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National Police Collaboration Agreement—in relation to the setting up  
of a Co-ordinating Body known as the National Police Chiefs' Council  
("NPCC")

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**THIS DEED OF AGREEMENT** is made on

2015

**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

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- (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
  - (44) The Chief Constable of the British Transport Police
  - (45) The Chief Constable of the Civil Nuclear Constabulary

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(46) The Chief Constable of the Ministry of Defence Police

**BETWEEN THE FOLLOWING FUNDING PARTIES**

- (47) Police and Crime Commissioner for Avon and Somerset
- (48) Police and Crime Commissioner for Bedfordshire
- (49) Police and Crime Commissioner for Cambridgeshire
- (50) Police and Crime Commissioner for Cheshire
- (51) Police and Crime Commissioner for Cleveland
- (52) Police and Crime Commissioner for Cumbria
- (53) Police and Crime Commissioner for Derbyshire
- (54) Police and Crime Commissioner for Devon & Cornwall
- (55) Police and Crime Commissioner for Dorset
- (56) Police and Crime Commissioner for Durham
- (57) Police and Crime Commissioner for Dyfed-Powys
- (58) Police and Crime Commissioner for Essex
- (59) Police and Crime Commissioner for Gloucestershire
- (60) Police and Crime Commissioner for Greater Manchester
- (61) Police and Crime Commissioner for Gwent
- (62) Police and Crime Commissioner for Hampshire
- (63) Police and Crime Commissioner for Hertfordshire
- (64) Police and Crime Commissioner for Humberside
- (65) Police and Crime Commissioner for Kent
- (66) Police and Crime Commissioner for Lancashire
- (67) Police and Crime Commissioner for Leicestershire
- (68) Police and Crime Commissioner for Lincolnshire

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- (69) Police and Crime Commissioner for Merseyside
  - (70) The Mayor's Office for Policing and Crime
  - (71) Police and Crime Commissioner for Norfolk
  - (72) Police and Crime Commissioner for North Wales
  - (73) Police and Crime Commissioner for North Yorkshire
  - (74) Police and Crime Commissioner for Northamptonshire
  - (75) Police and Crime Commissioner for Northumbria
  - (76) Police and Crime Commissioner for Nottinghamshire
  - (77) Police and Crime Commissioner for South Wales
  - (78) Police and Crime Commissioner for South Yorkshire
  - (79) Police and Crime Commissioner for Staffordshire
  - (80) Police and Crime Commissioner for Suffolk
  - (81) Police and Crime Commissioner for Surrey
  - (82) Police and Crime Commissioner for Sussex
  - (83) Police and Crime Commissioner for Thames Valley
  - (84) Police and Crime Commissioner for Warwickshire
  - (85) Police and Crime Commissioner for West Mercia
  - (86) Police and Crime Commissioner for West Midlands
  - (87) Police and Crime Commissioner for West Yorkshire
  - (88) Police and Crime Commissioner for Wiltshire
  - (89) The Common Council of the City of London
  - (90) British Transport Police Authority
  - (91) Civil Nuclear Police Authority
  - (92) Secretary of State for Defence

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- (93) Sovereign Base Area Police
  - (94) The Isle of Man Constabulary
  - (95) Guernsey Police
  - (96) The State of Jersey Police
  - (97) The Royal Military Police
  - (98) The Royal Gibraltar Police
  - (99) RAF Police
  - (100) The Royal Navy Police.

**BETWEEN THE FOLLOWING NON FUNDING PARTIES**

- (101) The National Crime Agency;
  - (102) The College of Policing
- (together the "Parties")

**1. BACKGROUND**

- 1.1 As a result of the Parker Review, the Parties acknowledge that the Association of Chief Police Officers of England, Wales and Northern Ireland ("ACPO") which was incorporated on 1st April 1997 will be dissolved on or around the date of this Agreement.
- 1.2 In order to deliver some of the functions that were previously carried out by ACPO, the Parties have agreed to establish a new co-ordinating body known as the National Police Chiefs' Council (the "**NPCC**") which shall be hosted by the Metropolitan Police (the "**Host Force**"). This will be a non legal entity and shall be a collaboration between Chief Officers. The Host Force shall not be liable for the actions of the NPCC and any such liabilities shall be shared between the Parties to this Agreement in the manner set out in this Agreement.
- 1.3 The NPCC will enable operationally independent and locally accountable Chief Officers to co-ordinate the work of the police service in order to protect the public.
- 1.4 The Parties have agreed to collaborate with each other in relation to the running, the carrying out of the functions, the funding and the establishment of the NPCC.

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- 1.5 This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables chief officers of 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. 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 Parties agree that the Commissioner of Police of the Metropolis and the Mayor's Office for Policing and Crime are a party to this Agreement both in their capacity as a Chief Officer and Funding Party (in the same manner in which the other parties to this Agreement are a Chief Officer or Funding Party) and in their capacity as the Host Force.
- 1.7 The Parties recognise and agree that they collaborate together not just for the benefit of themselves, but also for the benefit of the Police Service of Scotland and the Police Service of Northern Ireland.

## 2. DEFINITIONS

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

Definition	Interpretation
"ACPO"	The Association of Chief Police Officers;
"ACRO"	The ACPO Criminal Records Office;
"ACRO/UKCA board"	The governance boards established for the purpose of the exchange of criminal records and the other activities to be performed by ACRO;
"APCC General Meeting"	A general meeting of the Association of Police and Crime Commissioners, as set out in the APCC Articles of Association, which is a plenary session of Police and Crime Commissioners, conducted in line with standing orders of the company;
"Agreement"	The terms of this agreement between the Parties;
"Assets"	All of those tangible and non tangible assets (including property but excluding any contracts that are dealt with pursuant to clause 12 of this Agreement) which are

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Definition	Interpretation
	required for the purposes of establishing the NPCC and, for the purposes of this Agreement, is anticipated to be financial assets, computers and office furniture;
"Assistant Commissioner of the Police of the Metropolis"	A police officer appointed from time to time pursuant to section 45 of the Police Reform and Social Responsibility Act 2011 in the role of Assistant Commissioner of the Police of the Metropolis;
"Audit and Assurance Board"	The audit and assurance board set up pursuant to Schedule 2;
"Audit and Assurance Chair"	The chair of the Audit and Assurance Board as further described in Schedule 2;
"Business Day"	A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
"Care of Police Survivors"	The independent entity and UK registered charity established in 2003 to support the families of police officers killed in the line of duty;
"Chair "	The person appointed to the role of the Chair of the NPCC from time to time who shall be appointed as an Assistant Commissioner of the Police of the Metropolis;
"Chief Constables Council"	The senior operational decision-making body for NPCC being the mechanism by which all the Chief Officers of police (as defined by section 101 Police Act 1996 (as amended)) consider national operational matters;
"Chief Police Officers"	All officers holding a substantive or temporary rank or appointment above that of superintendent rank and including non warranted staff in roles within Chief Officer teams in the Home Office forces and the Police Service of Northern Ireland, Police Scotland, British Transport Police and such other organisations from time to time
"Chief Officer"	A chief officer of police as defined under section 101 Police Act 1996 (as amended);
"COBR"	Cabinet Office Briefing Room;
"Code of Ethics for Policing"	The Code of Ethics is the written guide to the principles that every member of the policing profession of England and Wales is expected to uphold and the standards of



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Definition	Interpretation
	behaviour they are expected to meet;
"College of Policing"	The professional body that supports the training and development of police officers and police staff;
"College of Policing Professional Committee"	The professional committee chaired by the Chief Executive of the College of Policing;
"Commissioner of Police of the City of London"	The police officer appointed to the role of the Commissioner for the City of London from time to time;
"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;
"Common Council"	The Common Council for the City of London;
"Counter Terrorism Collaboration Agreement"	The collaboration agreement entered into around the date of this Agreement by some of the Parties to this Agreement in relation to the discharge of counter-terrorism activities;
"CPOSA"	The Chief Police Officers Staff Association;
"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));
"Effective Date"	1 April 2015;
"External Funding Parties"	Has the meaning given to it in clause 7.5;
"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;
"FSS Share"	The proportion of any financial amounts to be paid by the Funding Parties to this Agreement as set out in the second column in Schedule 4 (as amended from time to time pursuant to clause 15.1);
"Funding Parties Contribution"	The annual contribution to be paid by each Funding Party which in relation to the first Financial Year of this Agreement shall be

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Definition	Interpretation
	as set out in Schedule 4 or in relation to each subsequent Financial Year the amount that is determined to be paid by each Funding Party pursuant to clause 15.7;
"Funding Parties"	The Parties listed under the heading "Funding Parties" in the recitals to this Agreement, and "Funding Party" shall be construed accordingly;
"Good Industry Practice"	That degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced police force and/or Policing Body (as applicable);
"Governance Schedule"	Schedule 2;
"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 Honours Committee"	The honours committee which reviews honours nominations for people involved in specific activities (like arts, media and sport) which are then sent to the main honours committee;
"Host Force"	The Metropolitan Police Service and/or MOPAC (as applicable);
"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;

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<b>Definition</b>	<b>Interpretation</b>
"Liability"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses), 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);
"Metropolitan Police Service"	The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;
"Model Procedure"	The model procedure as set out by the Centre for Effective Dispute Resolution;
"MOPAC"	The Mayor's Office for Policing and Crime;
"National Counter Terrorism Police Services"	The policing response across the UK to threats of terrorism as further described in the collaboration agreement in relation to National Counter Terrorism Policing;
"Non Funding Parties"	Shall mean the Parties under the heading "Non Funding Parties" in the recitals to this Agreement;
"NPCC Contract"	Has the meaning given to it in clause 12.3;
"NPCC Staff"	Police Officers and members of police staff who are employed by or are officers of the Commissioner of Police of the Metropolis to exclusively perform services in order to assist the NPCC to deliver its functions and who are funded through the FSS Share;
"NPoCC"	The National Police Co-ordination Centre;
"NPoCC Collaboration Agreement"	The collaboration agreement entered into around the date of this Agreement in relation to the running of NPoCC;
"NPoCC Governance Board"	The governing board of NPoCC as shall be further described in the NPoCC Collaboration Agreement;
"Operating Model"	The model describing the way in which the NPCC shall function which shall be further developed following the date of this Agreement a broad outline of which is included in Annex 1 to this Agreement;
"Parker Review"	The independent review of ACPO carried out by General Sir Nick Parker KCB, CBE in

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Definition	Interpretation
	2013;
"Performance Sub-Committee"	The performance sub-committee that is established and has the responsibilities set out in Schedule 2;
"Police Memorial Trust"	The charitable trust named Police Roll of Honour Trust, with registered charity no. 1081637;
"Policing Body"	All of the Police and Crime Commissioners or the MOPAC or the Common Council of the City of London in England and any relevant police authorities;
"Policing Protocol"	Policing Protocol Order 2011, which was made pursuant to section 79(1) and (5) of the Police Reform and Social Responsibility Act 2011;
"Police Officer"	A police officer of a Police Force who are under the Direction and Control of their applicable Chief Officer;
"Police Force"	as defined by section 101 of the Police Act 1996;
"Protocols and Memoranda of Understanding"	Shall mean the protocols and memoranda of understanding set out in Annex 3 to this Agreement;
"PSNI"	Police Service of Northern Ireland;
"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;
"Service Level Agreement"	The service levels for the provision of the Support Services set out in Annex 2;
"Strategic Policing Requirement"	The document issued by the Secretary of State, from time to time, setting out the matters prescribed in s.37A of the Police Act 1996 (as introduced by s.77 of the Police Reform and Social Responsibility Act 2011);
"Support Services"	The support services required for the running of the NPCC which shall include support in relation to human resources, finance legal and IT as further set out in the Service Level Agreement;

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<b>Definition</b>	<b>Interpretation</b>
"Term"	The term of this Agreement as determined in accordance with clause 4.1;
"Termination Date"	The date on which is it is agreed by the Parties that this Agreement shall terminate;
"Transfer Date"	1 April 2015;
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended; and
"UKCA"	The United Kingdom Central Authority for the Exchange of Criminal Records

### **3. INTERPRETATION**

- 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.

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- 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 and agree as follows:-
- 3.12.1 the Audit and Assurance Board and the Chief Constables Council are not legal entities in their own right;
  - 3.12.2 each of the Parties shall be required to take whatever steps are within its reasonable control in order to give effect to the NPCC governance arrangements contemplated by this Agreement, including the creation and proper functioning of the Audit and Assurance Board and the Chief Constables Council;
  - 3.12.3 without prejudice to the generality of clause 3.12.1, each of the Parties shall procure that, to the extent it is represented on or has control over a representative of either the Audit and Assurance Board and/or the Chief Constables Council, the Audit and Assurance Board and the Chief Constables Council carry out in a timely manner the activities contemplated by this Agreement (including providing a decision on matters which are stated in this Agreement as being matters which are to be determined by, or which require the agreement or consent of, respectively the Audit and Assurance Board or the Chief Constables Council) subject to and in accordance with the respective constitutional and other governance arrangements which are set out or referred to in this Agreement as being applicable to the Audit and Assurance Board or the Chief Constables Council;
  - 3.12.4 insofar as the Host Force is required under this Agreement in respect of any particular matter to seek the agreement of, abide by the decision of and/or otherwise follow the instructions of either the Audit and Assurance

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Board or the Chief Constables Council, it shall be entitled for these purposes to rely on any communication emanating either from the Chair or from any other person who the Host Force (acting in good faith) believes to be a person who participates on or otherwise speaks for the Audit and Assurance Board or the Chief Constables Council (as applicable) and who is therefore competent to relay decisions of the Audit and Assurance Board or Chief Constables Council (as applicable); and

- 3.12.5 provisions in this Agreement which refer to or contemplate activities being carried out (including decisions being made) by the Audit and Assurance Board or the Chief Constables Council shall be construed accordingly.

**4. EFFECTIVE DATE**

- 4.1 The Agreement shall be entered into on the Effective Date and, subject to **clause 25**, shall continue in force unless otherwise terminated in accordance with the terms of this Agreement.

**5. REVIEW OF THE AGREEMENT**

- 5.1 In view of the number of Parties who have entered into this Agreement, the differing views of those Parties and the timescales required to sign this Agreement, it is agreed that this Agreement may require further development and refinement after the date of this Agreement. If any Party wishes to seek an amendment to the terms of this Agreement, they shall send that request to the Audit and Assurance Board who shall consider the request and any proposed amendments shall be included within a revised draft within 6 months following the date of this Agreement following agreement of such amendments in accordance with clause 5.6.
- 5.2 The Parties agree that this Agreement shall be reviewed by the Audit and Assurance Board or such other third party organisation as the Parties agree on a date no later than 3 years after the Effective Date and thereafter on at least 3 yearly intervals in order to establish whether any amendments are required to the governance structure, what the funding requirement and structure will be for the subsequent three years, any other terms of this Agreement and to assess the viability of the NPCC following which any appropriate and agreed amendments shall be made to this Agreement following agreement of the Audit and Assurance Board and in accordance with clause 5.7.
- 5.3 Subject to clause 5.5, the Parties and the Secretary of State shall be entitled to propose a variation to the Agreement by presenting a proposal to the Audit and Assurance Board for consideration with appropriate information to allow a variation to be properly considered.

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- 5.4 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of functions to be carried out by the NPCC to ensure that the objectives of this Agreement can be achieved.
- 5.5 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in accordance with the governance structure to accommodate changing demands, the practical requirements of the NPCC and the way in which the NPCC needs to operate on a day to day basis in order to fulfil its functions.
- 5.6 The terms of, or the Schedules and Annexes to this Agreement may be varied in the following circumstances:
- 5.6.1 The terms of this Agreement may only be varied with the consent of all of the Parties to this Agreement and the Secretary of State;
- 5.6.2 Any Schedule to this Agreement may be varied, replaced, or removed with the consent of the Audit and Assurance Board and the Host Force;
- 5.6.3 Any Annex to this Agreement may be varied, replaced or removed with the consent of the Chair and the Host Force; or
- 5.6.4 As a result of a statutory direction from the Secretary of State.
- 5.7 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the Audit and Assurance Board.

## **6. ACKNOWLEDGEMENT OF OTHER AGREEMENTS**

- 6.1 The Parties acknowledge that:
- 6.1.1 The Home Office and the NPCC will enter into a memorandum of understanding which shall set out the understanding, responsibilities and the relationship between NPCC and the Home Office in relation to the NPCC which the Parties shall annex to this Agreement following agreement of the same; and
- 6.1.2 The College of Policing and the NPCC will enter into a memorandum of understanding which shall set out the understanding, responsibilities and relationship between NPCC and the College of Policing in relation to the NPCC which the Parties shall annex to this Agreement following agreement of the same,

and that none of the Parties shall do anything to place themselves or any other Party to this Agreement in breach of any of the memorandums referred to in this



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clause 6.1 and shall co-operate in relation to the memorandum of understandings in order to allow the intentions under such documents to be fulfilled.

- 6.2 The Parties acknowledge that a number of other collaboration agreements (including in relation to the National Counter Terrorism Police Services and NPoCC) have been entered into by some or all of the Parties to this Agreement which are connected with the functions of the NPCC and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.

**7. FUNCTIONS OF THE NPCC AND PURPOSE**

- 7.1 The Parties agree that the NPCC will have the following functions:

- 7.1.1 The co-ordination of national operations including defining, monitoring and testing force contributions to the Strategic Policing Requirement working with the National Crime Agency where appropriate;
- 7.1.2 The command of counter terrorism operations and delivery of counter terrorist policing through the national network as set out in the Counter Terrorism Collaboration Agreement;
- 7.1.3 The co-ordination of the national police response to national emergencies and the co-ordination of the mobilisation of resources across force borders and internationally;
- 7.1.4 The national operational implementation of standards and policy as set by the College of Policing and Government;
- 7.1.5 To work with the College of Policing, to develop joint national approaches on criminal justice, value for money, service transformation, information management, performance management and technology; and
- 7.1.6 Where appropriate, to work with the College of Policing in order to develop joint national approaches to staff and human resource issues, including misconduct and discipline, in line with the Chief Officers' responsibilities as employers,

and no further functions shall be agreed without the prior written consent of the Secretary of State.

- 7.2 The Parties agree that the Operating Model (a broad outline of which is set out in Annex 1 and which shall be further developed following the date of this Agreement) shall set out further details of the functions to be carried out by the NPCC, the way in which the Host Force shall support the delivery of the functions of the NPCC and

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shall provide the Support Services to the NPCC and the remaining Parties to this Agreement, how the Parties shall work together and the standard to which these functions shall be delivered.

- 7.3 The Parties shall acknowledge the terms of the Operating Model and shall use reasonable endeavours to comply with the terms of the Operating Model (as updated from time to time in accordance with the provisions of this Agreement).
- 7.4 The Parties agree that the Operating Model shall be updated from time to time by the Chief Constables Council without any need to amend the terms of this Agreement.
- 7.5 The Parties agree that the NPCC, the Chief Constables Council and the Audit and Assurance Board shall, in performing all their functions in accordance with this Agreement, use reasonable endeavours to have regard to the roles and responsibilities of the following:
- 7.5.1 Police Service of Scotland;
  - 7.5.2 Police Service of Northern Ireland;
  - 7.5.3 The Isle of Man Constabulary;
  - 7.5.4 Guernsey Police;
  - 7.5.5 Sovereign Base Area Police;
  - 7.5.6 State of Jersey Police;
  - 7.5.7 The Royal Military Police;
  - 7.5.8 Royal Gibraltar Police;
  - 7.5.9 RAF Police; and
  - 7.5.10 The Royal Navy Police,

together the "External Funding Parties,"

and shall, so far as is practicable, have regard to the views of the External Funding Parties, as appropriate. The Parties shall use reasonable endeavours to procure that the External Funding Parties have regard to the operation of this Agreement when making decisions concerning matters considered by, or pursuant to, this Agreement, or otherwise in discharging their responsibilities.

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7.6 It is agreed that some of the External Funding Parties may sign the terms of this Agreement notwithstanding that they are not listed as having the power to enter into a collaboration agreement pursuant to Section 23 and Schedule 1 of the Police Act 1996. Where those External Funding Parties have not signed this Agreement or it is otherwise deemed appropriate, a separate funding agreement shall be signed by those External Funding Parties whereby they shall agree to provide their agreed level of funding to the NPCC as further set out in Schedule 4.

8. **COMMITMENTS OF THE CHIEF OFFICERS AND THE POLICE AND CRIME COMMISSIONERS**

8.1 The Chief Officers shall:

8.1.1 observe the provisions of this Agreement;

8.1.2 do all things necessary to assist in the establishment and running of the NPCC;

8.1.3 do all things necessary to support the goals and functions of the NPCC; and

8.1.4 subject to clause 8.3 comply with and assist with any operational requirements or responsibilities in the manner agreed by the Chief Constables Council of the NPCC.

8.2 Subject to clause 8.3, a Chief Officer shall, where reasonably practicable, comply with the decisions of the Chief Constables Council.

8.3 A Chief Officer shall be entitled to derogate from the collective decision of the Chief Constables Council at its own risk. In such circumstances, the relevant Chief Officer shall notify the Chair of the relevant derogation and the reasons for that derogation both of which shall be provided in writing.

8.4 The Chief Officers shall provide such assistance to the Host Force in relation to the functions of the NPCC or the responsibilities of the Host Force under the terms of this Agreement as it reasonably requires.

8.5 The Policing Bodies shall perform the roles which are applicable to them as further set out in the Governance Schedule. The Parties acknowledge the requirement for Chief Officers to remain operationally independent pursuant to the terms of the Policing Protocol.

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**9. ACCOUNTABILITY AND DIRECTION AND CONTROL OF THE NPCC AND THE CHAIR**

- 9.1 The staff structure for the NPCC has been agreed between the Parties and is the basis upon which the Funding Parties Contribution has been calculated.
- 9.2 The Parties agree that an election was carried out prior to the date of this Agreement to duly elect the Chair.
- 9.3 The Parties agree that the Chair to the NPCC has been appointed by the Commissioner of Police of the Metropolis as an Assistant Commissioner of the Metropolitan Police Service pursuant to Section 45 of the Police Reform and Social Responsibility Act 2011.
- 9.4 The Parties agree that the Chair shall be responsible for the matters set out in Schedule 1 to this Agreement.
- 9.5 The Parties agree that the Chair has been appointed by the Commissioner of Police of the Metropolis pursuant to section 45 (3) of the Police Reform and Social Responsibility Act 2011 and that other than as set out in clause 9.5.2, the Chair is entirely independent from the Commissioner of Police of the Metropolis and is outside of the chain of command of the Commissioner of Police of the Metropolis and that the Commissioner of Police of the Metropolis shall not exercise Direction and Control over the Chair or have any responsibility for the Chair. The Chair has been appointed to serve to discharge the functions of the NPCC and will have no other operational responsibilities in relation to the Metropolitan Police Service. The Parties agree that the responsibility for the Direction and Control of the Chair shall be as follows:
- 9.5.1 the Chair shall be under the day to day Direction and Control of the Chief Constables Council and the Chief Constables Council shall be responsible for all other matters in relation to the Chair which are not covered by clause 9.5.2 and the Chair shall be independent from the Host Force in relation to its duties on a day to day basis and its overall duties and shall have no more accountability to one Police Force than to another Police Force and shall remain solely accountable to the NPCC;
- 9.5.2 the Commissioner of Police of the Metropolis shall only exercise such Direction and Control in relation to the Chair as is compatible with the Commissioner of the Police of the Metropolis' membership of the Chief Constables Council and is in accordance with clause 9.5.1 above. However, the Parties agree that if there are any disciplinary issues in relation to the Chair then these shall be dealt with by the Commissioner

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of Police of the Metropolis if requested to do so by the Performance Sub-Committee in accordance with Schedule 2 and in accordance with any recommendations by the Performance Sub-Committee to the Commissioner of Police of the Metropolis; and

- 9.5.3 the Chair shall be entitled to bring any employment claims directly against the Commissioner of Police of the Metropolis.
- 9.6 The Parties agree that such derogation from the usual chain of command and control as set out in section 4(3) of the Police Reform and Social Responsibility Act is allowed pursuant to the provisions of section 4(6) of the Police Reform and Social Responsibility Act which states that section 4(3) of that Act is subject to any provision included in a collaboration agreement.
- 9.7 Where a person is seconded to the NPCC or a person forms part of the governance framework of the NPCC as further set out in Schedule 2 (Accountability and Governance) but is employed by or is an officer of a force other than the Host Force, the Chief Officer who has appointed such person shall retain Direction and Control of such officers and members of police staff.
- 9.8 Subject to **clause 9.6**, all NPCC Staff shall be under the day to day Direction and Control of the Chair and it is acknowledged that they are funded through the funding arrangements set out in this Agreement. It is agreed that:
- 9.8.1 the Commissioner of Police of the Metropolis does not intend to exercise day to day Direction and Control over such staff;
- 9.8.2 the Commissioner of Police of the Metropolis shall have Direction and Control in relation to disciplinary matters and dismissal only; and
- 9.8.3 such persons shall not perform duties on the part of the Host Force and shall be appointed solely to carry out duties in order to assist the NPCC to deliver its functions.
- 9.9 All staff who are employed by or are officers of the Commissioner of Police of the Metropolis and are as part of their day to day role performing the Support Services for the benefit of NPCC shall be under the Direction and Control and the day to day management of the Host Force and the Commissioner of Police of the Metropolis.
- 9.10 Where a person is seconded to the NPCC, the Chief Officer of the Police Force by which a police officer or member of staff was appointed shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed) where a person is seconded to

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work for the NPCC the Policing Body of that Police Force shall be re-imbursed by the Host Force for all pay and associated costs pursuant to the agreed funding model.

- 9.11 If a new Chair needs to be elected following the date of this Agreement, the Parties shall procure that all Chief Police Officers shall be entitled to be involved in the selection of that Chair and that a proper election process shall be carried out (which is anticipated to be equivalent to the process carried out prior to the date of this Agreement (subject to any variation agreed by the Audit and Assurance Board)).
- 9.12 Any Liabilities incurred pursuant to this clause 9 shall be dealt with in accordance with the provisions of clause 21.

**10. THE HOST FORCE**

- 10.1 Subject to clause 10.3 and clause 10.9, the Host Force shall be responsible for holding Assets, property, contracts, finance and ICT and employing staff as further detailed in the remaining provisions of this Agreement, in the Service Level Agreements and as determined in accordance with the budget setting process and governance arrangements as required by the NPCC for the purposes of performing its functions as set out in the Agreement.
- 10.2 If the Host Force wishes to withdraw from its role as the host force, the Host Force shall inform the Chair and serve a notice to the Audit and Assurance Board setting out that it wishes to cease the hosting arrangement and the reason for this and (unless otherwise agreed by the Audit and Assurance Board pursuant to clause 10.3) this Agreement shall terminate on a date agreed between the Host Force and the Audit and Assurance Board which is anticipated to be 12 months (or such other date agreed between the Host Force and the Audit and Assurance Board) following the date of the relevant notice.
- 10.3 It is agreed between the Parties that although an alternative force to the Host Force shall be able to provide the hosting arrangement comprising the provision of the Support Services and the secretariat arrangement, the Host Force is the only Police Force who can legally employ more than one person at the rank of Chief Constable the equivalent of which within the Metropolitan Police Service is the Assistant Commissioner (which is the role required for the Chair) pursuant to Section 45 of the Police Reform and Social Responsibility Act 2011.
- 10.4 If the Metropolitan Police Service withdraws from its role as the Host Force pursuant to clause 10.2, the Audit and Assurance Board shall determine whether there is an alternative way of hosting the arrangement at the relevant time (taking into consideration that any other force could provide the Support Services and the secretariat arrangements) in which case the Parties shall amend the terms of this

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Agreement or enter into a new agreement (as appropriate) to reflect the provisions of the new arrangement and the responsibilities to be agreed by that alternative hosting body. The provisions of this Agreement which apply to the Support Services and the provision of the secretariat shall be binding on any alternative hosting body (unless otherwise agreed between the Parties). This Agreement shall only terminate in circumstances where the Metropolitan Police Service withdraws as the Host Force if no alternative can be found to the Commissioner of Police of the Metropolis employing the Chair.

- 10.5 The NPCC shall select people for the role set out in the secretariat structure as set out in Annex 2 who shall be responsible for assisting the NPCC in discharging its functions. Such persons shall be employed by the Commissioner of Police of the Metropolis but Direction and Control of such persons shall be as set out in clause 9.8. The secretariat structure may be amended from time to time with the approval of the Chief Constables Council to reflect the requirements of NPCC and for value for money reasons. Any additional posts required for the secretariat structure must be agreed by the Chief Constables Council and such persons shall be employed by the Commissioner of Police of the Metropolis and any additional funding shall be provided by the Funding Parties in proportion to the FSS Share.
- 10.6 Subject to clause 10.9 and that any Liabilities that the Host Force incurs in carrying out the Support Services shall be dealt with in accordance with clause 21, from the Effective Date, the Host Force shall provide Support Services to the NPCC in accordance with:
- 10.6.1 the Service Level Agreement which is set out in Annex 2;
  - 10.6.2 Legislation;
  - 10.6.3 value for money;
  - 10.6.4 Good Industry Practice; and
  - 10.6.5 such other standards as are agreed between the Parties from time to time.
- 10.7 Any contracts to be entered into in connection with the Support Services shall comply with the provisions of **clause 12**.
- 10.8 The Parties agree that:
- 10.8.1 the Host Force may decide to outsource the provision of some or all of the Support Services to a third party contractor from time to time. In such circumstances:

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- 10.8.1.1 the Host Force shall use reasonable endeavours to procure that any incoming provider shall comply with the standards set out in the Service Level Agreement and shall use reasonable endeavours to maintain the standard of the Support Services that are provided to the NPCC; and
- 10.8.1.2 the Host Force shall consult with the Chair, wherever reasonably practicable, in relation to the appointment of any incoming provider and the impact that this might have upon the provision of the Support Services and the cost of providing the Support Services.
- 10.9 The Parties agree that the NPCC shall not be bound to accept the Support Services from the Host Force and shall (having taken account of the position of the Host Force and in consultation with the Host Force) be entitled to obtain the Support Services from an alternative force or public body if this is deemed to be appropriate at the time and is agreed by the Audit and Assurance Board (having first consulted with the Host Force and having taken on board its comments) and is in accordance with the procurement Legislation. Where the NPCC gives notice that it no longer wishes to accept some or all of the Support Services from the Host Force, the Funding Parties shall be responsible for the reasonable costs incurred by the Host Force in ceasing that provision in accordance with clause 21. In addition, the Host Force may, on not less than 12 months notice, give notice to the NPCC that it no longer wishes to provide one or more of the Support Services (while retaining its other hosting roles), in which case the Service Level Agreement shall be amended accordingly and the NPCC shall arrange alternative provision of those Support Services removed from the Service Level Agreement.
- 10.10 If the Audit and Assurance Board determines that an alternative force or public body shall provide the Support Services, that alternative force or public body shall provide the applicable Support Services directly to the NPCC and the Host Force shall not be required to enter into any sub-contract with the alternative force or public body in relation to these Support Services and this shall not be deemed to be a sub-contract for the purposes of clause 26.3. The Parties shall agree any appropriate amendments which are required to the terms of this Agreement.
- 10.11 The Host Force shall be entitled to charge the NPCC for the provision of the Support Services which will be set out in the Service Level Agreement in Annex 2. If it is determined that the NPCC shall obtain the Support Services from an alternative body, the Host Force shall not be entitled to charge the NPCC for such Support Services.



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- 10.12 The Host Force and the Chair shall be entitled to agree a variation to the Support Services (including any applicable Service Level Agreement) which are provided by the Host Force to NPCC without requiring any amendments to the terms of this Agreement.
- 10.13 Any amendments to the Service Level Agreement must be agreed between the Host Force and the Chair.
- 10.14 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 10 (including any breakage costs or other Liabilities incurred as a result of some or all of the Support Services ceasing to be provided by the Host Force) shall be dealt with in accordance with clause 21.

**11. GOVERNING PRINCIPLES AND DAY TO DAY MANAGEMENT OF THE CO-ORDINATING BODY**

- 11.1 The Parties shall comply with the Governance Schedule which is set out in Schedule 2.
- 11.2 The Parties agree that the NPCC is not a legal entity in its own right and as such clear governance structures are required to ensure that the NPCC can operate effectively.
- 11.3 The Governance Schedule describes the governance structure and the Operating Model will describe the operating of NPCC including the terms of reference for the relevant committees. In particular:
- 11.3.1 The Chief Constables Council who shall be responsible for annual planning, quarterly decision making and for setting the vision and requirements of the NPCC for the subsequent year;
- 11.3.2 Co-ordination committees shall be established which shall be responsible for delivering on the annual work programme of the NPCC on a day to day basis. The co-ordinating committees shall report to the Chief Constables Council and their work will be transparent. Details of the co-ordinating committees shall be agreed as part of the Operating Model;
- 11.3.3 The NPCC shall be held to account for the way in which it delivers its functions by the Audit and Assurance Board who shall meet quarterly. The board shall receive a plan from the NPCC and shall monitor progress against that plan; and

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- 11.3.4 A Performance Sub-Committee shall be set up pursuant to the provisions of Schedule 2 which shall be responsible for any disciplinary matters in relation to the Chair.
- 11.4 A chair shall be appointed for the Audit and Assurance Board and for each of the committees described in clause 11.3.
- 11.5 The structures and any sub-structures of the committees described in clause 11.3 shall be at the discretion of the chair of the relevant committee.
- 11.6 The Chief Constables Council shall meet a minimum of four times a year and shall discuss any major issues affecting the functions carried out by the NPCC. The Parties shall ensure that the NPCC implements any suggested changes recommended by the Chief Constables Council.
- 11.7 Nothing in this Agreement shall fetter the ability of the Chair to articulate its professional view or to represent the professional views of the NPCC.
- 12. PREMISES AND CONTRACTS**
- 12.1 The Parties agree that the intention as at the date of this Agreement is for the NPCC to be located at 10 Victoria Street in London until 31 March 2016. The location of the NPCC may be changed within the metropolitan police district depending on the views of the Host Force and as agreed by the NPCC.
- 12.2 If it is determined by the Chief Constables Council that alternative accommodation is required within the metropolitan police district, the Chair shall in accordance with the Service Level Agreement request that the Host Force use reasonable endeavours to procure such alternative location for the NPCC within the metropolitan police district. The costs of the alternative location and any ancillary costs shall be the subject of approval of the Audit and Assurance Board and any costs committed in connection with procuring the alternative location shall be paid to the Host Force by the Funding Parties in direct proportion to the FSS Share. The Host Force shall enter into any appropriate lease arrangements in accordance with its internal governance processes and on reasonable commercial terms in relation to any such property.
- 12.3 The Parties agree that prior to the Effective Date of this Agreement, the Host Force shall either extend some of its current contracts or enter into new contracts to allow for the NPCC to carry out its functions and that none of the contracts previously entered into by ACPO shall be novated to the Host Force or any other body.
- 12.4 MOPAC shall enter into any contracts which are required for the purposes of the NPCC performing its functions (which may include contracts in relation to works,

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services, goods or premises) and in doing so the Host Force shall comply with its obligation to ensure that any contracts are entered into on value for money principles. The Parties shall agree the contracts which are required to be entered into by MOPAC for the purposes of ensuring that NPCC is able to meet the functions set out in this Agreement which shall be referred to as the "NPCC Contracts."

- 12.5 Where the Host Force is required to enter into an NPCC Contract that NPCC Contract shall be entered into in the name of MOPAC.
- 12.6 Where MOPAC is entering into a contract solely for the benefit of the NPCC and not in relation to any wider services to be provided to the Metropolitan Police Service:
- 12.6.1 the Host Force shall in consultation with the Chair finalise the terms of the NPCC Contract with the relevant supplier within the arrangements agreed between the Host Force and the Chief Constables Council and shall ensure that such NPCC Contracts are on reasonable commercial terms;
- 12.6.2 MOPAC shall enter into the relevant NPCC Contract in accordance with MOPAC scheme of governance (which shall be compliant with procurement legislation);
- 12.6.3 the Host Force shall comply with the terms of each NPCC Contract; and
- 12.6.4 any amounts payable under the NPCC Contracts shall be paid to the Host Force in accordance with clause 15.
- 12.7 The Chief Constables Council shall keep the demand for resources required by the NPCC under regular review to ensure that the NPCC can carry out its functions as set out in the Agreement. If additional resources are required, or the requirement for resources reduces, the Chief Constables Council shall seek to agree the level of resources required with the Host Force, subject to the views of the Audit and Assurance Board.
- 12.8 The Host Force shall provide such other support services (over and above the Support Services) as are approved and agreed by the Chair and the Host Force from time to time. If additional services are provided, the Host Force and the Chair shall agree any amendments to the Service Level Agreement for the relevant service and the cost of providing such additional services which shall be shared between the Funding Parties in direct proportion to the FSS Share.
- 12.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 12 shall be dealt with in accordance with clause 21.

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**13. ASSETS**

- 13.1 The Chair shall be responsible for ensuring that there are sufficient Assets to ensure that the NPCC can perform its functions for the duration of this Agreement.
- 13.2 The Parties agree that any Assets which were held by ACPO prior to its dissolution shall be re-distributed by the liquidator. Any Assets which continue to be held by ACPO (which is anticipated to be the surplus of the fund set aside to cover redundancy payments) shall be transferred to MOPAC who shall hold such Assets for the benefit of the Funding Parties. The Audit and Assurance Board shall determine how those Assets shall be used for the future investment into the NPCC.
- 13.3 In relation to the running of the NPCC, the Host Force shall:
- 13.3.1 Subject to clause 13.2, ensure that MOPAC is the legal owner of all such Assets;
  - 13.3.2 be responsible for the maintenance and repair of such Assets, the cost of which shall be re-imbursed to the Host Force in accordance with the Service Level Agreement;
  - 13.3.3 not dispose of any Assets without the consent of the Audit and Assurance Board.
- 13.4 If any new Assets are required, the following procedure shall apply:
- 13.4.1 The Chair shall be responsible for identifying if any new Assets which are required for the functioning of the NPCC including the details of the Assets which are required;
  - 13.4.2 Any new Assets (including the cost of such new Assets) shall be agreed and approved by the Chief Constables Council, subject to approval of the Audit and Assurance Board;
  - 13.4.3 Following approval of the required Assets in accordance with clause 13.4.2, the Host Force shall be responsible for purchasing such agreed new Assets and the maintenance of such Assets in accordance with clause 13.3.2 and MOPAC shall enter into any contracts required in connection with this;
  - 13.4.4 The Host Force shall comply with its own policies in acquiring any new Assets; and
  - 13.4.5 the cost of acquiring any new Assets shall be shared between the Funding Parties in direct proportion to the FSS Share.

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- 13.5 The Host Force shall maintain an Asset register throughout the duration of the Agreement setting out the list of Assets, the date of purchase of the relevant Asset, the location of the Asset and any other information required for accounting purposes.
- 13.6 Upon the termination of this Agreement, all Assets shall be returned to the Funding Parties in direct proportion to the FSS Share unless otherwise agreed by the Audit and Assurance Board.
- 13.7 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 13 shall be dealt with in accordance with clause 21.

#### **14. POLICIES**

The Chair shall be responsible for ensuring that the NPCC complies with all policies of the Host Force unless the Chair can demonstrate to the Host Force that the applicable policy is not conducive to the functions of NPCC in which case the Chair and the Host Force shall agree any appropriate amendments or derogations from such policies.

#### **15. FUNDING**

- 15.1 The agreed FSS Share is set out in Schedule 4 to this Agreement. The Parties agree that:
- 15.1.1 subject to any amendments required to the FSS Share pursuant to clauses 25.4.3 or 26.4, the FSS Share is intended to be a fixed share for the duration of this Agreement and may only be amended with the approval of the Funding Parties; and
- 15.1.2 in any event (and for the avoidance of doubt) the aggregate of all individual FSS Shares (expressed in percentages) of the Funding Parties from time to time shall always equal 100%.
- 15.2 The Audit and Assurance Board shall consider, at such intervals as are determined necessary at the time, whether the FSS Share is the most appropriate formula to be used to calculate the financial contributions to be made by the Funding Parties or whether an alternative funding formula (which is generally used in the market) should be used. If it is determined that an alternative structure should be used, the Parties shall seek to agree the revised structure and shall amend the terms of this Agreement accordