"> <li>To provide strategic direction and tasking the analytical activities of the National Insight Team.</li> <li>To provide a professional analytical lead, liaison with the National Analysts Working Group.</li> <li>To escalate challenges to the Police Transformation Unit Commander.</li> <li>To engage with stakeholders and create a strong operating landscape for the National Insight Team, providing updates and briefings as required.</li> <li>Provide final clearance to National Insight Team products and act as release authority for the team's work.</li> <li>To prioritise the tasking's entering the National Insight Team.</li> <li>Provide a detailed update on the progress of the workstream to the Delivery Group via the Police Transformation Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the workstream.</li> <li>To manage the operational budget for the team.</li> <li>To support and facilitate the professional development of Analysts and Researchers working across the Police Service throughout England &amp; Wales to improve the analysis of modern slavery.</li> <li>To manage bespoke strategic and performance analysis, including planning thematic intelligence collection activity as tasked by the Modern Slavery National Threat Group or Prime Ministers Task Force and support decision making accordingly.</li> </ul>
<b>Strategic and Performance Analyst Manager</b>	<ul style="list-style-type: none"> <li>To coordinate and review the analytical activities of the National Insight Team.</li> <li>To oversee the development of the national operations database.</li> <li>To ensure that the National Insight Team is delivering on behalf of the Head of Insight and Analysis, against the strategic expectations of the programme.</li> <li>To escalate challenges to the Head of Insight and Analysis.</li> </ul>

Role	Responsibilities in relation to National Insight Team
	<ul style="list-style-type: none"> <li>• To engage with stakeholders and create a strong operating landscape for the National Insight Team, providing updates and briefings as required.</li> <li>• To line manage the team and encourage development of all staff within the team and provide CPD events throughout the year.</li> </ul>
<b>Analysts</b>	<ul style="list-style-type: none"> <li>• To provide management information regarding modern slavery in the UK, using operational data.</li> <li>• To provide intelligence assessments in support of thematics or intensification periods.</li> <li>• To assess which areas of Modern Slavery are high priority/risk and which are emerging threats to UK policing.</li> <li>• To identify trends and ensure quality of data across the country.</li> <li>• To produce the police elements of the National Modern Threat Group Data Dashboard which will assist in providing a stronger evidence base and narrative about police performance, in particular the impact of disruption activity being undertaken.</li> <li>• To liaise with JSTAC to highlight any trends identified in the data, assisting in the development of more detailed thematic analysis /debriefing /collection plans.</li> <li>• To liaise with What Works Team to highlight good investigative practice identified in the forces and regions for promulgation.</li> <li>• To liaise with Regional MS Analyst Manager to ensure that high quality intelligence collection and debriefing is standardised across the country. They will also provide leads from other Forces and agencies to initiate investigations or prevention activity enabling vulnerable people and places to be protected, and active offenders to be targeted.</li> <li>• To combine material provided by ROCUs, in order to identify vulnerability and generate leads for forces.</li> <li>• To develop priority thematics for regional staff to explore.</li> <li>• To identify cross overs between Modern Slavery, OIC, CSE and County Lines and potential areas for closer working and intelligence leads, developing an understanding of the similarities between the areas of business, how and why cases transfer between them.</li> <li>• To develop and assist in the maintenance of a shared knowledge platform containing all Modern Slavery operations, lessons learnt and assessments of what has worked.</li> <li>• To provide a narrative about the demand on national policing generated by responding to the threat, providing police performance information to the Modern Slavery Strategy Board and Prime Ministers Task Force.</li> <li>• To take responsibility for their own development via CPD.</li> </ul>
<b>Researchers</b>	<ul style="list-style-type: none"> <li>• To assist the Analysts in production of reports, assessments and identification of threat.</li> <li>• To provide research reports based on thematics and intensification periods.</li> <li>• To support the SOBAD and Disruption Register</li> <li>• To support the Data Tools and spreadsheets developed and collated nationally</li> <li>• To support NRM Triage.</li> <li>• To take responsibility for their own development via CPD.</li> </ul>

## **Part 4 MODERN SLAVERY POLICE TRANSFORMATION UNIT - EUROPOL SECONDED NATIONAL EXPERT FUNCTION**

### **Modern Slavery Police Transformation Unit – Europol Seconded National Expert Function**

#### **Terms of Reference & Service Standards**

#### **1. Introduction and Purpose**

This document sets out the terms of reference for the Europol Modern Slavery Function, funded through the Police Transformation Fund (PTF). The function is delivered by the National Crime Agency and the National Crime Agency shall procure the matters set out in these Terms of Reference. The Europol Modern Slavery Function is designed to support the sharing of intelligence to and from Europol (and with international partners via Europol) and UK policing at Force, ROCU and NCA level linked to the threat from modern slavery and human trafficking (MSHT), and to facilitate, with colleagues from Eurojust, the establishment of Joint Investigation Teams.

As a comprehensive terms of reference, this document will set out the Europol functions vision, objectives, scope and delivery. The functions stakeholders, roles and responsibilities will be highlighted, along with its resource and financial plans.

#### **2. Vision**

Intelligence about domestic and international investigations is routinely shared between Europol and UK policing, generating new leads and supporting proactive investigations against MSHT offenders both in the UK and overseas.

##### **Mission**

To increase awareness and develop capability to support an increase in intelligence referred to Europol via the Siena system, by increasing the available training, awareness and guidance and by promoting the Europol function to Police Forces and ROCUs. To provide additional staff to the UK Liaison Bureau, dedicated to increasing the flow of intelligence and facilitating support for Joint Investigations linked to Modern Slavery and Human Trafficking.

#### **3. Resources and duration**

The Police Transformation Programme secures funding for one Seconded National Expert (SNE) to be based at Europol, The Hague, The Netherlands and one UK based researcher to be based within the NCA managed Europol National Unit in the UK (ENUUK). Both staff are responsible to the Head of the UK Liaison Bureau in Europol who will provide assurance to the Lead Force that funding is delivering its intended results through reporting to the Governance Board.

Funding for these posts are agreed until April 2019, subject to Europol's continuing agreement to host the Seconded National Expert, due for formal review midway through the programme in April 2018. The letters of agreement underpinning this are included at Annex A. If the SNE function is not extended beyond April 2018, these terms of reference and the funding agreement will be reviewed and amended accordingly.

#### **4. Scope**

The NCA shall procure that the Europol functions activity will focus on serious and/ or organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;

- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as
- New and emerging issues.

## 5. **Key Outputs and Service Standards**

The Europol function is subject to operational tasking through established NCA and Europol channels, with the understanding that the workload carried is dedicated to servicing the areas of Modern Slavery and Human Trafficking (referred to by Europol as Trafficking in Human Beings (THB)). As part of this, the Lead Force and the NCA shall procure that the SNE and ENUUK researcher will routinely:

- Identify and further investigative leads and intelligence development opportunities linked to MSHT.
- Enhance UK policing engagement with international partners via Europol for example by organising funded operational meetings and officer deployments.
- Facilitate, with colleagues from Eurojust and relevant police services, the establishment of Joint Investigation Teams, supporting UK police forces to understand and participate in these processes.
- Build relationships across European partners in order to strengthen the cross-border response to MSHT, including supporting Impact European Days of Action.

The key additional outputs required by the Police Transformation Programme and which the NCA shall ensure are achieved are:

- Regular engagement between UKLB / the SNE and the Modern Slavery Police Transformation Unit (MSPTU), including at a minimum: regular participation in the Delivery Group and Programme events.
- A schedule of activities to promote Europol, the UKLB and Siena to policing across England & Wales, including participation in conferences, roadshows and meetings agreed by the Head of the UKLB, the development of a video masterclass, and hosting awareness raising visits by police forces from England & Wales to Europol.
- The development and promotion of written guidance for officers to support them to access Europol's functions.
- The delivery of Siena training to identified members of the MSPTU, ROCUs and Forces, where a connection to improving the response to Modern Slavery can be identified.
- The regular review with MSPTU teams of the national policing modern slavery operational database, and engagement through MSPTU teams with SIOs to encourage inclusion of domestic and international investigations within this system; complemented by international enquiries with/ through Europol.
- The identification to the SRO of risks and issues impacting the delivery of the UKs response to MSHT, linked to changes in cross border threats or collaboration agreement.

The Europol function takes the lead on the following deliverable which the NCA shall procure is achieved: "Increase in transit of intelligence to and from Europol, particularly the increase in operational leads provided to UK Policing". The function is also expected to identify opportunities to contribute to the other ten MSPUU deliverables (as set out in the bullet points above), where feasible.

## 6. **The Tasking Process**

MSHT is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for increased pace and volume of UK operational activity. This will undoubtedly have a knock effect in relation to resilience within UKLB, Europol and potentially with some international partners.

Consequently, NCA shall ensure that operational activity must follow standard NCA and Europol tasking processes. Additional activity specific to the MSPTU delivery programme, for example training delivery, must be agreed with the Head of the UK Liaison Bureau who will provide overall workload management in order to ensure resilience across the team.

## 7. **Project Milestones**

The NCA shall ensure that the Head of the UKLB and the MS Police Transformation Unit Commander shall deliver the specific milestones in accordance with the 11 Key Deliverables. Each functions milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the Governance Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## 8. **Evaluation**

The grant conditions necessitate an evaluation takes place during 2018/19. The evaluation approach will be agreed between the Programme Director and the Head of the UKLB and commissioned through the MSPTU Programme Strategic Oversight Board.

In line with the wider programme this is intended to focus broadly on:

- **Service Delivery:** Progress made in implementing the Europol function, and the quality of service being delivered.
- **Building Capacity:** The impact of training, development of policy and guidance, and assessed "good practice" examples.
- **Collaborative Working:** The success / challenges / opportunities and threats identified to projects involving commissioning joint activity across different law enforcement agencies or in multi-disciplinary teams.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

## 9. **Intelligence and Information Sources: Information Ownership and Data Control**

Access to Europol systems for the SNE are set out within the letters attached at Appendix A. The NCA is responsible for ensuring intelligence access for the ENUUK researcher, in line with local operating practices.

The NCA shall ensure that the MSPTU will share the National Policing Operations Database with the Europol function on a regular basis, and will include the Europol function in the dissemination of intelligence assessment products.

NCA and Europol policies for information ownership, handling, review and data control will take primacy over the information assets held by those agencies. The Europol functions use of intelligence should be considered in light of individual agency intelligence handling policies.

The NCA shall procure that the Programme Director and the Head of UKLB will work together to identify the most appropriate exit strategy for this team, endeavouring to ensure the information collected and intelligence feeds established are not lost to the Europol / NCA / law enforcement community.

#### 10. **Stakeholders**

The Europol function has numerous stakeholders across European law enforcement agencies as well as within the UK law enforcement community.

##### **Key Customers:**

- **Policing**

The NCA shall ensure that the Europol function will facilitate intelligence dissemination, lead generation, and intelligence development advice to UK forces, ROCUs and NCA. The NCA shall ensure that the function will support police forces to facilitate the development of operational relationships with other member states agencies.

- **National Modern Slavery Threat Group**

The NCA shall ensure that the National Modern Slavery Threat Group will receive updates as requested via the NCAs representation on this group.

- **Empact**

The NCA shall ensure that the European multidisciplinary platform against criminal threats (Empact) will receive updates via the NCA's representation within Empact.

#### 11. **Employment Model**

NCA will identify / recruit / post both the SNE and the ENUUK researcher for the Term to the Europol function, ring-fenced for work within this project (hereinafter referred to as "the nominated person" . The costs will be charged to the Lead Force in accordance with clause 16.

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the NCA will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness / absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the NCA will inform the Lead Force of the outcome. The NCA will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the NCA will be required to back fill the position with a suitably qualified alternative individual. If the NCA is unable to back fill this position, the funding for this service will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

Should a post become vacant due to long term sickness the NCA and the Programme Director will be jointly responsible for deciding whether a replacement post holder should be recruited.

#### 12. **Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of UKLB, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing. The Europol budget will be signed off annually by the NCA.

Reports describing the budget monitoring position will be prepared as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of UKLB and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the Europol function, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

The budget for 2017/18 is £150,767 all of which will be managed by the NCA, this is the maximum allocation for 2017/18. Participating bodies will be reimbursed for the actual costs of the agreed posts up to the agreed budget. Non staff costs have been set to reflect forecast start dates for staff working on the programme. Later start dates or periods when allocated staff are not available to work on the programme will result in adjustments to the agreed budget.

### 13. **Training**

The NCA shall ensure that role specific training will be provided and coordinated within by the UKLB / NCA.

### 14. **Roles and Responsibilities**

<b>Role</b>	<b>Responsibilities</b>
<b>Head of the UK Liaison Bureau</b>	<ul style="list-style-type: none"> <li>To overcome organisational challenges in resourcing and delivering the Europol function.</li> <li>To provide professional technical guidance and line management of the Europol Function.</li> </ul>

	<ul style="list-style-type: none"> <li>• To support the development of a strong relationship across SNEs and between UKLB and police forces in England and Wales.</li> <li>• To support the development of the Europol exit strategy.</li> <li>• To provide progress reporting and account to the PTF Governance Framework. To provide the National Modern Slavery Threat Group and other bodies as required with a current intelligence picture through verbal briefing.</li> </ul>
<b>Seconded National Expert</b>	<ul style="list-style-type: none"> <li>• To liaise with senior stakeholders and ensure effective collaboration at the strategic level, ensuring the smooth flow of intelligence from partners across HMG into and from Europol.</li> <li>• To escalate challenges to the Senior Responsible Officer.</li> <li>• To review and consider relevant intelligence in a timely fashion.</li> <li>• To support police forces in the identification of development opportunities, including facilitating engagement with the JIT process.</li> <li>• To provide guidance and advice to UK policing to make best use of Europol facilities, and to coordinate the delivery of training / awareness activity in support of this.</li> <li>• To take personal responsibility for professional development.</li> </ul>
<b>ENUUK Researcher</b>	<ul style="list-style-type: none"> <li>• To provide support to the SNE and wider Analysis Project Phoenix activity.</li> <li>• To review and disseminate intelligence appropriately – identifying and developing new operational opportunities for UK policing.</li> <li>• To provide a point of contact for JSTAC.</li> <li>• To take personal responsibility for professional development.</li> </ul>



## APPENDIX 1 – EXCHANGED LETTER

Europol Unclassified – Basic Protection Level

Personnel in Confidence



The Hague, 7 March 2017

National Crime Agency

Mr Matthew Burton  
Head of the UK International Crime Bureau  
Investigations Directorate  
National Crime Agency

(Via Europol Liaison Office)

Subject: Exchange of letters for the secondment of an expert to Europol

*Dear Mr Burton,*

I hereby send a proposal for a bilateral agreement between Europol and the **National Crime Agency** on the secondment of **Ms Caroline Jane Denham**, Liaison Officer of UK Liaison Bureau at Europol to act as a national expert (hereafter the SNE) to Europol with the **Focal Point Phoenix, Operations EMSC & THB Group, European Serious Organised Crime Centre (ESOCC) Business Area** in the Operations Department.

This secondment shall take effect for a period of **1 year** and must start on the **first (1) or the sixteenth (16) of a month** as agreed upon and after the receipt by Europol of the signed letter of confirmation and the Declarations A and B as enclosed. Please note that Europol must receive the signed letter of confirmation and the Declarations **at least 2 weeks prior to the starting date**. If this is received later, the starting date will **automatically be postponed to the next possible first (1) or sixteenth (16) of a month**. In case of the latter, the actual starting date will be notified to the seconding authorities via the ENU concerned.

The secondment may be extended; however, any periods of secondment, including any extension, shall not exceed a total of 3 years and shall be subject to a new exchange of letters.

The place of secondment of the SNE shall be The Hague, The Netherlands. The place of origin has been determined as The Hague, The Netherlands.

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File no. 884714

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2517 KK The Hague

P.O. Box 908 50  
2509 LW The Hague

Phone: +31(0)70 302 50 00  
Fax: +31(0)70 302 58 96

#### Europol Unclassified – Basic Protection Level

May I draw your attention to the fact that this secondment will be governed by the Decision of the Management Board of Europol laying down rules on the secondment of national experts to Europol of 12 May 2016 (hereafter the Decision). As Ms Denham will be a cost-free national expert according to Article 3 of this Decision, Europol will not pay any of the allowances provided for in Chapter III of this Decision or cover any of the expenses foreseen in this Decision, other than those related to the performance of the SNE's duties during her secondment. A copy of this Decision has been given to the SNE. The cost-free SNE covered by this Decision shall remain in the service of the National Crime Agency throughout the period of secondment and to this end the seconding authority must undertake to continue to pay the salary of the SNE, to maintain her administrative status and to be responsible for her social rights, particularly social security and pension, throughout the period of her secondment and at the level of remuneration the SNE was receiving at the time of secondment. **In order to certify this before the secondment please complete, sign and return the attached Declaration B.** The seconding authority must inform Europol of any changes in the SNE situation in this regard. In order to certify that the SNE will remain, throughout the period of secondment, subject to the social security legislation applicable to the SNE's seconding authority and will be responsible for expenses incurred abroad, the SNE's employer shall before the secondment begins provide Europol with the certificate referred to in Article 11(1) of Council Regulation (EEC) No 574/72<sup>1</sup>.

The duties to be carried out by the SNE during the period of secondment include the tasks assigned by the FP Phoenix where the SNE will be placed

For the performance of the duties specified herein the SNE will be granted access to the Europol information processing system at the following scope and level:

- *The SNE will not have direct access to data stored in Analysis Work Files (AWFs).*
- *For the duration of her secondment, she will be regarded as a Europol expert designated to an AWF and in that quality she can have "view" access to the AWF data as regulated in Article 14 (2) of the Council Decision of 6 April 2009 establishing the European Police Office (Europol).*
- *The SNE will be granted "view" access to the Europol Information System as regulated in Art. 13(1) of the Council Decision of 6 April 2009.*
- *The SNE will be granted access to the Europol Index Function as regulated in Art. 15(2) of the Council Decision of 6 April 2009 and Art.1(2) MB Decision on the design of and access to the index function.*
- *The SNE must comply with all provisions regarding the processing of Europol data.*

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<sup>1</sup> OJ L 74, 27.3.1972, p. 1  
File no. 884714

**Europol Unclassified – Basic Protection Level**

A security clearance shall be provided in accordance with Article 7(7) of the Decision **before the SNE is seconded and must cover the entire period of the secondment.**

The secondment may be terminated in accordance with Article 11 of the Decision.

If you as the seconding authority have no objection to the secondment, I would be grateful if you could confirm in writing **by signing the enclosed proposal for bilateral agreement and Declarations A and B** after which the agreement will be considered final in accordance with the above terms and conditions.

**To ensure that the SNE is notified of this agreement and the terms and conditions, which will then be inserted in his/her personal file, please have the SNE date and sign this letter in the section below before returning the documents to Europol.**

Please be informed that from the day on which the secondment starts, the SNE will be covered by Europol against the risk of accident. A copy of the terms of this cover will be provided by Europol to the SNE upon taking up the secondment.

Thank you in advance for your assistance in this matter and I look forward to hearing from you in the near future.

A copy of this letter, the confirmation and Declarations A and B will be inserted in the personal file.

Yours sincerely,

  
Luis de Eusebio Ramos  
Deputy Director



**The content of this letter and the enclosed bilateral agreement have been notified to me:**

On 9th March 2017.

Signature of SNE 

File no. 884714

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3559 XD NL

P.O. Box 908 50

Phone: +31(0)70 302 50 00

## APPENDIX 2 – BILATERAL AGREEMENT

[OFFICIAL]



Matthew Burton  
Head of the UK International  
Crime Bureau  
Intelligence & Operations  
Directorate  
National Crime Agency  
P.O Box 58345,  
London, NW1W 9JJ

### Confirmation of bilateral agreement between Europol and **National Crime Agency**

With reference to the exchange of letters dated 7 March 2017,  
I, the undersigned, confirm

- the agreement on the secondment of **Ms Caroline Jane Denham**, Liaison Officer of UK Liaison Bureau at Europol to act as a national expert (hereafter the SNE) to Europol with the Focal Point Phoenix, Operations EMSC & TNS Group, European Serious Organised Crime Centre (ESOCC) Business Area in the Operations Department;
- that the secondment will be for a period of **1 year** and will take effect as from **01/04/2017** until **31/03/2018**;
- that the secondment will be governed by the Decision of the Management Board of Europol laying down rules on the secondment of national experts to Europol of 12 May 2016 and pursuant to the conditions as set in the exchange of letters of 7 March 2017 and Declarations A and B.

For the seconding authority: Mr Matthew Burton, Grade 1, Head of UK International Crime Bureau, of the National Crime Agency

Stamp and signature of the seconding authority

Done at 1350 L, on 13/3/17.

A handwritten signature in black ink, appearing to read 'Matt Burton'.

**Matt Burton**  
Head of UK International Crime Bureau  
Investigations Directorate  
National Crime Agency

**Part 5 MODERN SLAVERY POLICE TRANSFORMATION UNIT – NATIONAL TRAINING CO-ORDINATION FUNCTION**

**Modern Slavery Police Transformation Unit  
National Training Coordination Function**

**Terms of Reference & Service Standards**

## **1. Introduction and Purpose**

This document sets out the terms of reference for the Modern Slavery Training Coordination Function. This is an integral part of the Modern Slavery Police Transformation Programme, funded via the Police Reform and Transformation Fund Board.

The purpose of the function is to improve the quality and consistency of training and CPD material available to enable core roles within the police service improve their response to Modern Slavery; and to ensure that learning from across the transformation programme teams is incorporated into training material.

As a comprehensive terms of reference, this document sets out the Modern Slavery Training Coordination Function's vision, objectives, scope and deliverables. The Training Coordination Function's key stakeholders, roles and responsibilities are highlighted, along with its resource and financial plans.

## **2. Vision and Mission**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the police response to modern slavery, gaps within APP and guidance and a lack of accredited training material resulting in patchy delivery of training, often outsourced and delivered without an understanding of the evolving strategic policing landscape or threat picture.

### **Vision:**

The police service has a clear and consistent route to improvement. Forces can draw on accredited training and peer reviewed CPD activity to help improve confidence across a range of roles within the police service.

### **Mission:**

To provide specialists to scope the national police training landscape and champion change within this via the Training Task & Finish Sub Group. To develop responses to fill identified learning needs within policing including (but not limited to) developing, peer reviewing and accrediting training modules via the College of Policing for forces in England and Wales to access. During the lifetime of the programme, to overcome barriers to uptake including providing centralised delivery of some of these courses.

## **3. Key Outputs and Service Standards**

The Lead Force shall procure that the following objectives are carried out to enable the Modern Slavery Training Coordination Function to deliver upon its mission and achieve its vision:

- (a) Chair the Training Task & Finish Sub Group and manage actions from this group to policing, working collaboratively with other law enforcement agencies to improve the training landscape.
- (b) Review the national policing landscape and identify the main learning needs, scoping a range of options and putting proposals for the development of products/events/training outcomes to the Modern Slavery Police Transformation Programme Senior Responsible Officer.
- (c) Bring together appropriate specialists to order to develop agreed proposals into accredited training products, working with the College of Policing.
- (d) Work with all of the police transformation programme teams in order to promote lessons learnt and emerging understanding resulting from their work to a wider policing audience.
- (e) Strengthen the information provided to inform the development of Approved Policing Practice, Shared Information, Guidance and Training Material.

- (f) Provide information to the National Modern Slavery Threat Group, Strategic Governance Group, and the Cabinet Office Implementation Unit regarding uptake of courses and emerging training needs.

### **Project Milestones**

The Head of Operations & Development and the Modern Slavery Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## **4. Scope**

The Lead Force shall procure that in line with the wider Police Modern Slavery Transformation Programme's activity, the training coordination function will seek to improve the investigation of a wide range of types of Modern Slavery. Training activity will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children; and
- Other forms of exploitation (including domestic servitude and organ harvesting) as well as new and emerging issues flagged by the wider transformation programme teams.

The Police Modern Slavery Training Coordination Function is being established in order to improve policing's response to Modern Slavery. This necessitates close working with other law enforcement agencies and some of the training options may be identified as being best delivered via a multi-agency approach. The investment within the Police Transformation Programme should be directed at the police services within England and Wales, with service provision to other agencies agreed with the SRO.

The cost of developing training products means that whilst proposals are first considered by Modern Slavery Police Transformation Unit (MSPTU) SMT, final authorisation sits with the SRO. Proposals will be authorised via the SRO at the monthly Delivery Group and if approved, a set budget will then be released to the Modern Slavery Police Transformation Unit Commander.

## **5. Core Functions**

The core functions of this team are to develop, accredit via the College of Policing and track delivery of a series of identified training products; to identify ways to cascade learning amongst the police services of England and Wales via CPD events and bespoke learning activities. By exception, the SRO may also authorise the training functions to organise a programme of delivered training activity. The function also provides a Chair and manages the Training Task & Finish Sub Group of the National Modern Slavery Threat Group, and is responsible for scoping learning needs across policing, and developing proposals in response to these.

## **6. The Tasking Process**

Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for training products and activity that could overwhelm the training coordination functions budget and staffing levels.

The Lead Force shall procure that day to day management of the Training Coordination Function is via the Police Transformation Unit's DCI Police Transformation Unit Head of Operations and Development. The Unit Commander holds the budget and operational decision making responsibility for the delivery of training activity which has been approved by the SRO.

The Lead Force shall procure that Forces and ROCUs in England & Wales can put forward identified gaps in training provision via their benchmarked action plan returns which are completed together with the Regional Transformation Teams. The MSPTU SMT can approve scoping activity for training product workstreams or arrange CPD events within the capacity of their overall operating budget.

The MSPTU SMT's proposals for further investment in development or delivery of courses which require an additional budget are agreed by the SRO via the monthly Delivery Group, or for proposals above the SROs authorisation limit of £100,000 by the quarterly Strategic Oversight Board.

The College of Policing shall remain the lead on the production of accredited training material, APP, and standardised shared information and guidance. The Head of Operations and Development is responsible for ensuring the College is sighted on training development proposals and that these are progressed collaboratively.

## **7. Outcomes**

The Lead Force shall procure that the Training Coordination Function will provide:

- (a) The following infrastructure:
  - A record of training uptake & ongoing training needs analysis.
- (b) Training products/material/inputs/online engagement to resolve the following identified needs:
  - Specialist Investigators Course;
  - Awareness Package;
  - Train the Trainer or alternative support for trainers;
  - Upskilling Senior Investigating Officers;
  - Lead Investigator's Masterclasses;
  - Engagement with strategic leads, senior officers, and PCCs;
  - Support for strengthening partnership working (either local partnerships, joint agency working or across the Criminal Justice System);
  - Masterclass videos;
  - Regional roadshows and annual SPOC conference;
  - Intelligence and Analysis (e.g. SIENNA Training); and
  - Other issues identified by the programme.
- (c) The following services:
  - A Chair for the Training Task & Finish Group;
  - Support for the development of Modern Slavery APP, Shared Information and Guidance through the College of Policing;



- Support for staff within the transformation programme and across forces in England & Wales, signposting to training options; and
- A minimum of two (2) CPD events a year open to all Force and Regional SPOCs.

## 8. Evaluation

The Lead Force shall procure that the Training Coordination Function will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. feedback forms; stakeholder interviews, process reviews) and quantitative approaches (e.g. training uptake) in order to comprehensively evaluate the impact the function has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new training functions, activity, the quality and impact of services being delivered.
- **Building Capacity:** The impact of training.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating functions or services that operate at a national level / involve multiple agencies or forces.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

The Lead Force shall procure that the evaluation will be supported by the programme support team, but will require the Training Coordination function to track activity, outcomes and feedback, and provide access to products / processes created.

The evaluation will also include semi-structured interviews or questionnaires with stakeholders, feedback from end users and the Training Coordination Function to be carried out in Q3 2018/19. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the function. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. Information Ownership and Data Control

Devon and Cornwall Police policies for information ownership, handling, review and data control will take primacy over the information assets established through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the unit.

The Lead Force shall procure that the Programme Director and the SMT will work together to identify the most appropriate exit strategy for this team, ensuring the information collected or products created are not lost to the police service.

The Intellectual Property Rights (IPR) for products created by the Training Coordination Function is held by Devon & Cornwall PCC. The programme is required to grant the Police Reform and Transformation Fund Board a non-exclusive licence (permission) to use products created by the programme with rights to grant sub licences of this material.

The Lead Force shall procure that once material is created, the programme will transfer material to the College of Policing for inclusion within its National Policing Curriculum (NPC) to be branded, updated/maintained, onward developed and distributed to police forces under the College's current licensing arrangements.

The Lead Force shall use their existing Contributors Agreement to grant the College a non-exclusive, irrevocable, royalty free, perpetual licence to use (including the right to sub-licence) Force Materials (works in which the Force are the Intellectual Property Rights owner) for the Stated Purpose (use in College Products).

## 10. Key Stakeholders

The Training Coordination Function has numerous stakeholders, including agencies contributing information about operational activity, the College of Policing, linked NPCC portfolios, as well as those benefitting from the training material, information and guidance it will provide.

### Key Customers:

- **Policing**

The Lead Force shall procure that Forces across England & Wales will be able to access training products created by the Training Coordination Functions via the College of Policing's Managed Learning Environment. The Colleges usual licensing arrangements apply.

The Lead Force may elect to also deliver training courses if proposals to do so are approved by the Senior Responsible Officer. These will be advertised to all Forces in England & Wales who will be able to put participants forward based on their training needs assessment within their benchmarked Force Modern Slavery Action Plan.

The Lead Force shall procure that Forces within England & Wales will be able to apply for places on at least two (2) CPD events per year for Force and Regional SPOCs. In addition, the Lead Force will procure that bespoke masterclasses are made available online to a wider policing audience.

The Lead Force shall procure that the NPCC Lead/APCC Lead will (with support from the Unit Commander/Programme Director) provide updates about training availability and uptake to National Police Chiefs Council / Association of Police & Crime Commissioners meetings and membership / National Modern Slavery and Trafficking Network, as part of the wider transformation programmes accountability.

- **Partner Agencies**

The Lead Force shall procure that agencies beyond the forty-three (43) Forces in England & Wales are able to apply to the College of Policing for access to licensed products created through the programme. The college's usual licensing arrangements will apply.

- **College of Policing**

The Lead Force shall procure that the Training Coordination Function will work alongside the College of Policing to develop and license training products.

- **Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups**

The Lead Force shall procure that partnerships will benefit from access to the online shared communications material repository.

- **National Modern Slavery Threat Group**

The Lead Force shall procure that The National Modern Slavery Threat Group will receive regular updates via the MSPTU Unit Commander / Task & Finish Chair to inform their decision making and assist in the development of cross-agency initiatives.

- **Home Office - Modern Slavery Unit**

The Lead Force shall procure that policy officials will benefit from access to information about training delivery and uptake. Outputs from the team will be disseminated through the Training Task & Finish Sub Group with additional briefings via the NPCC Lead / MSPTU Unit Commander.

- **Independent Anti-Slavery Commissioner's Office**

The Lead Force shall procure that IASC will have sight of published training material and the College of Policing and additional briefings arranged via the NPCC Lead / MSPTU Unit Commander / DCI Tactical Coordination & Support.

- **Her Majesties Inspectorate of Constabularies**

The Lead Force shall procure that HMIC will have sight of published training material and information about training uptake produced by the Training Functions team and the College of Policing.

- **Cabinet Office Officials Meeting / PMTF Implementation Unit**

The Lead Force shall procure that these forums will receive training uptake information and a high level read out of the training provision being created in order to steer strategic decision and policy making, impacting cross-government activity. Outputs from the team will be disseminated via the Programme Director/MSPTU Unit Commander.

## 11. **Employment Model**

The Lead Force shall procure that the Training Coordination Function team are either:

- Directly **employed** by Devon & Cornwall Police as the host force. Officers are seconded (from external forces) or posted (from within Devon & Cornwall) into the programme.
- Police Staff are seconded (from external forces) or posted (from within Devon & Cornwall) or are recruited on a fixed term contract, which cannot extend past the agreed funding period.
- Contractors employed by Devon & Cornwall Police either through an agency or via a private contract, in order to bring specialist skills into the coordination function.
- Please see the Employment Model and Secondment Agreements for policy and responsibility implications.

## 12. **Funding and performance reporting**

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of Operations and Development, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing.

Reports describing the budget monitoring position will be prepared as follows during 17/18.

The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of Operations and Development and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the Training Coordination Function, but the entire programme, is at risk. In addition to published return dates, the grant conditions enable the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

### 13. Training

The Lead Force shall procure that role specific training for staff within the Training Coordination Function will be provided and coordinated nationally. In general, Devon and Cornwall is the preferred option for hosting training and other events for the team.

### 14. Team Structure

The Training Coordination Function comprises two (2) full time staff and additional consultants as required.

During the course of the programme, with the support of the Programme Director and the SRO (and where appropriate, the Strategic Oversight Board) external consultants or short term contracts may be employed to fill identified specialist gaps.

The Training Coordination Function report to the DCI Head of Operations and Development. The DCI Head of Operations and Development is responsible for the day to day management of all staff within the team, helping to develop them and to quality assure their work.

The staff are being recruited throughout the UK, with local working arrangements being made on appointment. The team will operate from and within the Exmouth, (Devon & Cornwall) programme hub on a regular basis in order to build relationships across teams within the programme. In general, Devon & Cornwall is the preferred option for hosting training and other events, with regional delivery considered for programmes with a national roll out.

### 15. Roles and Responsibilities

Role	Responsibilities in relation to Training Coordination Function
Supt MSPTU Unit Commander	<ul style="list-style-type: none"><li>• To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the programme.</li><li>• To manage the operational budget within the delivery teams.</li><li>• To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li></ul>
Programme Director (Police Staff)	<ul style="list-style-type: none"><li>• To provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li><li>• To provide oversight on behalf of the SRO and PCC for the project's development through the Delivery Group and MS Programme Board. To provide strategic oversight and management of the programme budget and risk register.</li><li>• To identify and plan for transition arrangements</li></ul>
DCI Head of Operations and Development	<ul style="list-style-type: none"><li>• To ensure that the Training Coordination Function is delivering on behalf of the MSPTU Unit Commander, against the strategic expectations of the programme.</li><li>• To escalate challenges to the MSPTU Unit Commander / Programme Director</li><li>• To engage with stakeholders and create a strong operating landscape for the Training Coordination Function, providing updates and briefings as required and liaising with the College of Policing.</li><li>• Provide final clearance to Training Coordination products and act as release authority for the team's work.</li><li>• To prioritise the proposals being scoped by the Training Coordination Function.</li><li>• To provide a detailed update on the progress of the work-stream to the Delivery Group via the Police Transformation Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the work-stream.</li></ul>

	<ul style="list-style-type: none"> <li>• To manage the operational budget allocated to the Training Coordination Function to deliver against set products according to the agreed Costed Training Plan (which is a training plan which shall be approved by the Strategic Oversight Board).</li> <li>• To manage the operational budget allocated to the Training Coordination Function to deliver against set products.</li> <li>• To oversee and direct the consultants.</li> </ul>
Head of Insight and Analysis (Police Staff)	<ul style="list-style-type: none"> <li>• To identify training needs and support the development of training proposals for the police analytical community which will benefit analysts operating inside Forces and ROCUs.</li> </ul>
What Works Manager	<ul style="list-style-type: none"> <li>• To line manage the Training coordinators and encourage development of all staff within the What Works Team.</li> </ul>
Training Coordinators	<ul style="list-style-type: none"> <li>• Work with practitioners and specialists to identify clear learning outcomes and design course content (including through commissioning of external designers and suppliers).</li> <li>• Identify options for training delivery, making recommendations as to the prioritisation, scope, and delivery mechanism for each of the training solutions.</li> <li>• Track the delivery of the training programme across all Forces in England &amp; Wales, providing regular updates and identifying solutions for obstacles encountered during delivery.</li> <li>• Ensure training material is regularly updated to reflect evolving best practice and draws on evidenced based policing principles.</li> <li>• Work with the wider transformation programme teams to break out new learning to the police service.</li> <li>• Work with Regional Coordinators to identify training needs and to develop Regional Training Action Plans in order to support Forces and Partnerships to improve.</li> <li>• Facilitate the development of a network of practitioners delivering training on MS inside and outside of the police service.</li> </ul>
Consultants	<ul style="list-style-type: none"> <li>• Develop and design existing products, to provide to the College of Policing for licencing.</li> <li>• Standardise the existing TAC advisor / specialist investigator 4 day course.</li> <li>• Develop material for the Train the Trainer, One day awareness, and review options for the overall programme.</li> <li>• Audit all current police training and produce a strong structuring of the Training workstream Project Plan for the first year, which complements the HMIC inspection framework.</li> <li>• Act as the primary facilitator with the College of Policing to ensure the training products developed by the Unit are licensed in a timely manner.</li> <li>• Chair the Training Task and Finish Group on behalf of the Unit.</li> <li>• Deliver a variety of modern slavery training packages to national policing.</li> <li>• Work with the vulnerability portfolio key stakeholders to ensure cross-over of training packages.</li> </ul>



**Part 6 MODERN SLAVERY POLICE TRANSFORMATION UNIT – WHAT WORKS TEAM**

**Modern Slavery Police Transformation Unit  
What Works Team**

**Terms of Reference & Service Standards**

## **1. Introduction and Purpose**

This document sets out the terms of reference for the Modern Slavery What Works Team. The team is an integral part of the Modern Slavery Police Transformation Programme, funded via the Police Reform and Transformation Fund Board. The purpose of the team is to improve the evidence base that informs the police services decision making about tackling Modern Slavery, identifying and promoting best practice.

As a comprehensive terms of reference, this document sets out the MS What Works Team vision, objectives, scope and deliverables. The What Works Team key stakeholders, roles and responsibilities are highlighted, along with its resource and financial plans.

## **2. Vision and Mission**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the police response to modern slavery, gaps within APP and guidance, and the necessity for lessons to be learnt at pace and shared across all Forces.

The What Works team will support continuous improvement within the police service, ensuring that each police investigation into Modern Slavery is reviewed in order to improve the next. Lessons learnt / good practice at all stages from prevention to prosecution will be identified in a consistent way and built into organisational memory, including a bank of evaluated projects and activities.

The team will champion innovation within Forces but seek to reduce the duplication of individual, non-expert officers struggling with complex policy development. The team will actively contribute to the development of stronger APP, guidance and shared information, and will develop networks inside and outside of the police service to support investigators overcome obstacles inhibiting investigations.

### **Vision:**

The police service has a clear and consistent route to improvement. Investigators and strategic leads can draw on an evidence base to inform decision making in tackling Modern Slavery.

### **Mission:**

To bring together a team of specialists to develop expertise and assess good practice in identifying, investigating and prosecuting Modern Slavery and to work together to collectively improve the understanding of what works, providing an evidence base accessible to all parties within the collaboration agreement.

## **3. Key Outputs and Service Standards**

The Lead Force shall procure that the following objectives will enable the What Works Team to deliver upon its mission and achieve its vision:

- (a) Bring together a team of specialists as identified in the roles below, developing each role to act as a Modern Slavery generalist, in addition to providing specialist advice and knowledge within a particular area of expertise.
- (b) Improve the evidence base, generating guidance surrounding complex elements of Modern Slavery investigations and prosecutions.
- (c) In generating evidence based guidance, provide a rapid evidence assessment of existing publications and research. Act as the mechanism to break out the existing academic Modern Slavery research to the wider policing community, via tools such as POLKA.



- (d) Facilitate a deeper debrief of investigations where extensive relevant learning is identified, or where the investigation could contribute towards the National Strategic Intelligence Requirements or identified collection requirements and subsequently publish a narrative on the lessons learnt (where necessary).
- (e) Strengthen the information provided to inform the development of Approved Policing Practice, Shared Information, Guidance and Training Material.
- (f) Provide information to the Insight Team, JSTAC, College of Policing and the National Modern Slavery Threat Group.
- (g) Develop networks and resources to support investigators overcome challenges identified as persistent themes within investigations.
- (h) Commission external specialist support as required.
- (i) Develop the investigators seconded to the What Works team, providing a policing legacy of enhanced Evidenced Based Policing skills, knowledge and awareness.

### **Project Milestones**

The Head of Operations & Development and the MS Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to Participating Bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## **4. Scope**

In order to provide the strongest support and reporting possible, the Lead Force shall procure that the What Works team will consider all investigations defined by Forces as Modern Slavery. Its reporting will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as
- New and emerging issues.

The Lead Force shall procure that the What Works team will seek to harvest information from Forces and other agencies involved in this collaboration. They will provide a review of existing academic and published material and apply evidenced based policing approaches to the identification of good practice. They will also consider what learning Modern Slavery responses can draw from the evidence bases and best practice developed in other similar areas of policing or social practice, and actively work to reduce silos between policing portfolios.

The Lead Force shall procure that the What Works Team will seek to provide a stronger evidence base to respond to challenges which are experienced by police investigators /

prosecutors. In developing a work programme, the Lead Force shall procure that the DI What Works Manager will consider the usefulness and applicability of the research to ensure that the team develop practical guidance and support to investigators/prosecutors.

The work programme for the What Works team will be influenced by the outputs from HMIC, the JSTAC and the Insight Teams, following the developing evidence base. This should ensure that that team's effort is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to successful investigations and prosecutions. The programme of work is considered by Police Transformation Unit SMT and final authorisation sits with the Unit Commander.

## **5. Core Functions of the Role**

The core functions of the What Works Team role are to develop specialist advice and guidance to improve the way in which Modern Slavery investigations are run, ensuring that lessons learnt are made available to a wide audience, and that persistent strategic themes are tackled. The Lead Force shall procure that the What Works specialists use reasonable endeavours to develop a strong network of support across their area of specialism which they enable other investigators to use and which will outlast the project. The Lead Force shall procure that the What Works Team uses evidenced based policing approaches to identify and test 'good' practice, and to utilise a structured debriefing process to break out the lessons learnt in investigations and prosecutions.

## **6. The Tasking Process**

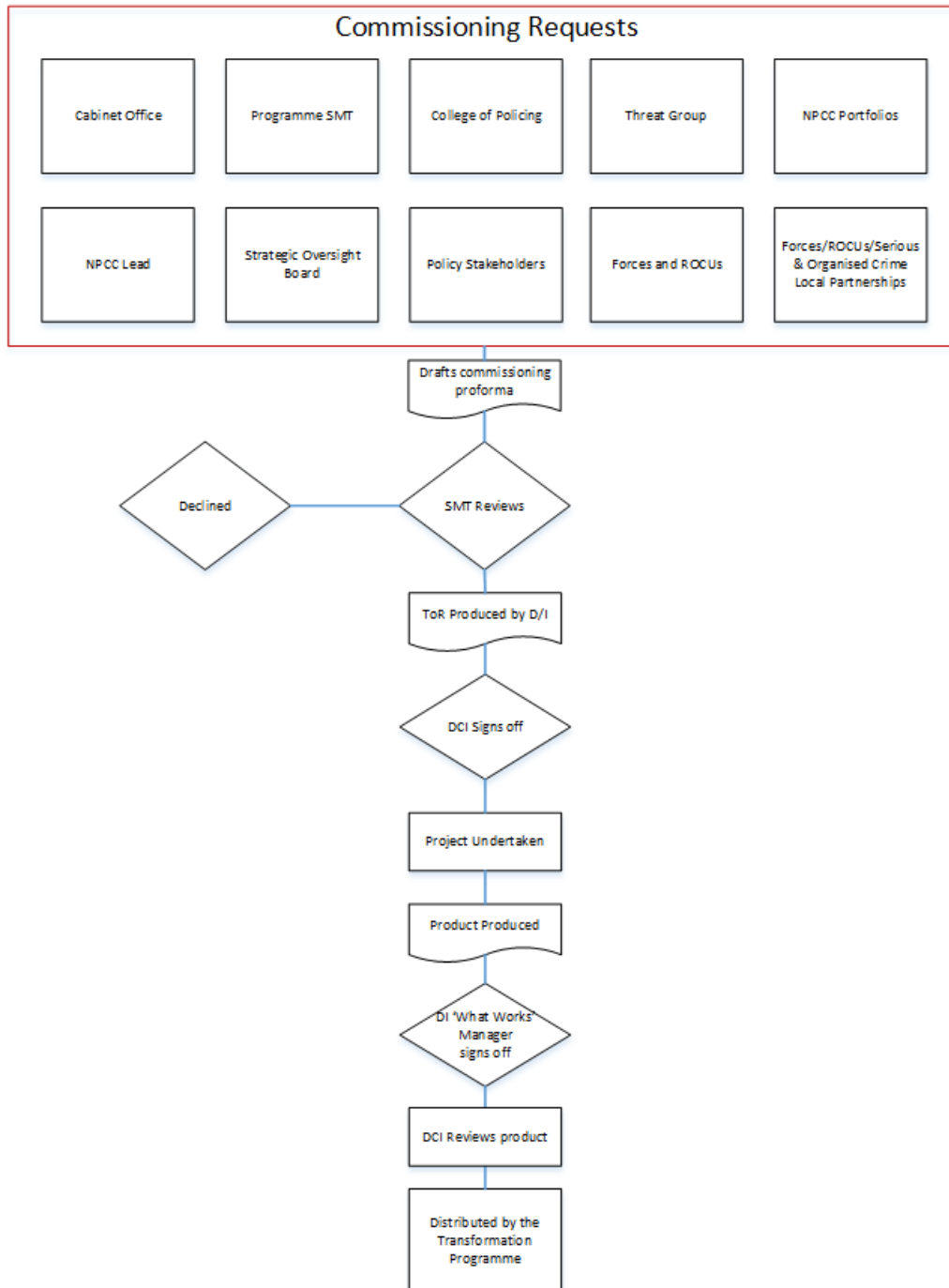
Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for reporting that could threaten to overwhelm the What Works team's staffing levels.

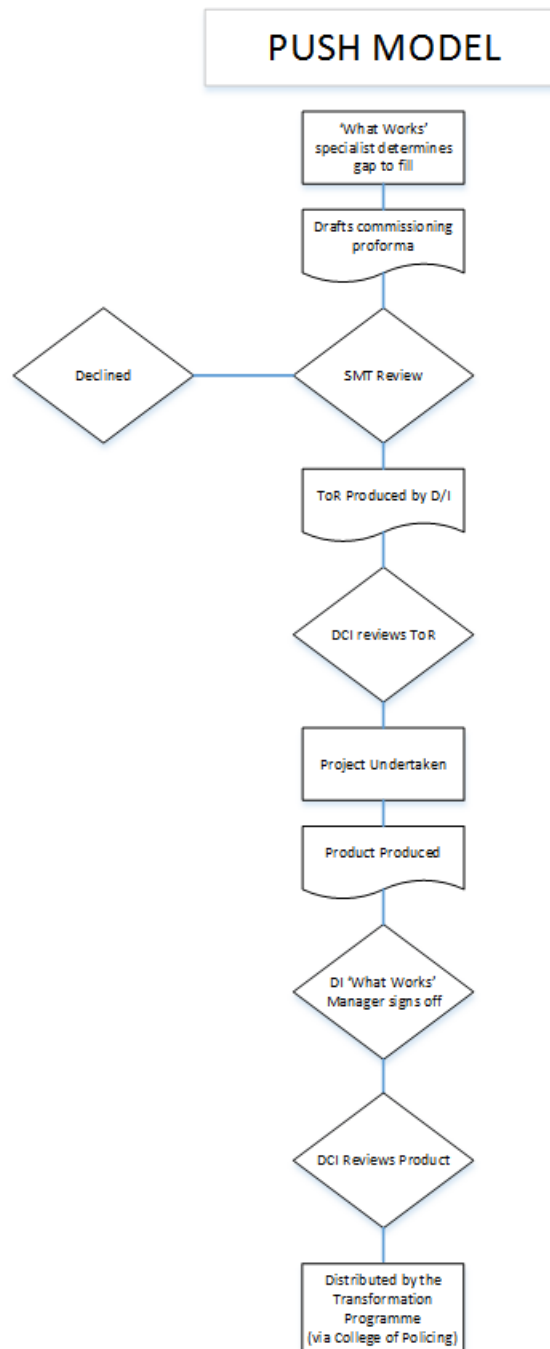
Consequently, the What Works team activity and assessment must be formally commissioned through the Modern Slavery Police Transformation Unit and the workload managed by the DI What Works Manager.

The Lead Force shall procure that the What Works team will operate on both a 'pull' and 'push' model of knowledge production.

Specialists within the team will recommend the production of reporting based upon material they are exposed to in the normal course of their duties (the 'push' model). Customers and stakeholders will request reporting to address key operational and policy concerns (the 'pull' model). These models are outlined in process charts below:

## PULL MODEL





The Lead Force shall procure that the production of a commissioning pro-forma will be conducted by commissioning bodies in close liaison with the DI What Works Manager, enabling the setting of meaningful and answerable terms of reference and maximising the chance that commissions will be cleared. This audit trail will also support the evaluation of the teams' activity.

The Lead Force shall procure that Bi-monthly bulletins will be cleared by the DCI Head of Operations and Development for publication to ensure consistency and synergy across the transformation programme. Lessons Learnt Reports and What Works should be reviewed with the DI What Works Manager and the Head of Insight and Analysis and where appropriate the College of Policing prior to clearing from the DCI Head of Operations and Development.

Products will be issued through the Transformation Programme official channels with appropriate handling conditions. In principle, learning will be shared as widely as is feasible,

in consultation with the Forces/Agencies supplying material. This may require the production of sanitised products for wider dissemination via POLKA.

The College of Policing remains the lead on the production of APP and standardised shared information and guidance. The DI What Works Manager will develop an appropriate route to share emerging knowledge with the College of Policing.

## 7. Outcomes

The Lead Force shall procure that the What Works Team will operate on both the 'push' and 'pull' models of knowledge development, taking the initiative to suggest commissioning which the What Works specialists judge to be important and timely (the 'push' model), whilst also providing assessments/guidance in response to commissioning requests from the Transformation Unit SMT and wider stakeholders (the 'pull' model).

Once the What Works Team is fully staffed the Lead Force shall procure that it will provide:

The following infrastructure:

- A stronger interface for sharing good practice and training material through Polka.
- Thematic specialist support and advice available to Regional Co-ordinators and wider policing where appropriate
- A bank of academic research on Modern Slavery and a network of academic institutions to support and steer the generation of the evidence base in line with the policing need.

The following reports:

- Facilitate a deeper debrief of investigations where extensive relevant learning is identified and generation of debrief report
- **Lessons Learnt Reports** describing contextual learning from key police investigations and prosecutions (in response to specific questions or intelligence collection requirements/NSIRS).
- What **Works Assessments and Guidance** (in response to specific questions) as tasked.

The following services:

- Support for the development of Modern Slavery APP, Shared Information and Guidance through the College of Policing.
- A critical friend service for Regional Co-ordinators, signposting to advice / good practice or hosting of telephone solutions panels to help them support forces.
- An access route for academics to engage with Modern Slavery policing practitioners, to support research and the development of the evidence base.
- A minimum of two (2) academic round table events yearly.

## 8. Evaluation

The What Works Team project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new processes/functions, the quality and impact of service being delivered through these processes.
- **Building Capacity:** The impact of training, development of analytical practice/techniques.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating teams that operate at a national level / involve multiple agencies or forces.

- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

The evaluation will be supported by the programme support team, but will require the What Works Team to track taskings, outcomes and feedback, and provide access to products / processes created by the team.

The evaluation will also include semi-structured interviews or questionnaires with stakeholders, end users and a deliberative focus group session with the What Works Team. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the team. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. Intelligence and Information Sources

The Lead Force shall procure that the What Works team will draw from a broad intelligence and information base. This will include the National Operations Database, to be developed through the wider transformation programme alongside the national policing data tool. Forces and agencies running Modern Slavery operations will – through their regional coordinators and Regional Strategic Analysts – need to submit high level information into the system, to enable the mapping of active investigations required by the Cabinet Office.

The Lead Force shall procure that the team will seek, through agreement with individual forces and SIOs, sight of Force Policies and more detailed information relating to operations where there is significant learning to be gained. This may include but is not limited to: access to interview or debrief the SIO / analyst / investigation team; access to debriefs; access to interview transcripts or case material.

The Lead Force shall procure that the What Works team will also access via NCA, Insight Team and Regional Co-ordinators, the developing national disruptions dataset/OCGM material.

The Lead Force shall procure that the What Works team will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of Serious & Organised Crime Local Partnerships.

The What Works team will have access through the College of Policing online library to academic and published material. The team will also be able to draw from the College of Policing's Research Map and from academic engagement with the service, via NPCC Lead and the Head of Insight and Analysis.

The Lead Force shall procure that the What Works specialists will also work to build relationships with agencies beyond policing to develop access to information and assessed best practice held across HMG and professional networks.

The Lead Force shall procure that the What Works team will undertake engagement, intelligence and information development activities with risky business sectors. This may include buying in guidance, expertise or data in order to break prevention or intervention opportunities out to Forces in areas such as finance, commercial shipping, aviation, finance, recruitment agencies. This is likely to involve hosting workshops or recruiting experts on very short term consultancy projects.

The Lead Force shall procure that the What Works team will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to intelligence collection plans for products commissioned from the JSTAC or the Insight Team.

## 10. Information Ownership and Data Control

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established through the What Works Team. The Chief Officer of the Lead Force is identified as the data controller for the unit.

The Lead Force shall procure that the Programme Director and the Senior Management Team will work together to identify the most appropriate exit strategy for this team, ensuring the information collected is not lost to the police service.

During operational debriefing activity, the What Works team will flag to the Lead Force/Agency/ROCU of the operation being debriefed tactical and strategic intelligence which is valuable and has been overlooked. Responsibility for submitting this intelligence remains with the Lead Force/Agency/ROCU.

The Lead Force shall procure that the What Works Team will notify the Insight Team of strategic intelligence about recurring themes, linked investigations, offender methodology. This intelligence will be held within and disseminated through the Lead Force's intelligence systems to relevant FIBs/National Systems.

## **11. Key Stakeholders**

The What Works Team has numerous stakeholders, including agencies contributing information about operational activity, the College of Policing, linked NPCC portfolios, as well as those benefitting from the shared information and guidance it will provide.

### **Key Customers:**

- **Policing**

Senior policing decision makers, including NPCC, APCC, will be able to draw on an evidence base that they can have confidence in, supporting them in determining strategic priorities for improvement. NPCC and APCC members can commission work for the What Works team through the NPCC / APCC leads for Modern Slavery. The NPCC Lead/APCC Lead will (with support from the Unit Commander/Programme Director) provide updates to National Police Chiefs Council / Association of Police & Crime Commissioners meetings and membership / National Modern Slavery and Trafficking Network, as part of the wider transformation programmes accountability.

Force and ROCU Strategic leads will be able to draw on published What Works outputs through the online platforms, and able to commission What Works activity through the Regional Co-ordinators to the DCI Head of Operations and Development. Forces and ROCUs will benefit from greater understanding of good practice in relation to Modern Slavery, and will be able to use other Forces/agencies experience to inform their approaches and investigative techniques. Regional Co-ordinators will benefit from drawing in What Works Team support in order to help overcome challenges encountered in their region.

Investigators/Analysts will be able to draw on published What Works outputs through the online platforms, and seek guidance and signposting to support for their operational activity within their investigation through the DI What Works.

- **Prosecutors and the Criminal Justice System**

Prosecutors will have access to a stronger evidence base to inform the approach that they take within their cases, and will benefit from investigations having avoided repeating mistakes that damage prosecution outcomes. The DCI Head of Operations and Development and DI What Works Managers will ensure regular briefings and consultation with CPS forums.

- **College of Policing**

The College of Policing will benefit from the development of a stronger evidence base and training material to inform the development of APP and training delivery.

- **Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups**

Partnerships will benefit from access to stronger guidance and support in developing or delivering recommendations to respond to Modern Slavery.

- **National Modern Slavery Threat Group**

The National Modern Slavery Threat Group will receive regular updates via the MSPTU Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

- **Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit**  
Policy officials will benefit from access to more timely, robust and comprehensive assessment of ways to overcome obstacles within Modern Slavery investigations and the disruptive impact of policing activity, providing a more effective evidence base to guide policy making. The MSU can submit commissioning requests for the Police Transformation Unit. Outputs from the team will be disseminated as in paragraph 3 of this Part 6, with additional briefings via the NPCC Lead / MSPTU Unit Commander.
- **Independent Anti-Slavery Commissioner's Office**  
IASC will have sight of published guidance, shared information and policy produced by the What Works team and the College of Policing. The IASC can submit commissioning requests for the Police Transformation Unit. Outputs from the team will be disseminated as in paragraph 3 of this Part 6. Additional briefings arranged via the NPCC Lead / MSPTU Unit Commander / DCI Tactical Coordination & Support.
- **Her Majesties Inspectorate of Constabularies**  
HMIC will have sight of published guidance, shared information and policy produced by the What Works team and the College of Policing. HMIC will also have access to the processes, activities and outputs of the What Works team as part of future thematic reviews and inspections. It is likely that the What Works team's programme of work will be influenced by the HMIC published recommendations.
- **Prime Minister's Modern Slavery Taskforce**  
The Taskforce will receive key review and best practice updates in order to steer high level decision and policy making, impacting cross-government activity. Outputs from the team will be disseminated via NPCC Lead.
- **Cabinet Office Officials Meeting / PMTF Implementation Unit**  
These forums will receive key review and best practice updates in order to steer high level decision and policy making, impacting cross-government activity. Outputs from the team will be disseminated via the Programme Director/MSPTU Unit Commander.

## **12. Employment Model**

The What Works team are all directly employed by the Lead Force. Officers are seconded (from external forces) or posted (from within Devon & Cornwall) into the programme.

Police Staff are seconded (from external forces) or posted (from within Devon & Cornwall) or are recruited on a fixed term contract, which cannot extend past the agreed funding period.

Please see the Employment Model and Secondment Agreements agreed by the Lead Force shall set out for policy and responsibility implications.

## **13. Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of Operations and Development, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing.

Reports describing the budget monitoring position will be prepared as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end



<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of Operations and Development and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the National What Works, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

#### **14. Training**

The Lead Force shall procure that role specific training will be provided and coordinated nationally. In general, Devon and Cornwall is the preferred option for hosting training and other events for the team.

#### **15. Team Structure**

The What Works team comprises six (6) specialists (at DC or police staff equivalent) level, one (1) Sgt and one (1) Inspector.

During the course of the programme, with the support of the Programme Director and the SRO (and where appropriate, the Strategic Oversight Board) external consultants or short term contracts may be employed to fill identified specialist gaps.

The What Works team are managed by the DI What Works Manager reporting to the DCI Head of Operations and Development.

The DI What Works Manager is responsible for the day to day management of all staff within the team, helping to develop them and to quality assure their work.

The staff are being recruited throughout the UK, with local working arrangements being made on appointment. The team will operate from and within the Exmouth, (Devon & Cornwall) programme hub on a regular basis in order to build relationships across teams within the programme. In general, Devon & Cornwall is the preferred option for hosting training and other events for the team.

#### **16. Roles and Responsibilities**

<b>Role</b>	<b>Responsibilities in relation to What Works team</b>
Supt MSPTU Unit Commander	<ul style="list-style-type: none"> <li>To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the programme.</li> <li>To manage the operational budget within the delivery teams.</li> <li>To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> </ul>
Programme Director (Police Staff)	<ul style="list-style-type: none"> <li>To provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li> <li>To provide oversight on behalf of the SRO and PCC for the projects development through the Delivery Group and MS Programme Board.</li> </ul>

	<ul style="list-style-type: none"> <li>• To provide strategic oversight and management of the programme budget and risk register.</li> <li>• To identify and plan for transition arrangements.</li> </ul>
DCI Head of Operations and Development	<ul style="list-style-type: none"> <li>• To ensure that the Works team is delivering on behalf of the MSPTU Unit Commander, against the strategic expectations of the programme.</li> <li>• To escalate challenges to the MSPTU Unit Commander / Programme Director.</li> <li>• To engage with stakeholders and create a strong operating landscape for the What Works team, providing updates and briefings as required.</li> <li>• Provide final clearance to What Works products and act as release authority for the team's work.</li> <li>• To prioritise the commissions and tasking entering the What Works team.</li> <li>• Provide a detailed update on the progress of the work-stream to the Programme Delivery Group via the Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the work-stream</li> <li>• To manage the operational budget for the What Works team.</li> <li>• To line manage the What Works Manager and encourage development of all staff within the team.</li> </ul>
Head of Insight and Analysis (Police Staff)	<ul style="list-style-type: none"> <li>• To oversee the development of the data tools and operations databases.</li> <li>• To provide a peer review of outputs from the What Works team, as required.</li> </ul>
What Works Manager	<ul style="list-style-type: none"> <li>• To manage the delivery of the outputs identified in paragraph 4 of this Part 6 on behalf of the DCI Police Transformation Programme.</li> <li>• To manage the task delivery processes for all What Works team activity.</li> <li>• To deliver the What Works team programme of work for the and provide progress reporting / outcome information.</li> <li>• To quality assure all reporting produced by the What Works team.</li> <li>• To develop publication routes for the What Works outputs, including oversight of Polka.</li> <li>• To line manage all posts within the what works team and ensure their development.</li> <li>• To engage with stakeholders and partners and manage the What Works teams relationships.</li> <li>• To support the structured debriefing process, as managed by the Insight Team.</li> <li>• To ensure intelligence identified or developed by the team is submitted in the appropriate way.</li> <li>• To provide updates and briefing to the National Modern Slavery Threat Group and other bodies as required.</li> <li>• To take personal responsibility for development as a manager within the Transformation Programme.</li> </ul>
Ports, Transport and OIC Specialist	<ul style="list-style-type: none"> <li>• Provide a systematic review of existing policy, guidance and shared information related to operating within the ports /</li> </ul>

	<p>transport environment to tackle Modern Slavery and draw assessed learning from other disciplines or agencies to fill identified gaps.</p> <ul style="list-style-type: none"> <li>• Identify and promote intelligence and evidential opportunities linked to people's movements across borders, or using domestic transport networks, to improve investigations.</li> <li>• Support the development of the structured debriefing of investigations, in order to identify patterns, trends, intervention and intelligence opportunities.</li> <li>• Provide specialist advice and support investigators in problem solving linked to movements of people or goods across the UK's borders or within its transport network.</li> <li>• Provide specialist advice to Modern Slavery investigators and SIOs where a cross over exists with Organised Immigration Crime.</li> <li>• Work with partners across the aviation, maritime, rail and road networks to strengthen intelligence opportunities and deliver proactive thematic intelligence campaigns.</li> <li>• Increase the strength of partnership working to tackle the organised immigration crime elements of modern slavery; supporting Forces to build relationships with partner agencies and wider law enforcement.</li> <li>• Work with regional coordinators to reduce siloed working at national, regional and force level to promote an awareness of modern slavery across the ports policing environment.</li> <li>• Raise awareness and build sustainable networks of statutory and commercial partners across the ports and transport environment in order to increase the flow of tactical and strategic intelligence to Police Forces.</li> <li>• Work with other parts of the transformation programme to strengthen our understanding of the scale and nature of modern slavery, and what works best in disrupting it.</li> </ul>
Safeguarding & Child Protection Specialist)	<ul style="list-style-type: none"> <li>• Provide a systematic review of existing policy, guidance and shared information related to the identification, protection and engagement with victims involved in modern slavery and draw assessed learning from other disciplines and agencies to fill identified gaps.</li> <li>• Identify and promote intelligence and evidential opportunities, supporting such development alongside the needs and requirements in the safeguarding of victims.</li> <li>• Support the structured debriefing of investigations in order to identify patterns, trends, intervention and intelligence opportunities.</li> <li>• Provide specialist advice and support investigators in problem solving within cases involving children and young people.</li> <li>• Work with partners across child protection and safeguarding networks to strengthen intelligence opportunities.</li> <li>• Work with training coordinators to inform the training, shared information, and guidance to support policing's response in this area.</li> <li>• Work with the regional coordinators to strengthen approaches and share good practice across English &amp; Welsh Forces.</li> </ul>

		<ul style="list-style-type: none"> <li>• Raise awareness and build sustainable networks of in order to increase the flow of tactical and strategic intelligence to Police Forces.</li> <li>• Work with other parts of the transformation programme to strengthen our understanding of the scale and nature of modern slavery, and what works best in disrupting it.</li> </ul>
Victim Advocacy (x 2)		<ul style="list-style-type: none"> <li>• Provide a systematic review of existing policy, guidance and shared information relating to providing suitable advocacy and support to victims of Modern Slavery.</li> <li>• To draw assessed learning from other disciplines and agencies to fill identified gaps in supporting victims.</li> <li>• Identifying systems and processes to engage with Potential Victims of trafficking (PVOT.)</li> <li>• Develop advice, guidance and strategy to enable police investigations to better understand the needs of victims and improve the levels of cooperation secured by those who struggle to identify themselves as victims.</li> <li>• Identify other agencies and resources that can work with victims in providing advocacy and support whilst supporting law enforcement in the task of investigating offending.</li> <li>• Support the development of structured debriefing of investigations in order to identify patterns, trends and opportunities to improve practice in supporting victims.</li> <li>• Work with a range of partners, agencies and other organisations to strengthen professional practice and identify intelligence opportunities, delivering thematic intelligence and awareness raising campaigns.</li> <li>• Work with training coordinators to develop training, shared information, and guidance to support policing's response in looking after the needs of victims and putting in place appropriate levels of advocacy.</li> <li>• Work with the national leads and regional coordinators to strengthen approaches and share good practice across English &amp; Welsh Forces.</li> <li>• Raise awareness and build sustainable networks of statutory and commercial partners in order to increase the flow of tactical and strategic intelligence to Police Forces.</li> <li>• Work with other parts of the transformation programme to strengthen our understanding of the scale and nature of modern slavery, and what works best in disrupting it.</li> </ul>
Safeguarding Co-ordination and Support		<ul style="list-style-type: none"> <li>• As part of a network of regional coordinators, provide Tactical Advice &amp; Support to police forces to assist in the development of stronger safeguarding responses within investigations.</li> <li>• Provide a systematic review of national policy, advice and guidance linked to safeguarding victims of modern slavery, identifying gaps or challenges in service provision.</li> <li>• Work with partners from statutory and non-statutory safeguarding organisations (at local/regional/international levels) to develop good practice and practical solutions to safeguarding challenges</li> <li>• Track the delivery of the safeguarding elements of the National Policing Modern Slavery Action Plan at regional and national level, overcoming silos between different safeguarding approaches.</li> </ul>

	<ul style="list-style-type: none"> <li>• Reduce challenges experienced by police forces in providing safeguarding when victims return overseas, through building strong networks and identifying good practice</li> <li>• Carry out structured debriefs of operational activity in order to highlight safeguarding learning activity and good practice.</li> <li>• Work alongside other National Policing Portfolios (e.g. Child Protection; Missing) to identify opportunities for common activity</li> <li>• Support the development of stronger training activity linked to safeguarding and support for victims.</li> </ul>
Cyber and Online Adviser	<p>In particular to:</p> <ul style="list-style-type: none"> <li>• Identify intervention points in systems of Modern Slavery offending, enhancing the impact of operational activity in the online space.</li> <li>• Develop advice, guidance and capability for police investigators to better tackle online elements of crime.</li> <li>• Provide a systematic review identifying gaps or challenges in service provision.</li> <li>• Actively debrief and evaluate good practice across all Forces.</li> <li>• Support the development of disruption and prevention activity, informing intelligence collection strategies.</li> <li>• Provide expert advice to support SIOs to overcome challenges in investigations.</li> <li>• Improve the understanding of modern slavery amongst online investigators across England and Wales.</li> <li>• Take part in and to lead the development of intervention and prevention projects to improve the police services engagement with commercial sectors.</li> <li>• Develop performance and intelligence information for scrutiny at a national level.</li> </ul>

## **Part 7 MODERN SLAVERY POLICE TRANSFORMATION UNIT - JOINT SLAVERY AND TRAFFICKING ANALYSIS CENTRE**

### **MODERN SLAVERY POLICE TRANSFORMATION UNIT JSTAC**

#### **Terms of Reference & Service Standards**

#### **1. Introduction and Purpose**

This document sets out the terms of reference for the multi-agency Joint Slavery and Trafficking Analysis Centre (JSTAC). The Centre is a Police Transformation Fund (PTF) supported unit designed to provide strategic assessed intelligence reporting on the threat from modern slavery and human trafficking (MSHT) to the UK and its interests overseas.

As a comprehensive terms of reference, this document will set out JSTAC's vision, objectives, scope and delivery. The Centre's stakeholders, roles and responsibilities will be highlighted, along with its resource and financial plans.

#### **Background**

In order to provide the National Modern Slavery Threat Group with the picture of threat, analysts from across the law enforcement community have been working together under the auspices of the Critical Reference Group (CRG) to avoid duplication and increase confidence in assessment. Over the course of eleven (11) months, from January 2016 - November 2016, the CRG has improved intelligence flows between agencies, provided robust peer review and enabled the NCA to present a community view of the threat.

However, it has been acknowledged by the NCA, policing and key stakeholders from law enforcement and government that more could be done both to improve the timeliness and the quality of assessed intelligence reporting. Further resource and focused, tasked activity would enable analysts to deliver assessments across a broader range of issues, whilst enabling them to introduce greater estimative analysis and make the most of analytic techniques and available intelligence collection.

This observation led to the creation of the Joint Slavery and Trafficking Analysis Centre, a multi-agency analytic unit bringing together analysts from across law enforcement:

#### **2. Vision and Mission**

##### **Vision:**

A single, authoritative and shared understanding of slavery and trafficking, delivered in time and to an appropriate audience to inform key policy and strategic decisions.

##### **Mission**

To bring together knowledge and expertise from across law enforcement and produce a single picture of the threat from modern slavery and human trafficking taking place both within the UK and overseas.

JSTAC's vision involves pulling together all available intelligence to guide and advise senior decision- and policy-makers through the provision of timely, objective and high-quality assessed intelligence reporting.

The agencies supplying resources, intelligence and shared product into the JSTAC are:

- Border Force (1 Senior Analyst)
- Her Majesty's Revenue and Customs (1 Senior Analyst)
- Gangmasters and Labour Abuse Authority – GLAA (1 Senior Analyst)
- Immigration Enforcement (1 Senior Analyst)

- National Crime Agency (Head of JSTAC, Lead Analyst, 2 Analysts)
- National Policing through the Lead Force (3 Senior Analysts)

### 3. **Key Outputs and Service Standards**

The Centre will operate on both the 'push' and 'pull' models of intelligence production, taking the initiative to provide products which analysts judge to be important and timely (the 'push' model), whilst also providing assessments in response to requests from the National Modern Slavery Threat Group (the 'pull' model). The Lead Force and the NCA shall procure that the JSTAC will produce the following deliverables in accordance with the Project Plan:

#### 3.1 **Annual Strategic Assessment (ASA)**

A strategic assessed intelligence report providing an overview of the nature and - to the extent possible from intelligence - the scale of MSHT in the UK. The ASA will provide an estimative 'forward look' alongside its picture of threat, advising stakeholders on how the threat is likely to develop in coming years. The ASA will be cleared for publication through the JSTAC Strategic Guidance Board (which is described later on in this document).

#### 3.2 **Threat Response Quarterly (TRQ)**

Reporting by exception, three TRQ 'dashboards' will provide the National Modern Slavery Threat Group and other stakeholders with sight of any emerging issues or changes to the threat in the preceding quarter. The ASA will form the final quarterly update in December of each year. These reports will also enable JSTAC to chart its confidence in the intelligence picture as it develops. TRQs will be internally cleared and signed off through the National Modern Slavery Threat Group.

#### 3.3 **Intelligence Assessments (IA)**

Operating primarily on the 'pull' model of intelligence, IAs will be commissioned through the National Modern Slavery Threat Group and will address key issues ranging from specific areas of agreed National Intelligence Requirements, as well as answers to specific policy or operational questions. IRs will be produced by between two and three analysts and will be timetabled for completion within six (6) weeks of commencement. IAs will not exceed fifteen (15) pages in length, in order to ensure they are of a useful length for customers.

#### 3.4 **Intelligence Briefs (IB)**

JSTAC will produce short, one to three (1-3) page IBs on specific developments. Primarily determined through the 'push' approach to intelligence production, IBs will look at new and developing issues within MSHT; provide updates on findings from key pieces of operational work; and offer policy- and law enforcement decision-makers with timely assessment of emerging circumstances domestically and upstream that may impact upon the threat. Each IB will be assigned to an individual analyst, and should be produced within a week. Special IBs (SIBs) may be prioritised and assigned to multiple analysts where required to provide more immediate updates and will be issued within twenty-four (24) hours of commissioning – these constitute JSTAC's immediate response capability, to provide an initial review of a critical development which can be refreshed in greater detail through a wider IB in slower time.

JSTAC will not be responsible for the provision of statistics or data outside of the above reporting framework; it will not produce tactical intelligence products. Assessments must be tasked through a robust commissioning process overseen by the Head of JSTAC (as further described in the structure chart in Schedule 1).

### 4. **Scope**

In order to provide stakeholders with relevant analysis, the Lead Force shall procure that JSTAC will issue across the MSHT sub-threats. Its reporting will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children;
- Other forms of exploitation (including domestic servitude and organ harvesting); as well as
- New and emerging issues.

The Lead Force shall procure that JSTAC will provide assessed intelligence reporting on MSHT in the UK and in key upstream countries. Whilst existing structures have prioritised domestic threat reporting, in order to support policy-making and mitigate the MSHT threat at the earliest opportunity, JSTAC will also conduct analysis relating to countries falling under tiers one (1) and two (2) of the UK's International Modern Slavery Strategy, as well as key transit countries for trafficking victims en route to the UK.

### **Strand 1**

1. Nigeria
2. Vietnam
3. Albania
4. Poland
5. Romania
6. Slovakia
7. Lithuania

### **Strand 2**

1. India
2. China
3. Pakistan
4. DRC
5. Bangladesh
6. Sudan
7. Ethiopia
8. Philippines
9. Russia
10. Turkey
11. Burma
12. Indonesia
13. Iraq

### **Transit Countries**

1. Italy
2. Greece
3. Libya
4. Egypt

## **5. The Tasking Process**

MSHT is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for reporting that could threaten to overwhelm JSTAC's staffing levels.

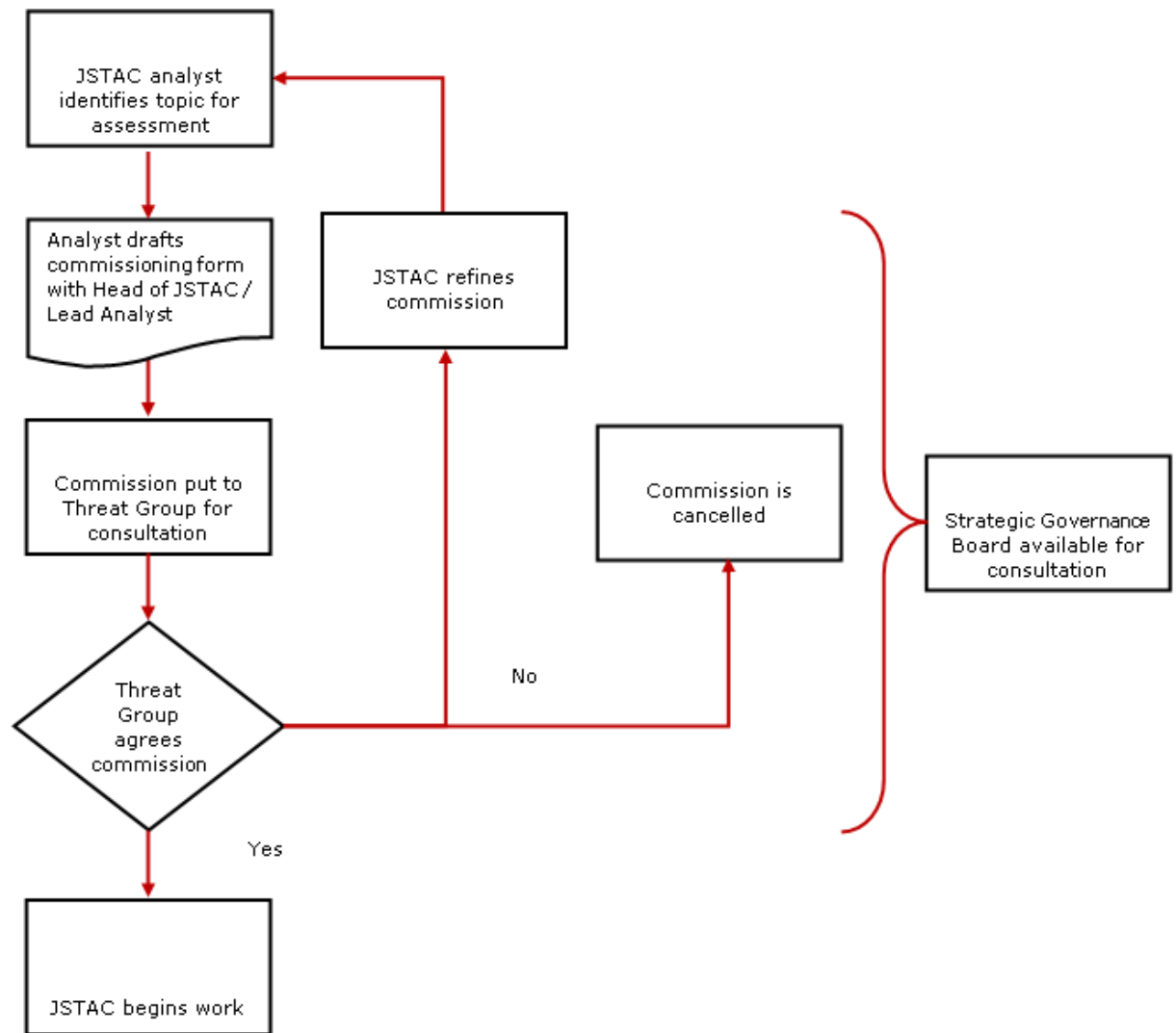
Consequently, strategic analytical products must be formally commissioned by one of the participating agencies (so including the cabinet office, the Home Office, DFID, MoD and other government departments) and the workload managed by the Head of JSTAC.

The Lead Force shall procure that JSTAC will operate on both a 'pull' and 'push' model of intelligence production. Analysts within the Centre will recommend the production of specific intelligence assessments based upon material they are exposed to in the normal course of their duties (the 'push' model). Customers and stakeholders will request

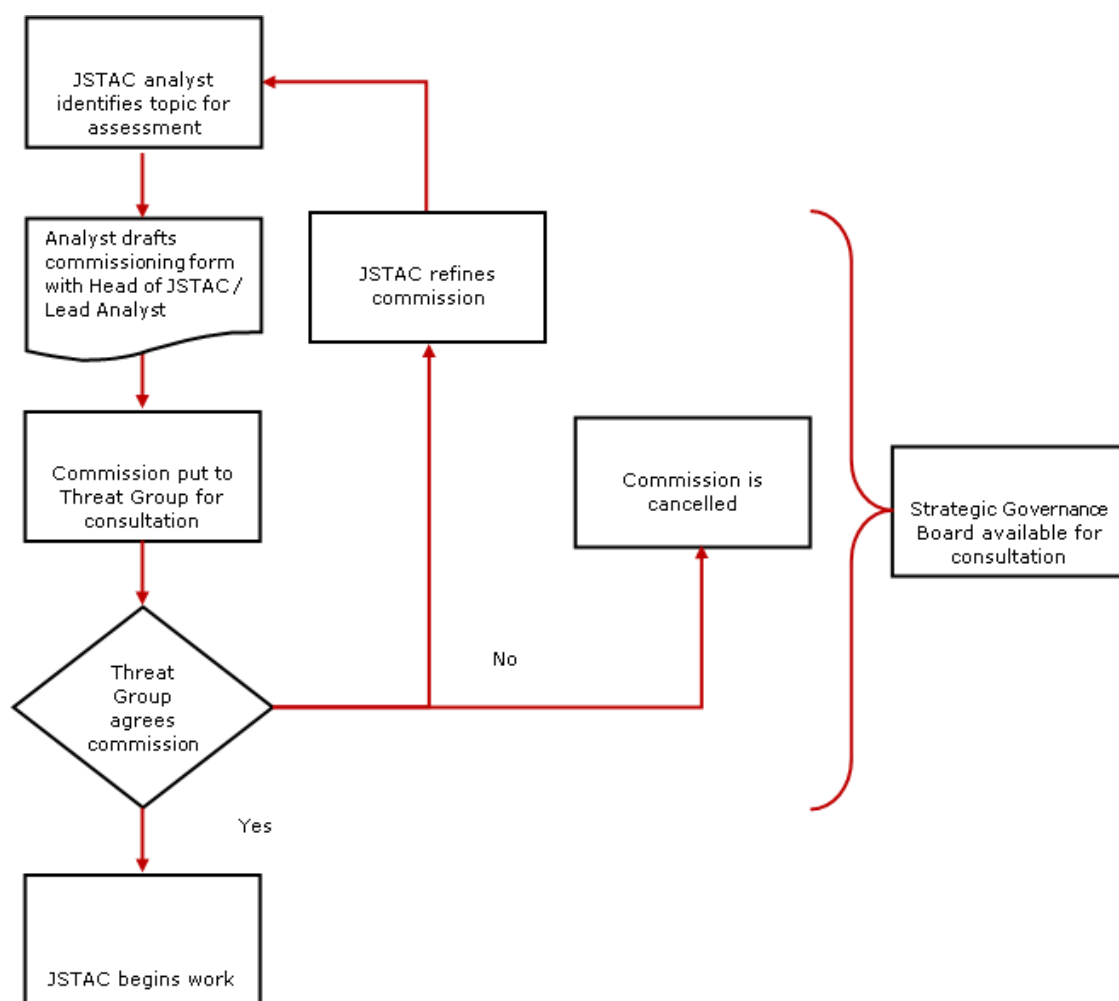


assessments to address key strategic operational and policy concerns (the 'pull' model). These models are outlined in process charts, below:

## PUSH MODEL



## PULL MODEL



The Lead Force shall procure that the production of a commissioning pro-forma will be conducted by commissioning bodies in close liaison with the Head or Lead Analyst, enabling the setting of meaningful and answerable exam questions and maximising the chance that commissions will be cleared.

In order to ensure that customers are provided with the highest quality intelligence assessments, the Head of JSTAC will provide clearance for all Intelligence Briefings and Strategic Intelligence Briefings. Intelligence Assessments will be peer reviewed within JSTAC through a Current Intelligence Group process, providing partner comment through seconded analysts. The ASA and TRQs will go through a similar review process before benefitting from review by the NCA's Head of Analysis.

JSTAC products will be issued through the NCA, drawing upon the Agency's existing dissemination function in order to avoid burdening analysts with additional responsibilities. Products will be issued on JSTAC's own branded templates, distinguishing the work of the multi-agency unit. This will provide stakeholders with confidence that products reaching them are an agreed, single picture of threat.

## 6. Project Milestones

The Head of JSTAC and the MS Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each teams' milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## 7. **Outcomes**

The Lead Force and the NCA shall procure that the following objectives are achieved to enable JSTAC to deliver upon its mission and achieve its vision:

- (a) Establish a team of trained strategic intelligence analysts provided by the agencies outlined above to interrogate all available intelligence on MSHT
- (b) Develop intelligence feeds to inform identified intelligence requirements
- (c) Produce assessed intelligence reporting to meet agreed National Modern Slavery Threat Group deadlines
- (d) Provide briefings at the National Modern Slavery Threat Group and to strategic customers
- (e) Develop analysts seconded to the JSTAC
- (f) Provide updates on delivery and progress to quarterly programme governance structures.

## 8. **Evaluation**

The grant conditions necessitate an evaluation taking place during 2018/19. The evaluation approach will be agreed by the JSTAC Strategic Guidance Board and commissioned through the Strategic Oversight Board.

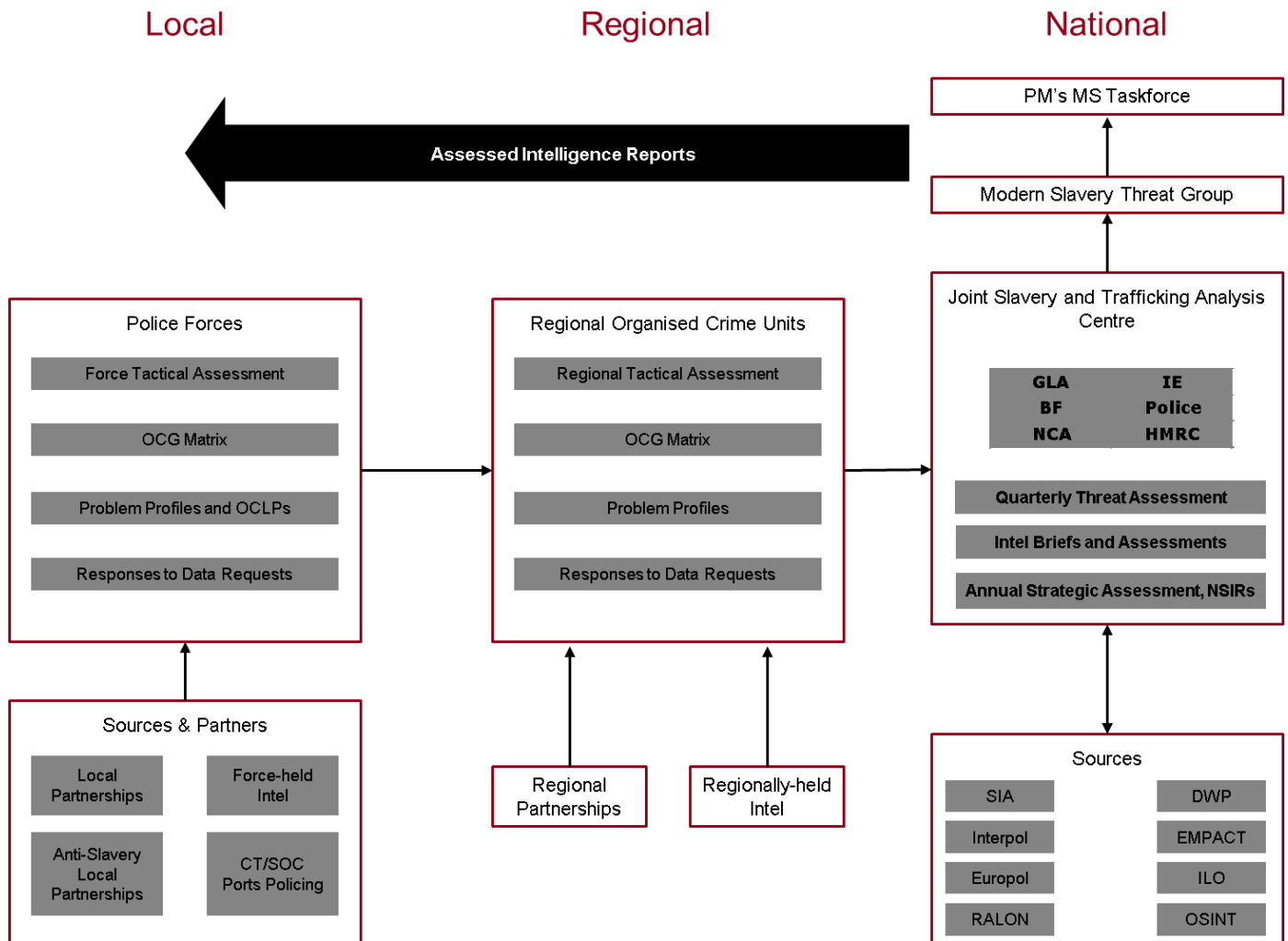
Development of the evaluation will be guided by the Professional Heads of Intelligence Analysis emerging good practice. In line with the wider programme this is intended to focus broadly on:

- **Service Delivery:** Progress made in implementing the JSTAC, and the quality of service they are delivering.
- **Building Capacity:** The impact of training, development of policy and guidance, and assessed "good practice" examples.
- **Collaborative Working:** The success / challenges / opportunities and threats identified to projects involving commissioning joint activity across different law enforcement agencies or in multi-disciplinary teams.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.

## 9. **Intelligence and Information Sources**

As an all-source intelligence function, JSTAC will draw from a broad intelligence base.

The Lead Force shall procure that the Agencies participating within the JSTAC (as set out in section 2 above) will provide embedded IT enabling their JSTAC analyst to draw on local datasets as well as OSINT, and covert intelligence. JSTAC will make use of secret intelligence provided by UK Intelligence Community partners to inform its strategic picture of threat. JSTAC analysts will work to build relationships with agencies outside of JSTAC's core and associate membership, ensuring access to intelligence and data held across government departments.



## 10. Information Ownership and Data Control

JSTAC contributing agencies (as set out in section 2 above) shall record and retain their own intelligence. JSTAC will access this, alongside open source intelligence material, through embedded analysts, to inform assessments. Contributing agency policies for information ownership, handling, review and data control will take primacy over the information assets held by those agencies. JSTAC's use of intelligence should be considered in light of individual agency intelligence handling policies.

JSTAC owns its completed products which are retained and maintained within the NCA's National Assessment Centre.

The Lead Force and the NCA shall procure that the Programme Director, Head of JSTAC and the Head of Analysis, National Assessments Centre will work together to identify the most appropriate exit strategy for this team, ensuring the information collected and intelligence feeds established are not lost to the NCA / law enforcement community.

## 11. Key Stakeholders

JSTAC has numerous stakeholders, from agencies contributing analysts to the unit, intelligence providers, as well as those benefitting from the strategic intelligence it will provide.

### Core Members:

- Law enforcement
  - Border Force
  - Immigration Enforcement
  - Gangmasters and Labour Abuse Authority
  - HMRC
  - NCA
  - Policing

Core members and their respective international liaison networks will benefit from strategic intelligence to guide decision-making. These agencies will provide analysts to JSTAC, as well as intelligence to support the Centre's work.

#### **Associate Members:**

- **Cabinet Office - Joint Intelligence Organisation, Implementation Task Force, National Security Secretariat**  
  
Cabinet Office hosted organisations will benefit from strategic intelligence to inform wider assessment work.
- **Foreign and Commonwealth Office**  
  
Whilst overseas posts will be key providers of intelligence and knowledge to JSTAC, the FCO will also benefit from analysis products to inform policy work.
- **Intelligence community**  
  
The intelligence and security agencies will be key providers of intelligence to support the work of JSTAC.
- **Ministry of Defence - Defence Intelligence**  
  
DI will support JSTAC through the provision of intelligence feeds into the Centre.

Associate Members (listed above) will provide intelligence, information and expertise – largely in line with current support to Core Member organisations.

#### **Key Customers:**

- **Policing**  
  
The Lead Force shall procure that JSTAC will provide intelligence assessments that enable policing to improve its response to MSHT. Senior policing decision-makers will receive assessments they can have confidence in, supporting them in determining strategic priorities and allocation of resource. Police forces will benefit from a greater understanding of the threat, improving targeting and interdiction opportunities and offering Senior Investigating Officers and strategic leads within Forces with greater situational awareness relating to the threat.
- **National Modern Slavery Threat Group**  
  
The Lead Force shall procure that the National Modern Slavery Threat Group will receive quarterly updates from the Head of JSTAC to inform their decision making and assist in the prioritisation of cross-agency initiatives.
- **Department for International Development**  
  
DFIDs overseas network will both provide and benefit from intelligence and information.
- **Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit**

The Lead Force shall procure that Policy officials will benefit from access to more timely, robust and comprehensive analysis of the MSHT threat, providing a more effective evidence base to guide policy making.

- **Independent Anti-Slavery Commissioner's Office**

The Lead Force shall procure that IASC will be briefed on strategic intelligence assessments published by JSTAC.

- **Stabilisation Unit**

The SU will benefit from intelligence and information provided by the Head of JSTAC to help guide decision-making.

- **Prime Minister's MSHT Taskforce**

The Taskforce will receive key threat updates from the Lead Force and the NCA in order to steer high level decision and policy making, impacting cross-government activity.

- **Regional Organised Crime Units**

ROCUs will benefit from a greater understanding of the threat, supporting targeting and operational activity through greater situational awareness relating to the threat which shall be provided by the NCA disseminating JSTAC products.

## 12. **Employment Model**

Border Force, GLAA, HMRC, and IE will identify/recruit senior strategic analysts through their own process who will be seconded into the NCA for the duration of the project, with costs charged to the Lead Force.

NCA will identify / recruit / post the Head of JSTAC, for the duration of the project to the JSTAC, ring-fenced for work within this project. The costs of the Head of JSTAC post will be charged to the Lead Force. The NCA will post the Lead Analyst (G4) and two (2) G5 strategic analysts to the project, with costs falling to the NCA (hereinafter referred to as "the nominated person").

The National Policing Analysts within the JSTAC team are directly employed by the Lead Force. Police Staff within these posts are seconded (from external forces) or posted (from within Devon & Cornwall) or are recruited on a fixed term contract.

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the NCA will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness / absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the NCA will inform the Lead Force of the outcome. The NCA will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the relevant agency supplying the analyst (ie: GLAA, HMRC or NCA (as applicable)) will be required to back fill the position with a suitably qualified alternative individual. If the relevant agent is unable to back fill this position, the funding for this service will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

## 13. **Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of JSTAC, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing. The JSTAC budget will be signed off annually by the Strategic Guidance Board.

Reports describing the budget monitoring position will be prepared as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of JSTAC and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.

<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the JSTAC Team, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

The budget for 2017/18 is £472,858, of which £362,312 will be managed by the NCA, this is the maximum allocation for 2017/18. Participating bodies will be reimbursed for the actual costs of the agreed posts up to the level of the agreed budget. Non staff costs have been set to reflect forecast start dates for staff working on the programme. Later start dates or periods when allocated staff are not available to work on the programme will result in adjustments to the agreed budget.

#### 14. **Training**

The NCA and each of the participating agencies referred to in paragraph 2 of these Terms of Reference shall procure that role specific training will be provided and coordinated within JSTAC. Analysts will have access to their home department's training through their secondment.

#### 15. **Team Structure**

With seconded resource from Border Force, GLAA, HMRC, IE, NCA and the police, JSTAC will comprise eleven (11) analysts, including the Head of JSTAC and Lead Analyst.

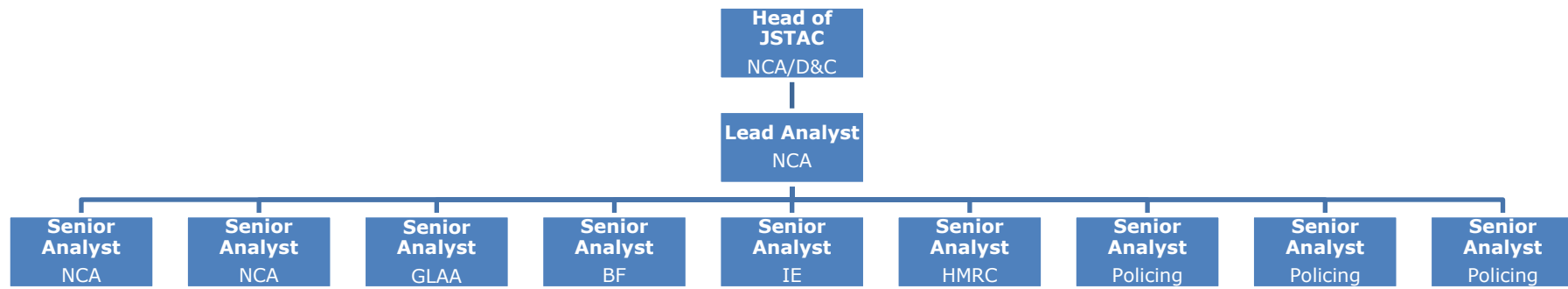
JSTAC's Head will be responsible to the Head of the National Assessment Centre within the National Crime Agency, whilst also providing assurance to the Lead Force that funding is



delivering its intended results through reporting into the Programme Governance Structure. The Lead Analyst will be responsible for day-to-day management of all seconded analysts, helping to develop them and the quality of their work. The Head of JSTAC will be supported by the Lead Analyst, who will assist running of the team, as well as deputising for the Head as necessary. The Head and Lead Analyst will provide quality assurance and assist in production and challenging of assessments.

The NAC's existing MSHT team will work within JSTAC, with two (2) G5s and one (1) G4 representing the NCA within the Centre.

Assets will be primarily co-located at the NCA's London office in Spring Gardens, except where existing NCA and partner resource is unable to re-locate. Some resource will be based in the NCA's Birmingham and Warrington offices.



## 16. Roles and Responsibilities

JSTAC's responsibilities for both tactical and strategic intelligence create a complex structure, requiring clear and effective leadership and responsibilities across grades.

Role	Responsibilities
JSTAC Strategic Guidance Board	<ul style="list-style-type: none"> <li>Co-chaired by the Head of the NCA National Assessment Centre and the Professional Heads of Intelligence Analysis, this provides a forum for Heads of Intelligence Analysis from participating agencies, MSPTU Unit Commander and the Programme Director to meet regularly in order to support the evolution of the JSTAC</li> <li>To overcome organisational challenges in resourcing and delivering the JSTAC</li> <li>To provide professional technical guidance and advice to the Head of JSTAC</li> <li>To support the development of a strong relationship between JSTAC and policy / strategic customers</li> <li>To support the development of the JSTAC exit strategy and steer the JSTAC towards legacy outcomes for each agency</li> </ul>
NCA Head of Analysis	<ul style="list-style-type: none"> <li>Provide final clearance to JSTAC products and act as release authority for the Centre's work.</li> <li>To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> <li>To escalate challenges to the Senior Responsible Officer.</li> </ul>
Head of JSTAC (NCA G3 Posted into the MSPTU)	<ul style="list-style-type: none"> <li>To lead the team in the provision of outputs 1 - 4.</li> <li>To manage the commissioning and delivery processes for all assessed reporting produced by JSTAC.</li> <li>To quality assure (either personally or through delegation) all assessed reporting produced by JSTAC.</li> <li>To engage with stakeholders and partners and manage JSTAC's relationships with regards to strategic intelligence.</li> <li>To provide progress reporting and account to the PTF Governance Framework. To provide the National Modern Slavery Threat Group and other bodies as required with a current intelligence picture through verbal briefing.</li> <li>To take personal responsibility for development as an analyst and manager.</li> </ul>
Lead Analyst (NCA G4)	<ul style="list-style-type: none"> <li>To support the Head in the delivery of their responsibilities, deputising when required.</li> <li>To support the Head specifically in the production of quality-assured assessed intelligence reporting.</li> <li>To line manage all home and seconded strategic analysts and ensure their development.</li> <li>To support and advise JSTAC analysts in the provision of reporting in line with outputs 1 – 4 and to provide reporting as required.</li> <li>To provide 'reach back' into home agency in support of all deliverables.</li> <li>To take personal responsibility for development as analyst and manger.</li> </ul>

<p>Seconded Senior Analysts from:</p> <ul style="list-style-type: none"> <li>• Border Force</li> <li>• GLAA</li> <li>• HMRC</li> <li>• Immigration Enforcement</li> <li>• 3 x Policing</li> </ul>	<ul style="list-style-type: none"> <li>• To provide reporting in line with outputs 1 - 4.</li> <li>• To provide 'reach back' into home agencies in support of all deliverables.</li> <li>• To support the Head and Lead Analyst to develop relationships with partners, ensuring the smooth flow of intelligence from partners across HMG into JSTAC.</li> <li>• To review and consider all relevant intelligence in a timely fashion.</li> <li>• To take personal responsibility for development as analyst.</li> </ul>
<p>2 x G5 NCA – NAC</p>	<ul style="list-style-type: none"> <li>• To provide reporting in line with outputs 1 - 4.</li> <li>• To provide 'reach back' into home agency in support of all deliverables.</li> <li>• To support the Head and Lead Analyst to develop relationships with partners, ensuring the smooth flow of intelligence from partners across HMG into JSTAC.</li> <li>• To review and consider all relevant intelligence in a timely fashion.</li> <li>• To take personal responsibility for development as analyst.</li> </ul>

## **Part 8 MODERN SLAVERY POLICE TRANSFORMATION UNIT – NRM TRIAGE FUNCTIONS**

### **NRM TRIAGE FUNCTIONS**

#### **Terms of Reference & Service Standards**

##### **1. Introduction and Purpose**

This document sets out the terms of reference for the teams within the Modern Slavery National Referral Mechanism (NRM) Triage Function.

As a comprehensive terms of reference, this documents sets out the teams' visions, key outcomes and service standards and scope. Each team's key stakeholders, roles and responsibilities are described, along with its resources and financial plans.

The Lead Force shall procure that the NRM Triage Function is a combination of resourced teams and specific short terms projects which aim to:

- improve the way in which information linked to NRMs/Duty to Notify (DTNs) is recorded and shared within police forces;
- improve the way in which information is shared to/from policing and the existing NRM competent authorities;
- support Police Forces to improve their performance in referring people into the NRM/DTN processes as designated First Responders (as defined in the NRM Process);
- enable policing to inform and support the Home Office in their preparation and delivery of the NRM Reform programme (commissioned in Autumn 2017).

Until the end of March 2019 the Lead Force shall procure that these teams will work together to:

- improve the systemic handling of National Referral Mechanism (NRM)/Duty to Notify (DTN) referrals, into, out of and within policing;
- reduce the risk associated with the historic backlog of NRM/DTN referrals which have not yet been shared with policing;
- identify options to resolve crime recording discrepancies across Forces and options to resolve intelligence/information transfer issues in relation to referrals where all offending took place overseas;
- identify and develop evidence based options to support the Home Offices NRM Reform programme;
- act as a conduit for the Home Office NRM Reform programme's project workstreams to engage with police practitioners, including ensuring change messages are communicated to all Forces.

##### **Background**

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the police response to Modern Slavery, gaps within APP and guidance, and the necessity for lessons to be learnt at pace and shared across all Forces.

A review of the NRM issues across national policing and law enforcement identified a number of systemic blackspots which need to be resolved as part of the NRM reform programme. HMIC's early findings reinforce some of these issues.

The Police Transformation funding led to the design of eleven (11) interlinked projects, with the aim of providing a short term boost to improve the modern slavery policing landscape at a strategic and operational level. The projects were developed as a direct response to the recommendations to policing made within the Home Office 2016 Review of the Modern Slavery Act. The eleven (11) interlinked projects are all overseen by one (1) management team, the Modern Slavery Police Transformation Unit SMT.

The NRM Triage Functions will support the police service to engage with the NRM Reform programme until March 2019 in order to ensure the existing complex issues and blackspots are not carried forward into the new system.

## 2. **Vision and Mission**

Each of the teams within the Triage function has a linked vision and mission:

**MSPTU NRM Triage Function Vision:** Increase capacity within law enforcement by coordinating the assets created by the programme within IE, Metropolitan Police Service and Modern Slavery Police Transformation Unit to improve the flow of NRM/DTN intelligence to and from national policing, and support future changes to NRM processes.

**MSPTU NRM Triage Function Mission:** Resolve the systematic blackspots identified within the current NRM across national policing and law enforcement ahead of the implementation of the NRM Reform.

**Immigration Enforcement Team Vision:** To establish and resource a multi-functional triage capability in Leeds which is responsive to national policing and law enforcement requirements in respect of Modern Slavery and Human Trafficking.

**Immigration Enforcement Team Mission:** To provide a central intelligence capability to support law enforcement partners and IE/UKVI and to improve the flow and quality of NRM intelligence to and from national policing and the NCA. This will be achieved by providing additional resources in Immigration Enforcement (IE) and Metropolitan Police Service (MPS).

**MPS Pilot Vision:** To establish a consistent process within the MPS regarding the reception and assessment of all NRM referrals received, and enhance the intelligence processing of all referrals in order to better safeguard potential victims.

**MPS Pilot Mission:** To work in collaboration with UKVI and IE to introduce a triage process in the MPS Modern Slavery and Kidnap Group (MSKG).

## 3. **Key Outputs/Service Standards**

### **MSPTU Triage Function Team**

The Lead Force shall procure that the following key outputs from the Triage Function Manager's team are achieved:

- (a) Provision of overarching coordination between the various parts of the NRM Triage Function, keeping them interlinked and briefed about each other's progress.
- (b) Subject matter expertise regarding the NRM/DTN to advise other teams within the transformation programme, for example in the development of training or review of local procedures.
- (c) Increased awareness within police forces about best practice regarding crime recording, NRM/DTN referrals and linked processes.
- (d) Identification of risks/blackspots within the NRM/DTN system in order to inform the Senior Responsible Officer about potential implications for policing and options to mitigate these.

- (e) Development of an evidence base that can influence best practice within agencies external to the triage functions (e.g. in relation to crime recording, NCA risk assessment processes, concerns raised by police forces).
- (f) Briefings to the Senior Responsible Officer in order to support engagement in the Home Office NRM Reform programme, including actions delivered on behalf of policing as part of the NRM Reform programme's project workstreams.
- (g) Identification and communication of key messages for police practitioners regarding change within the NRM Reform/DTN processes.
- (h) Auditable records of work carried out across all of the funded NRM functions, provided to the quarterly Delivery Group.

### **Immigration Enforcement Team**

IE have strengthened their existing research and dissemination team. Three (3) additional IE intelligence officers and one (1) additional Criminal and Financial Investigators (CFI) are funded through this collaboration. One of these CFIs is supporting the MPS Team.

The Lead Force shall procure that the key outputs from the IE team are:

- (a) Improve and enhance intelligence between IE and police forces in relation to NRM referrals.
- (b) Evaluate the process of referrals and make recommendations for improvement.
- (c) Work with IE crime development teams to increase intelligence packages to relevant agencies.
- (d) Escalate obstacles/barriers to the Triage Manager (as referred to in the structure chart in Schedule 1) through agreed reporting structures and support mitigation measures, where appropriate.
- (e) Utilise analytical capability to monitor NRM data/trends and create a monthly bulletin for the information of the Modern Slavery Transformation Unit.
- (f) Provide management information to enable a sufficient review of the team's objectives.

### **MPS Team**

The following key outputs are the basis for funding the NRM Triage Function MPS Team through this programme which the Lead Force shall procure are achieved:

- (a) The provision of two (2) additional police officers as set out in the structure chart in Schedule 1 (Employment Model) to the existing MPS Modern Slavery and Kidnap Unit ring-fenced to facilitate the NRM referrals.
- (b) The assessment on behalf of MPS of all referrals, and the establishment of processes to identify additional intelligence held by police and Home Office in preparation for investigation.
- (c) Review of the NRM referral data relating to exploitation occurring outside of the UK with a focus on those submitted by UKVI and other agencies.
- (d) Identify options to resolve the issue of crime recording relating to exploitation outside of the UK and make appropriate recommendations to the Home Office.
- (e) Review the process of DTN MS/1 forms submission and identification of the extent of forms submitted/returned to MPS for assessment. Ensure any intelligence

opportunities are progressed and review the requirement to record as a crime report or non-crime related incident.

- (f) Review the process for updating the MSHTU on ongoing investigations so that conclusive grounds decision can be made after the forty-five (45) day reflection and recovery period.
- (g) Identification of good practice and lessons learned.
- (h) Engage with the Home Office NRM Reform programme project work streams to support the design and implementation of the Programme on behalf of policing, and to support police forces to adapt their processes in light of the changes.
- (i) Engage with NCA, JSTAC and IE where appropriate to prevent duplication of work and identify best practice.

### **Projects commissioned of/by external agencies**

In addition to the teams above, the Senior Responsible Officer may commission specific projects from other agencies such as the Cabinet Office Implementation Unit in order to bring specialist advice to issues such as crime recording, intelligence sharing and international crime transfers. Funding arrangements for these projects will be agreed by the MS Programme Board.

The Programme Director and the Police Transformation Unit Commander will jointly ensure linked policing portfolios and partner agencies are sighted on the commissioning and output of such projects through the Implementation Task Force (Officials) Meeting; National Crime Operations Coordination Committee, Home Office NRM Reform MS Programme Board and the Modern Slavery Strategic Governance Group Structures.

At the SRO's request the Triage Function teams will support external teams and the Home Office NRM Reform Programme projects to access data, information, and individuals within the police service and support forces/the police service to respond to recommendations once these are accepted by the relevant National Policing Leads.

### **Project Milestones**

The NRM Triage Function Manager Project Leads within IE and the MPS and the Modern Slavery Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the 11 Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

## **4. Scope**

NRM/DTN referrals about current and historic abuse, referrals already in and entering the NRM/DTN systems during the lifetime of the programme (historic and current referrals) and referrals detailing exploitation taking place either inside the UK or internationally are within the scope of the programme.

Resources are being provided to the functions outlined in paragraph 15 on a short term basis to support areas identified within the NRM system as under strain during the development and transition into a new national NRM/DTN process.



Engagement with the Home Office NRM reform programme's projects, the Modern Slavery Police Transformation Unit (MSPTU), Tactical Tasking and Co-ordination Group, Delivery Board and MS Programme Board is expected as a condition of the funding.

NRM decision making remains the responsibility of designated competent authorities (i.e. UKVI and NCA), which do not include the Police Service. Responsibility for the provision and reform of the NRM remains the responsibility of the Home Office. Live or historic case load remains managed by existing designated agencies (i.e. National Crime Agency, IE, and Metropolitan Police Service) and crime recording responsibilities remain with forces. Local employment, information security, risk management and policies apply within each function.

## 5. **Core Function of the Role**

### **MSPTU Triage Function Team**

The Lead Force has established a **Triage Function Manager** supported by a Detective Sergeant and a police staff equivalent, in order to provide strategic oversight of the NRM Triage Function projects and to carry out work to support the NRM Reform Programme. The Lead Force shall procure that the Triage Function Manager will liaise on behalf of the Modern Slavery Police Transformation Unit with the agencies involved in delivering other parts of this project in order to increase synergy between the teams as well as identifying and overcoming obstacles to delivery.

### **Immigration Enforcement Team**

The following functions are the basis for funding the IE NRM Intelligence Team through this programme and IE shall procure that the following are achieved.

- (a) Strengthen the NRM intelligence referral process from UKVI.
- (b) Undertake a triage function by identifying intelligence value, de-conflicting activity with police and undertaking initial research.
- (c) Input on intelligence systems, where appropriate.
- (d) Disseminate to local police and others value added referrals.
- (e) Assist in a review of the process of passing NRM referral information to police forces and identify best practice.
- (f) Review the potential for duty to notify (DTN) referrals to inform IE's process.
- (g) Improve the liaison between IE and police forces in relation to ongoing police investigations into offences of modern slavery and human trafficking.
- (h) Agree and implement a process for referring overseas abuse to Europol and Immigration Enforcement International (IEI) for intelligence purposes.
- (i) Raise awareness in police forces on how IE can assist with criminal investigations, particularly around movement into and out of the UK.
- (j) Establish feedback mechanism with UKVI, particularly in relation to asylum interviews to ensure quality data is being obtained at first contact, thereby improving the NRM referral.
- (k) Strengthen the ability to chase up outstanding police enquiries and escalate any interaction difficulties/challenges with police forces to the regional coordinators.
- (l) Identify and share good work to promote good practice, and lessons learned.
- (m) Engage with future NRM design as and when required.

- (n) Develop a relationship with NCA, JSTAC, MPS and other partners across UK law enforcement to negate duplication of work and identify effective interoperability, and best practice.

### **MPS Team**

The Metropolitan Police Force have been selected as part of the NRM Triage Function as a result of the high volume of referrals it receives via existing NRM processes where all exploitation has occurred overseas, presenting few investigative opportunities for police forces in England and Wales.

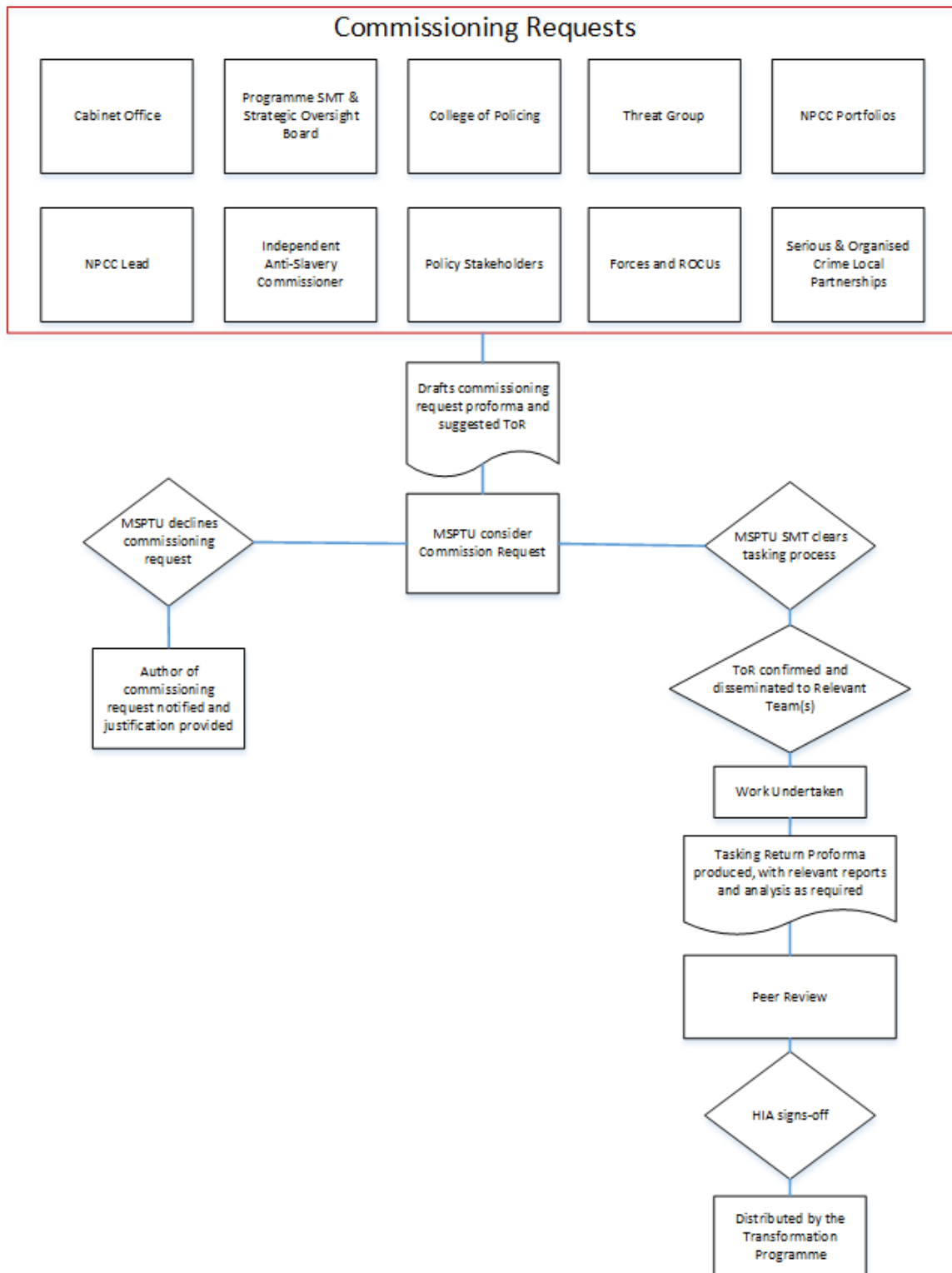
The MPS Team is intended to monitor the impact of changes within the NRM system and to trial closer working with IE.

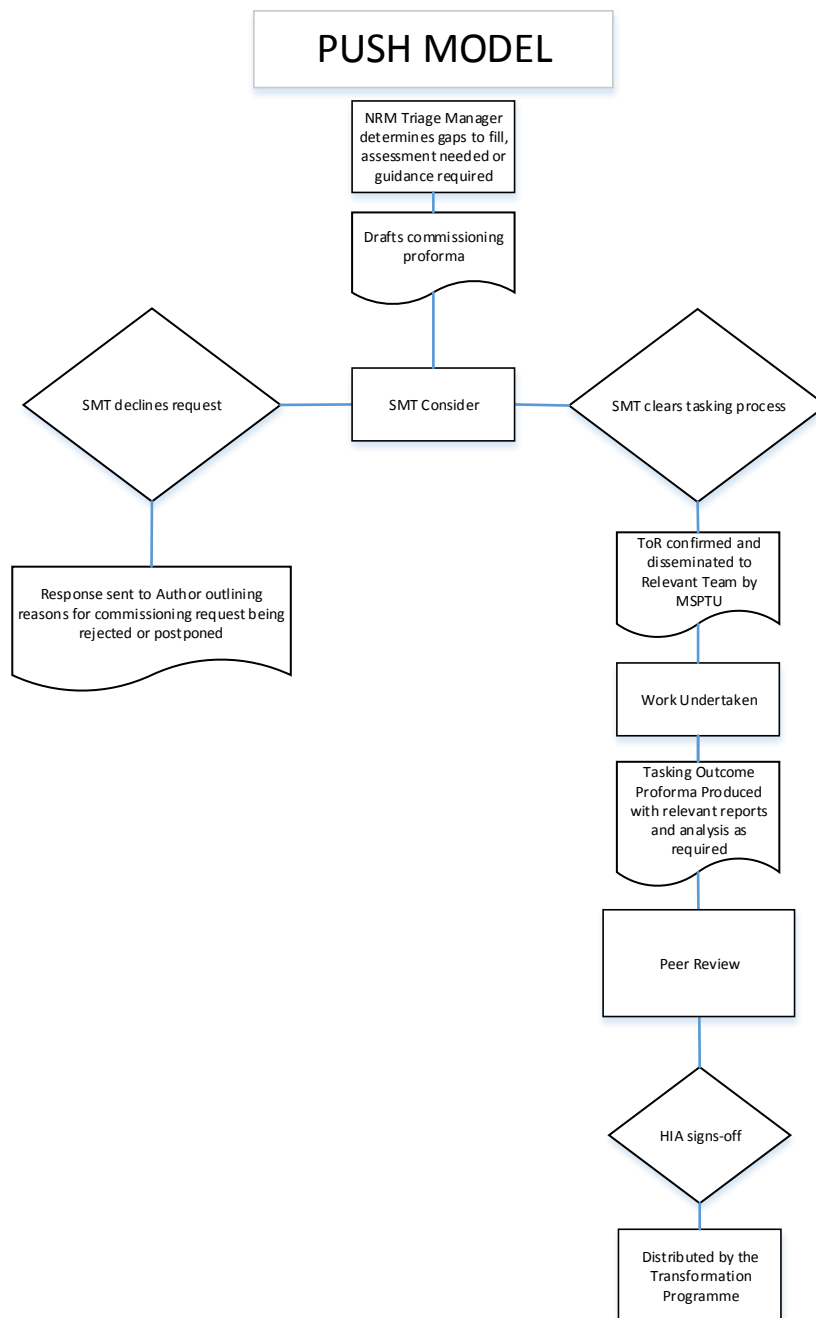
To support this the MPS has recruited a sergeant and a police constable to carry out preliminary intelligence investigations for referrals into the MSKU and to develop an evidence base and processes which can assist in the design of future referral processes.

## **6. The Tasking Process**

The National Referral Mechanism/DTN processes and how this intersects with the police response to Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. To focus the finite resources within this programme the teams each have their own local tasking and reporting processes, described below.

## PULL MODEL





### **Immigration Enforcement Team:**

The overall strategic tasking of the four (4) PTF funded posts within the Immigration Enforcement NRM Intelligence Team is the responsibility of the NRM Triage Manager. The day to day management and deployment of these resources will be overseen by the IE H.M. Intelligence Inspector. The remit of the resources is set by the scope and objectives recorded in this document. Tasking outside of this remit will only be authorised by the NRM Triage Manager.

### **MPS Pilot:**

The overall strategic tasking of the two (2) PTF funded posts within the MSKU is the responsibility of the NRM Triage Manager. The day to day management and deployment of these resources will be overseen by the Detective Chief Inspector in MSKU. The remit of the resources is set by the scope and objectives recorded in this document. Tasking outside of this remit will only be authorised by the NRM Triage Manager.

## 7. **Outcomes**

The Lead Force shall procure that all reports/tasking returns into the Police Transformation Unit from the NRM Triage Functions will be collated by the NRM Triage Manager and reported to the Head of Operations & Development, allowing activity to be tracked and monitored.

The Lead Force shall procure that the NRM Triage Functions shall maintain a tracker containing information about their taskings and outcomes, in order to support daily business and the evaluation of the team/wider programme. Quarterly returns from all teams within the transformation programme will be provided to the Delivery Group.

## 8. **Evaluation**

The NRM Triage Function project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation will focus on:

- **Service Delivery:** Progress made in implementing new processes/functions, the quality and impact of service being delivered through these processes.
- **Building Capacity:** The impact of training, development of analytical practice/techniques.
- **Collaborative Working:** A SWOT assessment to draw out learning to inform future resourcing/structure decisions when creating teams that operate at a national level / involve multiple agencies or forces.
- **Barriers and Enablers:** A record of lessons learnt about barriers and enablers based on the above evaluation components and a record of any planned outcomes that have not been achieved and the reasons why.
- The evaluation will also include semi-structured interviews or questionnaires with stakeholders, end users and a deliberative focus group session with the various teams within the NRM Triage Function. An exit questionnaire will also be encouraged between the evaluation academic and staff leaving the team. The purpose of these sessions is to identify barriers, enablers and benefits to be recorded and organisational memory to be created.

## 9. **Intelligence and Information Sources**

The Lead Force shall procure that the MSPTU NRM Triage Function will access a range of strategic information and case studies from policing, law enforcement partners in order to complete their tasks.

This will include:

- Material provided through consultation activity with police forces, policing leads, the Home Office, Europol and law enforcement agencies.
- Material provided in crime recording audits and reviews.
- Information provided by other parts of the Transformation Programme, including position statements, benchmarking activity and intelligence analysis and assessments.
- NRM information obtained from the MSHTU
- DTN information obtained from the Home Office

- NRM reform proposals and NRM programme papers, as appropriate.

#### **Immigration enforcement:**

IE will provide access for the IE NRM team to the following types of intelligence and information:

- Cas / CoS – Sponsor licence issued to educational institution.
- Metastrom – Sponsor licence issued to educational institution.
- CID – Main Immigration system. Immigration history etc.
- CRS – UK Visas
- DVA – British Passports
- Europol / Siena
- Experian
- GB – Addresses
- NOD – Records of Immigration / enforcement visits
- SIP – Intelligence system
- IMS – Allegations database
- Open Source Laptop
- WICU – Warnings Index
- Asys – All details of people on Asylum Support
- NBTC (semaphore) – Flight movements
- Ralon Network (overseas)

#### **MPS Team:**

The MPS will ensure access to the following types of intelligence and information sources to the NRM Triage Function Team members:

- MPS structures;
- Crime intelligence;
- CRIS (crime recording);
- Merlin (misper/vulnerable persons); and
- Aware System (MPS general system)

### **10. Information Ownership and Data Control**

IE policies for information ownership, handling, review and data control will take primacy over the information assets held by the Immigration Enforcement NRM Intelligence Team.

MPS policies for information ownership, handling, review and data control will take primacy over the information assets held by the MPS Team.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established at a national level through this team. The Chief Officer of the Lead Force is identified as the data controller for the programme.

The Lead Force shall procure that the Programme Director, Project Leads within IE and the MPS and the MSPTU Unit Commander will work together to identify the most appropriate exit strategy for this team, ensuring the information collected is not lost to the police service/host organisation.

### **11. Key Stakeholders**

There are numerous stakeholders in the NRM process including agencies contributing information about operational activity, the College of Policing, linked NPCC portfolios, as well as those benefitting from the shared information and guidance it will provide.

Key Customers:

- **Policing**

The Lead Force shall procure that Senior policing decision makers, including NPCC, APCC, will be able to draw on an evidence base that they can have confidence in, supporting them in determining strategic priorities for improvement. NPCC and APCC members can commission work for the NRM Triage function through the NPCC/APCC leads for Modern Slavery. The NPCC Lead/APCC Lead will (with support from the Unit Commander/Programme Director) provide updates to National Police Chiefs Council/Association of Police & Crime Commissioners meetings and membership/National Modern Slavery and Trafficking Network, as part of the wider transformation programmes accountability.

- **Home Office - Modern Slavery Unit**

The Lead Force shall procure that the NRM Triage Function will support project workstreams within the Home Office NRM Reform Programme, at the discretion of the SRO. The Lead Force shall procure that Policy officials and cross agency working groups will be able to work alongside the Triage Functions within the framework of the transformation programme. The MSU can submit commissioning requests for the Police Transformation Unit including the NRM Triage function.

- **Competent Authorities**

The Lead Force shall procure that UKVI and NCA will benefit from the increased evidence base to inform decision making about improvements within the current NRM, design of the reformed NRM and the safe transition between the two systems of caseload. UKVI and NCA can commission work from the NRM functions through the MSPTU, the NRM Reform Programme and the National Modern Slavery Threat Group.

- **National Modern Slavery Threat Group & associated Delivery Groups**

The Lead Force shall procure that the National Modern Slavery Threat Group will receive regular updates via the MSPTU Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

- **College of Policing**

The Lead Force shall procure that the College of Policing will benefit from the development of a better understanding of the NRM and any training material that arises to inform the development of APP and training delivery.

- **Independent Anti-Slavery Commissioner's Office**

the Lead Force shall procure that IASC will have sight of published guidance, shared information and policy produced by the NRM Triage function and the College of Policing. The IASC can submit commissioning requests for the Police Transformation Unit.

- **Her Majesty's Inspectorate of Constabulary**

The Lead Force shall procure that HMIC will have sight of published guidance, shared information and policy produced by the NRM Triage function and the College of Policing.

- **Prime Minister's Modern Slavery Taskforce**

The Lead Force shall procure that the Taskforce will receive key review and best practice updates in order to steer high level decision and policy making, impacting cross-government activity. Outputs from the team will be disseminated via the SRO.

- **Cabinet Office Officials Meeting/Cabinet Office Implementation Unit**

The Lead Force shall procure that the above forums will receive key review updates in order to steer high level decision and policy making, impacting cross-government

activity. Outputs from the NRM Triage function will be disseminated via the Programme Director/MSPTU Unit Commander.

## 12. **Employment Model**

The NRM Triage Function Managers team are directly employed by the Lead Force. Police Staff and police officers are seconded (from external forces) or posted (from within Devon & Cornwall) or in the case of police staff may be recruited on a fixed term contract.

The IE NRM Intelligence Team are directly employed by the host agency, IE. These roles will be advertised and managed by IE. IE staff will be posted (if from same law enforcement agency), seconded (from a different law enforcement agency) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

The MPS NRM Triage Pilot team are employed by the MPS. These roles will be advertised and managed by the MPS. Police officers will be posted (if from same host force), or seconded (from a different force). Police staff equivalents may be directly employed on a fixed term contract.

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the IE/MPS will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness / absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, IE/MPS will inform the Lead Force of the outcome.

In the circumstances that the nominated person will be unable to return to work within the defined period, IE/MPS will be required to back fill the position with a suitably qualified alternative individual. If IE/MPS is unable to back fill the position, the funding for this post will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

## 13. **Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the programme, and the salary budget managed by the Programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Head of Operations and Development, with oversight by the Programme Management Accountant. Any variations in planned spend will be confirmed in writing.

Reports describing the budget monitoring position will be prepared as follows during 17/18. The Lead Force shall confirm the reporting dates for 18/19.

<b>21 July 2017</b>	Actual spend to 30 June and forecast spend to year-end
<b>21 October 2017</b>	Actual spend to 30 Sept and forecast spend to year-end
<b>10 January 2018</b>	Actual spend to 31 Dec and forecast spend to year-end
<b>2 March 2018</b>	Forecast spend to year-end
<b>6 April 2018</b>	Actual final spend

The Lead Force shall procure that reports describing outcomes and activity to date will be prepared jointly between the Head of Operations and Development and the Programme Support Team as follows during 17/18. The Lead Force shall confirm reporting dates for 18/19.



<b>19 May 2017</b>	Performance and Outcome Monitoring Information
<b>21 July 2017</b>	Performance and Outcome Monitoring Information
<b>21 October 2017</b>	Performance and Outcome Monitoring Information
<b>10 January 2018</b>	Performance and Outcome Monitoring Information
<b>13 April 2018</b>	Performance and Outcome Monitoring Information

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the NRM Triage Function, but the entire programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the programme, which must be met within seven (7) days of request.

#### **Immigration Enforcement:**

The costs for 2017/18 are based on 1 x EO, 1x AO and 1 x CFI and total £80,072 (partial year) including £1,700 per head for training and travel.

The costs for 2018/2019 (full year) based on 2 x EO, 1x AO and 1 CFI is £151,780 including £750 per head for training and travel.

Training, travel and accommodation costs are to be authorised by the NRM Triage Manager /Co-ordinator.

#### **MPS Pilot:**

Funding for the Sergeant and Constable posts will come from the Programme based on the following costings provided by the MPS:

	Rate	Mths 17/18	2017/18 £	Mths	2018/19
Detective Sergeant - Triage centre	62,923	3.0	15,731	12	62,923
Police Constable - Triage centre	57,345	3.0	14,336	12	57,345
			30,067		120,268
Transport and Travel					
Triage PS	2,675	3.0	669	12	2,675
Triage PC	2,675	3.0	669	12	2,675
			1,338		5,350
Supplies and Services					
Triage PS	1,000	3.0	250	12	1,000
Triage PC	1,000	3.0	250	12	1,000
			500		2,000
Total Costs			31,905		127,618

The funding for both posts is from 2 January 2018. As this is a shorter period than originally planned, the funding is lower than the budget provided in Schedule 6. Notwithstanding the provisions of Schedule 6, the Lead Force shall only be required to pay the amounts set out above. Both figures include any training, travel, supplies and accommodation costs which is authorised by the NRM Triage Manager/Co-ordinator.

#### **14. Training**

Role specific training linked to the NRM Triage Function will be provided and coordinated nationally. In general, Devon and Cornwall is the preferred option for hosting training and

other events for the transformation teams. IE and MPS remain responsible for local and generic training activity.

## 15. Team Structure

During the course of the programme, with the support of the MS Programme Board and the SRO (and where appropriate, the Strategic Oversight Board) external consultants or short-term contracts may be employed to fill identified specialist gaps across the Triage Function.

### **NRM Triage Function:**

The NRM Triage Unit comprises 1 senior manager, 1 DS, and 1 police staff equivalent. The staff are being recruited throughout the UK, with local working arrangements being made on appointment.

### **Immigration enforcement:**

The NRM IE team will consist of three (3) IE intelligence officers (one which will have an investigation background), managed by the IE HM Intelligence Inspector.

An Immigration Enforcement research officer based in Leeds will be dedicated to support the work of the MSKU as part of the MPS Pilot.

### **MPS Pilot:**

The MPS Pilot will include 1 Detective Sergeant and 1 Constable to support the work of the triage function. These officers will be part of the MPS Modern Slavery and Kidnap Unit (MSKU) and will be line managed by supervisors in that unit.

## 16. Roles and Responsibilities

<b>Role</b>	<b>Responsibilities in relation to NRM Triage function</b>
<b>Police Transformation Unit Commander (Supt)</b>	<ul style="list-style-type: none"> <li>To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the programme.</li> <li>To manage the operational budget within the delivery teams.</li> <li>To liaise with senior stakeholders and ensure effective collaboration at the strategic level.</li> </ul>
<b>Programme Director (Police Staff)</b>	<ul style="list-style-type: none"> <li>To provide all accountable reporting from the programme to the Grant Managers / Senior Stakeholders.</li> <li>To provide oversight on behalf of the SRO and PCC for the projects development through the Delivery Group and MS Programme Board.</li> <li>To provide strategic oversight and management of the programme budget and risk register.</li> <li>To identify and plan for transition arrangements.</li> </ul>
<b>Head of Operations and Development (DCI)</b>	<ul style="list-style-type: none"> <li>To ensure that the Works team is delivering on behalf of the MSPTU Unit Commander, against the strategic expectations of the programme.</li> <li>To escalate challenges to the MSPTU Unit Commander / Programme Director.</li> <li>To engage with stakeholders and create a strong operating landscape for the NRM Triage teams, providing updates and briefings as required.</li> <li>Provide final clearance to NRM Triage Unit reports and act as release authority for the team's work.</li> </ul>

	<ul style="list-style-type: none"> <li>• To prioritise the commissions and tasking entering the NRM Triage team.</li> <li>• Provide a detailed update on the progress of the work-stream to the Programme Delivery Group via the Unit Commander on a quarterly basis, with particular focus on identifying exit / continuation strategies for the work-stream</li> <li>• To manage the operational budget for the NRM Triage Unit team.</li> <li>• To line manage the NRM Triage Unit Manager and encourage development of all staff within the team.</li> </ul>
<b>NRM Triage Unit Manager</b>	<ul style="list-style-type: none"> <li>• To manage the delivery of the outputs identified in Section 4 on behalf of the Police Transformation Programme</li> <li>• To manage the task delivery processes for all NRM Triage Unit activity</li> <li>• To deliver the NRM Triage Unit programme of work for the and provide progress reporting / outcome information</li> <li>• To quality assure all reporting produced by the NRM Triage function</li> </ul>
<b>NRM Triage Unit DS</b>	<ul style="list-style-type: none"> <li>• To contribute to the delivery of the outputs identified in Section 4 on behalf of the Police Transformation Programme</li> <li>• To assist the manager in the task delivery processes for all NRM Triage Unit activity</li> <li>• To deliver the NRM Triage Unit programme of work for the and provide progress reporting / outcome information</li> <li>• To engage with the national NRM process and engage with stakeholders to improve the process and assist in the implementation of any new requirements.</li> <li>• To assist in conducting a full review of the NRM issues for policing.</li> </ul>
<b>NRM Triage Coordinator</b>	<ul style="list-style-type: none"> <li>• To contribute to the delivery of the outputs identified in Section 4 on behalf of the Police Transformation Programme</li> <li>• To assist the manager in the task delivery processes for all NRM Triage Unit activity</li> <li>• To act as the appointed liaison for the MSHTU and focus on the issue of NRM risk assessment.</li> <li>• To engage with the MSHTU on a regular basis and assess how improvements can be made in the process of NRM referrals to forces and provide evidence to assist in recommendations for improvement.</li> <li>• To assist in conducting a full review of the NRM issues for policing.</li> <li>• To assist in conducting a full review of the police issues in relation to NRMs and DTN reports.</li> </ul>

## **SCHEDULE 6**

### **BUDGET**

The budget for the Financial Year 2017/2018 is set out below.

Modern Slavery Police Transformation Programme Budget 2017/18											
	Managed By										
Work Stream	Devon and Cornwall Police		ROCUs		NCA		Immigration Enforcement		Metropolitan Police Service		Total
	Staff	Non Staff	Staff	Non Staff	Staff	Non Staff	Staff	Non Staff	Staff	Non Staff	
	£	£	£	£	£	£	£	£	£	£	
Regional Insight Team	24,807	63,400	361,413	37,428							487,048
JSTAC	97,607	15,400			257,425	91,407					461,839
What Works Experts	318,754	78,000									396,754
NRM Triage Centre	108,928	45,600					88,001	8,025	73,667	5,850	330,071
Regional Co-ordination Function	25,497	35,083	484,138	80,892							625,610
Training & Awareness	67,432	425,350									492,782
Online Database	29,148	21,000									50,148
Europol					150,767	2,000					152,767
Management & Implementation	228,911	86,200									315,111
National Insight Team	157,718	132,300									290,018
Prosecution		60,000									60,000
Evaluation		20,000									20,000
SMT	210,260	45,591									255,851
Total	1,269,062	1,027,925	845,551	118,320	408,192	93,407	88,001	8,025	73,667	5,850	3,938,000
ROCU Budgets	Regional Analysts		Co-ordinators		Total						
	£	£	£	£							
Eastern	37,500	3,440	67,000	12,000	119,940						
East Midlands	37,522	5,100	69,250	10,033	121,905						
North East	24,900	4,600	72,184	12,533	114,217						
North West (Titan)	36,101	2,600	30,915	3,917	73,533						
Yorks & Humber (Odyssey)	27,905	6,600	42,700	12,000	89,205						
South East	40,557	2,600	52,040	7,371	102,568						
South West (Zephyr)	40,531	3,547	46,335	6,455	96,868						
Wales (Tarian)	43,021	3,600	32,266	6,075	84,962						
West Midlands	35,658	3,267	39,075	8,050	86,050						
London	37,718	2,075	32,374	2,458	74,625						
Total	361,413	37,428	484,138	80,892	963,872						

The budgets set out above for the ROCUs, NCA, IE and the Metropolitan Police Service are the maximum allocations. Participating bodies will be reimbursed for the actual costs of the agreed posts up to the Agreed Budget for that Participating Body. Non staff budgets have been set to reflect forecast start dates for staff working on the programme. Later start dates or periods when allocated staff are not available to work on the programme will result in adjustments to the agreed budgets.

## SCHEDULE 7

### REPORTING INFORMATION

Subject to the reporting obligating on the Participating Bodies in Schedule 3 (Governance), each Participating Body shall provide information to the Lead Force to allow the Lead Force to meet its reporting obligation to the Home Office. The Lead Forces reporting obligations to the Home Office are as follows:

Date	Information Required		Purpose
	Financial	Performance	
21 July 2017	Actual and Forecast spend	Performance data	Reporting to Strategic Oversight Board
20 October 2017	Actual and Forecast spend	Performance data	Reporting to Strategic Oversight Board and Home Office in Consolidated Report (due 27 Oct 2017)
10 January 2018	Actual and Forecast spend	Performance data	Reporting to Strategic Oversight Board and Home Office in Consolidated Report (due 19 January 2018)
2 March 2018	Forecast spend	N/A	Accruals return to Home Office (due 9 March 2018)
6 April 2018	Actual final spend	N/A	Lead Force year end accruals
13 April 2018	Signed annual declaration with regard to expenditure and record keeping as set out at clause 21.2	Performance data	Reporting to Strategic Oversight Board and Home Office in Consolidated Report (27 April 2018)

## SCHEDULE 8

### DEED OF ACCESSION

This Deed is made on \_\_\_\_\_ by \_\_\_\_\_

[**NEW PARTY**] of [DETAILS TO BE INSERTED] (the "**New Party**").

#### 1. **THIS DEED**

- 1.1 This Deed is supplemental to the Collaboration Agreement in relation to Modern Slavery made between [DETAILS TO BE INSERTED] (together the "**Parties**") (the "**Agreement**").
- 1.2 In this Deed, the "**Effective Date**" is the date on which the Lead Force signs this Deed by way of acknowledgement.
- 1.3 Except where this Deed expressly states otherwise:
  - 1.3.1 each term used in this Deed which is defined in the Agreement has the same meaning as in the Agreement; and
  - 1.3.2 the principles of construction set out in clause 2 of the Agreement apply also (where relevant) to this Deed.

#### 2. **ACCESSION**

The New Party agrees with each other party which is or becomes a party to the Agreement that, with effect [*date*], the New Party shall be a party to the Agreement in the capacity of a Party to that Agreement [and also in the capacity of a Participating Body] and shall be bound by the Agreement in all respects as if it had been an original party to the Agreement in such capacity.

#### 3. **PAYMENTS**

- 3.1 The New Party shall, promptly upon demand, reimburse the Lead Force for (a) the amount of Liabilities reasonably incurred in connection with this Deed and (b) all VAT in respect of such costs and expenses (if applicable).
- 3.2 Each payment to be made pursuant to this Deed shall be made in accordance with the Lead Force's instructions and without any deduction of withholding for or in respect of tax.

#### 4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 The New Party makes the following representations and warranties. Each such representation and warranty shall be made today and shall be deemed to be repeated, by reference to the facts and circumstances then existing, on [DATE].
  - 4.1.1 It has full power and authority to enter into this Deed, to perform its obligations and exercise its rights under this Deed and to perform its obligations under the Agreement.
  - 4.1.2 All consents and appropriate governance approvals required in connection with the execution of this Deed and performance of its obligations under Agreement have been obtained and have not been withdrawn.
  - 4.1.3 The obligations expressed to be assumed by it in this Deed and in the Agreement are legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary).

4.1.4 Entering into this Deed, performing its obligations and exercising its rights under this Deed and performing its obligations under the Agreement does not:

4.1.4.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty to which the New Party is bound save that nothing in this Deed or the Agreement shall operate to unlawfully fetter the exercise of the New Party's statutory powers or unlawfully constrain or unlawfully prevent the New Party's compliance with its statutory duties; or

4.1.4.2 cause any unlawful limitation on any of the powers whatsoever of the New Party or on the right or ability of the officers of the New Party to exercise such powers.

## 5. **MISCELLANEOUS**

5.1 For the purposes of clause 37 (Notices) of the Agreement, the New Party's details are as follows:

Address: [ADDRESS]

Fax no.: [NUMBER]

Department: [DEPARTMENT]

Attention: [NAME]

5.2 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

### **The New Party**

[DETAILS TO BE INSERTED]

### **Acknowledged and agreed:**

for and on behalf of Devon and Cornwall Police



## SCHEDULE 9

### AGREED LIABILITY SHARE

Force	Agreed Liability Share
Avon & Somerset	2.0%
Bedfordshire	0.8%
Cambridgeshire	0.9%
Cheshire	1.3%
City of London	0.7%
Cleveland	1.0%
Cumbria	0.7%
Derbyshire	1.2%
Devon & Cornwall	2.1%
Dorset	0.7%
Durham	1.0%
Dyfed-Powys Police	0.6%
Essex	2.0%
Gloucestershire	0.7%
Greater Manchester	5.1%
Gwent	0.9%
Hampshire	2.3%
Hertfordshire	1.3%
Humberside	1.4%
Kent	2.1%
Lancashire	2.2%
Leicestershire	1.3%
Lincolnshire	0.7%
Merseyside	2.9%
Metropolitan Police	22.1%
Norfolk	1.0%

North Wales	0.9%
North Yorkshire	0.9%
Northamptonshire	0.8%
Northumbria	2.7%
Nottinghamshire	1.6%
South Wales	2.0%
South Yorkshire	2.2%
Staffordshire	1.3%
Suffolk	0.8%
Surrey	1.1%
Sussex	1.9%
Thames Valley	2.7%
Warwickshire	0.6%
West Mercia	1.4%
West Midlands	5.3%
West Yorkshire	3.7%
Wiltshire	0.7%
<b>Totals</b>	

NCA	5.3%
BTP	2.7%
Border Force	0.6%
UKIE	0.6%
GLAA	0.6%
HMRC	0.6%

100%

## SCHEDULE 10

### DATA SHARING SCHEDULE

#### BACKGROUND

- (A) The Chief Constable of Devon and Cornwall Police Force (“the Recipient Party”), a police force located in the United Kingdom, is tasked with undertaking work to meet the objectives (“the Objectives”) set out in Clause 5 of the Agreement
- (B) The Disclosing Party, a Party to the Agreement has agreed to share information, including Personal Data (as set out in Appendix 2 to this schedule), in its capacity as a Data Controller, with the Recipient Party, also in its capacity as a separate Data Controller on terms set out in this Data Sharing Schedule, for the purposes allowing the Recipient Party to meet the agreed Objectives.
- (C) Both the Disclosing and Recipient Parties (collectively referred to the “Collective Parties”) acknowledge that they are all subject to the following legislation in respect of any Personal Data, including Agreement Personal Data Processed under the terms of this Data Sharing Schedule;
- (i) the Human Rights Act 1998;
  - (ii) Freedom of Information Act 2000 and related secondary legislation;
  - (iii) s.35/s.41 of the Digital Economy Act 2017;
  - (iv) for the period up to and including 24 May 2018, the Data Protection Act 1998 and related secondary legislation;
  - (v) from and including 25 May 2018 onwards, Regulation (EU) 2016/679 (General Data Protection Regulation) (“GDPR”);
  - (vi) until the departure of the United Kingdom from the European Union, sections 7 and 8 of the Charter of Fundamental Rights of the European Union (as and where applicable); and
  - (vii) the Data Protection Act 2018 (subject to Royal Assent).
- (D) The Parties also accept that the Recipient Party may share Personal Data with other Parties to the Agreement, where necessary, for the purposes of endeavouring to meet the agreed Objectives.

#### AGREED TERMS

##### NOW IT IS AGREED AS FOLLOWS:

#### 1. INTERPRETATION

- 1.1 In addition to the terms defined in the Agreement, the following expressions shall have the following meanings in respect of this Data Sharing Schedule unless inconsistent with the context:-

**“Agreement”** the Collaboration Agreement entered into by the Parties in relation to the Modern Slavery Police Transformation Fund Project.

**“Agreement Personal Data”** Personal Data which is to be Processed under this Data Sharing Schedule to the Agreement.

**“Applicable Laws”**

any:

- (a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal); and/or
- (b) legally binding rule, policy, guidance or recommendation issued by the Secretary of State

in force from time to time which relates to the Agreement and/or the Processing of Agreement Personal Data.

**“Commencement Date”**

means the 6<sup>th</sup> May 2018 or any other date defined by Data Protection Laws as being the date any applicable provisions of Part 3 of the Data Protection Act 2018 takes effect.

**“Data Protection Laws”**

all Applicable Laws relating to data protection, the Processing of Personal Data and privacy, including:

- (a) the Data Protection Act 1998;
- (b) Human Rights Act 1998;
- (c) until the departure of the United Kingdom from the European Union, sections 7 and 8 of the Charter of Fundamental Rights of the European Union, (as and where applicable);
- (d) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679 (“GDPR”);
- (e) Data Protection Act 2018 (subject to royal assent);
- (f) the Freedom of Information Act 2000, where the Party is defined as a public authority for the purposes of the Freedom of Information Act 2000;
- (g) in respect of the National Crime Agency, s7 of the Crime and Courts Act 2013; and/or
- (h) any statutory codes of practice;

together with applicable Court/Tribunal judgments and/or ICO decisions;

and references to **“Data Processor”, “Processor”, “Data Protection by Design and by Default”, “Data Protection Impact Assessment” “Data Subjects”, “Data Controller”, “Controller”, “Personal Data”, “Process”, “Processed” “Processing”** and **“Supervisory Authority”** have

the meanings set out in, and will be interpreted in accordance with, such Applicable Laws

**"Data Sharing Schedule"**

this schedule

**"Data Security Incident"**

- (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or
- (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of **paragraph (a)**, which may result in exploitation or exposure of that Agreement Personal Data; or
- (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Agreement Personal Data

**"Data Subject Request"**

any request made by a Data Subject seeking to exercise any of their rights under:

- (a) prior to 25 May 2018 s.7 to s.15 of the Data Protection Act 1998; or
- (b) (subject to Parliamentary approval) from the 6 May 2018, in respect of any processing of personal data for Law Enforcement Purposes, provisions contained in Part 3 of the Data Protection Act 2018, equivalent to the Articles to the GDPR specified in (c) below;
- (c) 25 May 2018 Articles 15, 16, 17, 18, 20, 21 and/or 22 of the GDPR and/or their equivalent provisions as set out in the Data Protection Act 2018.

**"Disclosing Party"**

any Party to the Agreement who shares Agreement Personal Data with the Recipient Party.

**"GDPR"**

Regulation (EU) 2016/679 (the General Data Protection Regulation)

**"GIRR"**

the Governance Information Risk Return, as may be replaced, supplemented or varied from time to time.

**"International Transfer"**

a transfer to a country outside the European Union (as it is made up from time to time) of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer.

**"Law Enforcement Processing"**

any Processing of Personal Data for law enforcement purposes, as defined in the Data Protection Act 2018 as being for the prevention, investigation, detection or prosecution of criminal offences or the execution of

	criminal penalties, including safeguarding against and the prevention of threats to public security.
<b>"Non-Sensitive Personal Data"</b>	any Personal Data that is not Sensitive Personal Data, and from 25 May 2018, will include information relating to criminal offences as defined in Article 10 of the GDPR
<b>"Objectives"</b>	means the Objectives set out in Clause 5.4 of the Agreement as may be replaced, supplemented or varied from time to time.
<b>"Operational Objectives"</b>	<p>means the following Objectives:-</p> <ul style="list-style-type: none"> <li>(a) supporting the development of a co-ordinated partnership activity towards Modern Slavery;</li> <li>(b) the integration of interdependent functions (nationally co-ordinated actions, assessment, guidance and training) enabling a significant change in the way in which Modern Slavery is policed; and</li> <li>(c) improving the response and approach to Modern Slavery at an operational level;</li> </ul> <p>as may be replaced, supplemented or varied from time to time.</p>
<b>"Parties"</b>	means any or all Parties to the Agreement
<b>"Privacy Notice"</b>	means any notice issued in accordance with Article 13 or 14 of the GDPR and/or equivalent provisions in the Data Protection Act 2018.
<b>"Sensitive Personal Data"</b>	<p>means Personal Data defined as:-</p> <ul style="list-style-type: none"> <li>(a) Sensitive Personal Data under s.2 of the Data Protection Act 1998, including information relating to actual or alleged criminal offences; and/or</li> <li>(b) from 25 May 2018, Special Categories of Personal Data as defined by Article 9 of the GDPR, and/or personal data deemed to fall under the definition of sensitive processing under the Data Protection Act 2018.</li> </ul>
<b>"Sharing"</b>	means any disclosure of Personal Data from one Data Controller to another Data Controller.
<b>"Strategic Objectives"</b>	means any Objectives other than Operational Objectives.
<b>"Supervisory Authority"</b>	means the Information Commissioner ("ICO") or other applicable data protection commissioner as may be replaced, supplemented or varied from time to time.

## 2. **PURPOSE**

- 2.1 This Data Sharing Schedule sets out the framework for the sharing of Agreement Personal Data between the Collective Parties, acting as separate Controllers. It defines the principles and procedures that the Collective Parties shall adhere to and the responsibilities the Collective Parties owe to each other.
- 2.2 The Collective Parties acknowledge that this Data Sharing Schedule documents the basis upon which:
- 2.2.1 the Disclosing Party is lawfully entitled to share the Agreement Personal Data; and
  - 2.2.2 the Recipient Party is lawfully entitled to Process the received Agreement Personal Data;
- as a means of promoting the achievement of the Objectives.
- 2.3 The Collective Parties acknowledge that the Recipient Party, when Processing Agreement Personal Data provided by the Disclosing Party:-
- 2.3.1 in furtherance of its Operational Objectives, will be undertaking Law Enforcement Processing, which will from the Commencement Date be governed by Part 3 of the Data Protection Act 2018 in respect of that Processing activity; and
  - 2.3.2 in furtherance of its Strategic Objectives, will be Processing the Agreement Personal Data as a Data Controller for the purposes of:-
    - 2.3.2.1 statistical analysis;
    - 2.3.2.2 service improvement;which are subject to regulation under article 89 of the GDPR and its equivalent provision as set out in the Data Protection Act 2018 and the Digital Economy Act 2017.

## 3. **COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS**

- 3.1 Each Participating Party confirms that it is and will continue to be compliant with the Data Protection Laws in force from time to time, at all times during the Term of the Agreement, and that it maintains valid registration with its national Supervisory Authority, to the extent required by Data Protection Laws including the payment of any applicable fees, which covers the Processing of the Personal Data, including Agreement Personal Data.
- 3.2 Each Participating Party confirms that it is responsible for ensuring that it is compliant with its own legal obligations imposed under Data Protection Laws, including maintaining and updating their own data protection policies and procedures to ensure that any sharing or Processing of Agreement Personal Data is lawful.
- 3.3 Each Participating Party confirms that it has implemented the policies that:-
- 3.3.1 explains the Controller's procedures for securing compliance with the principles in Article 5 of the GDPR (principles relating to processing of personal data) in connection with the Processing of Personal Data under this Agreement and Schedule, and
  - 3.3.2 explains the controller's policies as regards the retention and erasure of Personal Data Processed, giving an indication of how long such Personal Data is likely to be retained.

## **FAIR AND LAWFUL PROCESSING**

- 3.4 The Collective Parties recognise and accept that the Agreement Personal Data includes:-
- 3.4.1 Sensitive Personal Data and Non-Sensitive Personal Data relating to offenders, suspected offenders and victims, and
  - 3.4.2 Non-Sensitive Personal Data relating to Police Officers involved in the investigation of alleged offences.
- 3.5 The Collective Parties acknowledge that:
- 3.5.1 Part 3 of the Data Protection Act 2018 will take effect from the Commencement Date; and
  - 3.5.2 the GDPR and the remainder of the Data Protection Act 2018 will take effect from the 25 May 2018, and this will impact on the lawful basis to Process and share Personal Data in furtherance of the Objectives.
- 3.6 The Collective Parties further consider that they are entitled to Process the Agreement Personal Data fairly and lawfully, in furtherance of the Operational Objectives in accordance with:
- 3.6.1 Clauses 4.4 and 4.5 below of this Data Sharing Schedule for the period prior to 25 May 2018 (or in respect of any processing for Law Enforcement Purposes, the Commencement Date); and
  - 3.6.2 Clauses 4.6 and 4.7 below of this Data Sharing Schedule for the remainder of the Term of the Agreement.
- 3.7 The Collective Parties consider that they are entitled to Process Non-Sensitive Personal Data in furtherance of the Operational Objectives for one or more of the following grounds:
- 3.7.1 the Processing is necessary for the administration of justice;
  - 3.7.2 the Processing is necessary for the exercise of any functions conferred on any person by or under any enactment, including the Police Act 1996 and the Modern Slavery Act 2015;
  - 3.7.3 the Processing is necessary for the purposes of the legitimate interests pursued by the Collective Parties except where the Processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject.
- 3.8 In addition to the grounds set out in Clause 4.4 of this Data Sharing Schedule, the Collective Parties accept that they are entitled to Process Agreement Personal Data classed as Sensitive Personal Data, in furtherance of the Operational Objectives, on the basis of one or more of the following legal grounds:
- 3.8.1 the Processing is necessary for the administration of justice; and/or
  - 3.8.2 the Processing is necessary for the exercise of any functions conferred on any person by or under an enactment, including the obligations imposed by the Modern Slavery Act.
- 3.9 The Disclosing Party further considers that it is entitled to share Non-Sensitive Personal Data within any Party to the Agreement for the purposes set out in clause 2.3.2 and 4.8 and 4.10 of this Data Sharing Schedule, for the period commencing on 25 May 2018 for one or more of the following legal grounds:
- 3.9.1 Processing is necessary for compliance with a legal obligation to which the Disclosing Party is subject; and/or



- 3.9.2 Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Disclosing Party, including under s.41 of the Digital Economy Act 2017;
- 3.10 For the period commencing on 25 May 2018 the Collective Parties consider that they are entitled to Process Agreement Personal Data classified as Sensitive Personal Data on the basis of one or more of the following legal grounds:
- 3.10.1 where the Agreement Personal Data relates to the commission, alleged commission or conviction of any criminal offences relating to or involving a Data Subject, the sharing is undertaken for law enforcement purposes, as prescribed by Part 3 of the Data Protection Act 2018; and/or
- 3.10.2 the Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject.
- 3.11 The Collective Parties further agree that the Recipient Party may, where it believes that Agreement Personal Data provided by two or more Parties indicate a link between two or more investigations or suspected offences, share the following information:-
- 3.11.1 Investigating officer's name;
- 3.11.2 Investigating officer's contact details;
- 3.11.3 details of the investigating Party;
- 3.11.4 case reference number;
- to any other Collective Parties investigating suspected related cases.
- 3.12 The Collective Parties agree that any decision to disclose any further information relating to the investigations or suspected offences lies solely with the Party(s) undertaking the investigation or holding information relating to the suspected offence(s).
- 3.13 Strategic Objectives
- 3.13.1 The Collective Parties accept that the Processing of Agreement Personal Data in furtherance of the Strategic Objectives are compatible with the purposes to which the Agreement Personal Data was Processed in furtherance of the Operational Objectives.
- 3.13.2 The Collective Parties further accept that the Recipient Party may share Agreement Personal Data with Additional Parties, where necessary and directed by the SRO. Where such direction is made, the Recipient Party will, wherever possible, seek to share anonymised or depersonalised data, but the Parties recognise that in certain situations, this may impede or prevent the Processing of Agreement Personal Data in furtherance of the Strategic Objectives.
- 3.13.3 In the event that a request has been made to share Agreement Personal Data with an Additional Party, the Recipient Party shall only comply with the request following the approval of the SRO.

#### 4. **INFORMATION HANDLING**

- 4.1 The Collective Parties accept that:
- 4.1.1 the shared Agreement Personal Data shall be categorised and treated as Official Sensitive (High); and

- 4.1.2 any de-personalised or anonymised data derived from Agreement Personal Data, shall be categorised and treated as Official Sensitive (low);

in accordance with the Government Security Classification ("GSC") in force from time to time, and accordingly, the Parties shall comply with the respective data security and handling requirements imposed by compliance with the GSC.

- 4.2 In the event that a Participating Party has not adopted the GSC, it shall agree with the Recipient Party any information classification scheme to ensure that any Personal Data shared by either the Recipient Party or any other Party for the investigating and/or prosecuting Modern Slavery offences are handled appropriately. The Parties confirm that any Agreement Personal Data will be retained in accordance with the Party's respective retention schedules, in force from time to time.
- 4.3 In the event that any Participating Party receives a request for the erasure of Agreement Personal Data from a Data Subject, it is responsible for the determining whether to comply with the request or not.

## 5. **DATA QUALITY**

- 5.1 The Disclosing Party shall take all reasonable steps to ensure the accuracy of the information it shares with the Recipient Party.
- 5.2 In the event that the Recipient Party becomes aware or has a reasonable suspicion that any Agreement Personal Data shared by the Disclosing Party is either inaccurate or no longer up to date, it shall promptly notify the Disclosing Party of the actual or suspected error, together with any evidence it has that indicates the error.
- 5.3 The Disclosing Party shall promptly investigate the alleged error and inform the Recipient Party of the outcome of their investigations, and where the information was found to be inaccurate, provide a corrected version of the inaccurate Agreement Personal Data.
- 5.4 In the event that the Disclosing Party becomes aware of any inaccuracy in the Agreement Personal Data other than as a result of a notification under clause 6.2 of this Data Sharing Schedule, it shall promptly notify the Recipient Party of the error and provide a corrected version of the inaccurate Agreement Personal Data.

## 6. **DATA FORMAT**

- 6.1 The Disclosing Party agrees to provide the Agreement Personal Data in accordance with the format prescribed by the Recipient Party from time to time.

## 7. **DATA SUBJECTS' RIGHTS**

- 7.1 In the event that any Data Subject makes a Data Subject Request in relation to Agreement Personal Data, the Participating Party subject to the Data Subject Request shall notify any other Parties who may be impacted by the disclosure of the requested information, where the disclosure of any information or compliance with any obligation, in response to the Data Subject Request, may impact on the operation of the Agreement, the meeting of the Objectives or effective operation of the other Parties' law enforcement functions.
- 7.2 The Collective Parties shall consult with each other in respect of identifying the potential impact of complying with any or part of any Data Subject Request, but the final decision in respect of complying with any or all of the Data Subject Request shall lie solely with the party subject to the Data Subject Request.
- 7.3 In the event that any complaint is made to any Supervisory Authority in respect of any actual or perceived non-compliance with Data Protection Laws in respect of the operation of this Agreement, the party subject to the complaint shall notify any other Parties potentially affected by the potential disclosure, of the complaint and, where appropriate, co-operate in responding to or providing evidence to the Supervisory Authority in response to the complaint.

## 8. **PRIVACY NOTICES**

8.1 The Collective Parties shall ensure that their general privacy notices shall make reference to Processing Personal Data for the purposes of the prevention/detection of crime, in compliance with Part 3 of the Data Protection Act 2018.

8.2 The Collective Parties further accept that the disclosure of the information to individual Data Subjects relating to the sharing and Processing of Agreement Personal Data in furtherance of the Operational Objectives, at the time of the Parties sharing this information may:-

8.2.1 obstruct an official or legal inquiry, investigation or procedure; and/or

8.2.2 prejudice the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties;

and accordingly, accept that any Party is entitled to withhold any specific reference to the Processing, or reference to specific sharing of Agreement Personal Data in furtherance of the Objectives, in any applicable Privacy Notice.

## 9. **DATA RETENTION AND DELETION**

9.1 The Recipient Party shall retain Agreement Personal Data in accordance with its retention policy/schedule, and in full compliance with Data Protection Laws.

9.2 Where Agreement Personal Data is deleted, it shall be done in accordance with the Recipient Party's data destruction policy, as mandated by the GIRR, and in full compliance with Data Protection Laws.

## 10. **BREACHES**

10.1 In the event that any Disclosing Party to this Data Sharing Schedule becomes aware of, or has a reasonable suspicion that a breach of this Data Sharing Schedule has occurred, including any Data Security Incident, it shall promptly notify the Recipient Party, in accordance with clause 15 of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion.

10.2 In the event that the Recipient Party becomes aware of, or has a reasonable suspicion that a breach of any of the conditions contained in this Data Sharing Schedule has occurred, including any Data Security Incident, it shall promptly notify the Disclosing Party, in accordance with clause 16 of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion."

10.3 The Parties shall co-operate to promptly confirm whether a breach has occurred, and notify any other Parties to the Agreement in the event that any confirmed breach impacts on Agreement Personal Data provided by that other Party.

10.4 Nothing in this Data Sharing Schedule shall prohibit or restrict any Data Controller from their legal obligation to notify the Supervisory Authority of any Data Security Incident that is or will be likely to result in a risk to the rights and freedoms of the Data Subject or any other individual.

## 11. **DATA GOVERNANCE**

11.1 The Collective Parties will co-operate when undertaking a joint Data Protection Impact Assessment into the Processing activities undertaken under this Data Sharing Schedule.

11.2 In the event that any changes to the Processing activities undertaken under this Data Sharing Schedule are planned, the Parties shall co-operate in respect of any Data Protection by Design and by Default programme planned as part of any design and implementation programme pertaining to the changes.

## 12. **SECURITY AND TRAINING**

- 12.1 The Collective Parties recognise and accept that they are all subject to, and are required to comply with the GIRR for the avoidance of doubt, any additional parties, where they are not receiving operational data, will not be required to comply with the GIRR for the purposes of this agreement.
- 12.2 In the event that the Disclosing Party is deemed to be non-compliant with the GIRR, it shall promptly notify the Recipient Party of this and agree any mitigating measures to ensure the security of the Agreement Personal Data.
- 12.3 In the event that the Recipient Party is deemed to be non-compliant with GIRR, it shall promptly notify all Collective Parties of this and agree any mitigating measures to ensure the security of the Agreement Personal Data.
- 12.4 In the absence of any agreement in relation to the implementation of any mitigating measures, the Collective Parties shall be entitled to suspend the operation of this Agreement until an agreement has been reached.
- 12.5 In the event that any third parties, including Additional Parties, are required to be given access to any depersonalised or anonymised data, the Recipient Party shall be responsible for ensuring that that the third party:-
  - 12.5.1 implements and maintains adequate organisational and technical data protection measures;
  - 12.5.2 ensures that any individuals granted access to any depersonalised or anonymised data, have completed mandatory data security training prior to being given access;
  - 12.5.3 enters into an agreement that any depersonalised or anonymised data, will not be transferred or Processed outside the EU; and
  - 12.5.4 is subject to a Non-Disclosure Agreement/Confidentiality Agreement, or other statutory obligation prohibiting the sharing or disclosure of any depersonalised data to other parties, and that all staff having access to the depersonalised data are placed under a similar obligation;

prior to access being granted.

## 13. **WARRANTIES**

- 13.1 Each Participating Party warrants and undertakes that it will:
  - 13.1.1 Process the Agreement Personal Data in compliance with all Applicable Laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data Processing operations;
  - 13.1.2 where applicable, maintain registration with all relevant Supervisory Authorities to Process all Agreement Personal Data for the Processing activities set out in this Agreement.
  - 13.1.3 Take all appropriate steps to ensure compliance with:-
    - 13.1.3.1 the security classification of Agreement Personal Data; and
    - 13.1.3.2 the GIRR framework.
- 13.2 The Recipient Party warrants and undertakes that it will not disclose or transfer Agreement Personal Data outside the European Union.

14. **LIABILITY**

- 14.1 Any Liabilities incurred by a Participating Party as a result of this Data Sharing Schedule shall be dealt with in accordance with clause 26 of the Agreement.

15. **NOTICES**

- 15.1 Any notice or other communication given to the Recipient Party under or in connection with this Data Sharing Schedule shall be deemed to be duly served if addressed to the SRO and in accordance with clause 38.4.1 of the Agreement.
- 15.2 The Disclosing Party shall provide to the Recipient Party, and keep up to date, the details of the officer or employee of the Disclosing Party to whom the Recipient Party should send any notice issued under or in connection with this Data Sharing Schedule. Any such notice or communication shall be deemed to be duly served if addressed to this nominated officer or employee provided it is served in accordance with clause 38.4.1 of the Agreement.

# **APPENDIX 1**

## **PERSONAL DATA**

Data Subject: Senior Investigating Officers

Personal Data: name of Senior Investigating Officer(s)  
Telephone Number  
Email Address

Data Subject: Case Officer  
name of Case Officer  
Telephone Number  
Email Address

Data Subject: Suspected perpetrator

Personal Data Name of Suspected perpetrator(s)  
Date of Birth  
Nationality  
Ethnicity/Cultural Background  
Gender  
OCGM Score  
MORILE Score  
whether arrested, and for what offences  
whether charged, and for what offences  
whether convicted, and for what offences  
previous convictions – and for what offences  
suspected activities/offences:

Data Subject Victim(s):

Personal Data:

Name

Date of Birth

Nationality

Ethnicity/Cultural Background

Gender

Vulnerability

measures implemented to protect the Victim(s)

methods used to coerce or control the victim:

location data in respect of the victim and methods of travel

information about method of recruitment

relationship with recruiter

## **SCHEDULE 11**

### **MODERN SLAVERY PROGRAMME KEY DELIVERABLES**

The Key Deliverables for the Programme are as follows:

1. JSTAC strategic analytical products tasked by the National Modern Slavery Threat Group and delivered within agreed time parameters; provision of timely intelligence briefs on new and emerging issues as identified by the National Modern Slavery Threat Group, both drawing upon the spectrum of JSTAC agency intelligence.
2. Structured national and regional intelligence collection activity, developed with input from across the JSTAC agencies for each NSIR/thematic activity tasked through National Tasking.
3. Increase in transit of intelligence to and from Europol, particularly the increase in operational leads provided to UK Policing.
4. Increased identification of vulnerable people, places, offenders, and trends through improved data matching across Forces and delivery of regional assessments.
5. A national measure of the disruptive impact of proactive law enforcement work on Modern Slavery.
6. The development of evidenced based policy, guidance and shared information to improve the quality of police investigations.
7. A nationally embedded structured debriefing and lessons learnt process.
8. Nationally accredited and tracked delivery of core training for the police family to improve investigations.
9. A series of projects to improve the way in which Policing refers into and manages referrals from the NRM/DTN processes, supporting policing and UKIE to engage with the NRM Reform Programme.
10. Increase PCC activity, engagement and support for activity to tackle Modern Slavery.
11. Reduced challenges in the court process through early resolution of evidential or process obstacles.



## **SCHEDULE 12**

### **PARLIAMENTARY MINUTE FOR NCA**

#### **"USE OF INDEMNITIES BY THE NATIONAL CRIME AGENCY (NCA) TO FACILITATE FIREARMS TRAINING AND OPERATIONAL INDEMNITIES"**

It is normal practice, when a government department proposes to undertake a contingent liability in excess of £300,000 for which there is no specific statutory authority, for the department concerned to present to Parliament a Minute giving particulars of the liability created and explain the circumstances; and to refrain from incurring the liability until fourteen parliamentary sitting days after the issue of the Minute, except in cases of special urgency.

On 11 October 2011, Home Office laid a Departmental Minute on behalf of NCA's predecessor, SOCA, outlining total indemnity exposure in relation to firearm training and other operational indemnities up to £50m at any given time with individual indemnities at up to £10m for a time-limited period, as detailed below. The purpose of this Minute is to notify Parliament of the continuance of these liabilities.

Under the general statutory provisions of the Crime and Courts Act 2013, NCA provides firearms training to its officers. NCA does not own any firearms training facilities but relies on external facilities which are provided primarily at police and military sites. As a condition of NCA using these sites, the providers of firearms facilities have sought indemnities in respect of any loss or damage caused by NCA personnel.

The NCA intends to report indemnities for operational need up to £1million reported on an *ex-poste* basis in NCA's Accounts. Whilst NCA has endeavoured to negotiate the quantum down to within the £1m threshold, this has not always been possible. Some firearm facility providers have sought indemnities greater than £1m. These indemnities were originally in the range of £20m to £35m, and some providers initially requested unlimited indemnities, but have more typically been around £2m, £5m or £10m. It is possible that four of five separate indemnities could be given at any time, lasting for a period of up to a year at a time.

Since its inception, the NCA has also entered into operational indemnities including indemnifying a bank directed to freeze an account suspected of holding the proceeds of crime; and providing an indemnity to banking institutions that provide covert banking facilities, such as the provision of credit cards to its operatives. Both of these indemnities are required to protect the bank from loss arising from instances outside of the bank's control.

Over the period since the last Departmental Minute in 2011, the NCA (and its precursor SOCA) has operated within the limitations notified to Parliament. The total indemnity exposure has remained within the £50m at any given time ceiling, and no single indemnity has carried a value of £10m or more.

The risk of indemnities being called upon is considered to be very remote in view of the stringent safety precautions undertaken, and to date no firearms indemnities have been called upon.

This Departmental Minute notifies Parliament of the NCA's intention to consider the following indemnities as an overall package of risk:

- Indemnities for firearms trainings;
- Indemnities with banks relating to the recovery of criminal assets; and
- Indemnities with banks to provide covert banking facilities.

The NCA will retain the £50m at any given time ceiling as the limitation of total financial risk, with no single indemnity of value in excess of £10. This notification is proposed to start from 1 April 2015. NCA will notify Parliament through the Minute procedure if any significant change is required in the overall level of indemnities.

If the liability is called, provision for any payment will be sought through the normal Supply procedure.

The Treasury has approved the proposal in principle. Although it is normal procedure to allow a period of fourteen parliamentary sitting days beginning on the date on which this Minute was laid before Parliament to allow Members to object, it has not been possible to do so in this case as this would result in NCA being unable to undertake certain operational activity or firearms training in the immediate period after 31 March 2015. It would therefore be useful to receive any objections before 31 March 2015 if a Member does signify an objection by giving notice of a Parliamentary Question or by otherwise raising the matter in Parliament, final approval to proceed with incurring the liability will be withheld pending an examination of the objection.

Signed:

Karen Bradley, Minister for Organised Crime and Modern Slavery”

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF BEDFORDSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CAMBRIDGESHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CHESHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMISSIONER OF POLICE FOR THE CITY OF LONDON** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMON COUNCIL OF THE CITY OF LONDON IN ITS CAPACITY**

**AS POLICE AUTHORITY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CLEVELAND** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CUMBRIA CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CUMBRIA** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DEVON AND CORNWALL POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DEVON AND CORNWALL**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DORSET POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DORSET** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DURHAM CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DURHAM** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DYFED-POWYS POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DYFED-POWYS** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF ESSEX POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR ESSEX** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GREATER MANCHESTER POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**GREATER MANCHESTER COMBINED AUTHORITY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GWENT POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR GWENT** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HERTFORDSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HUMBERSIDE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF KENT POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR KENT** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LANCASHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LANCASHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF MERSEYSIDE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR MERSEYSIDE** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMISSIONER OF POLICE OF THE METROPOLIS** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE MAYOR'S OFFICE FOR POLICING AND CRIME** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORFOLK CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORFOLK** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTH WALES POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE**

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE**

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTHUMBRIA POLICE** )

in the presence of: )

Witness signature:

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Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA** )

in the presence of: )

Witness signature:

Name:

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Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SOUTH WALES POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SURREY POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SURREY** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SUSSEX POLICE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SUSSEX** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF THAMES VALLEY POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST MERCIA POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE**

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WILTSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE NATIONAL CRIME AGENCY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**UK BORDER FORCE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**IMMIGRATION ENFORCEMENT** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**GANGMASTERS AND LABOUR ABUSE AUTHORITY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**HER MAJESTY'S REVENUE AND CUSTOMS** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**COLLEGE OF POLICING** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**BRITISH TRANSPORT POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation: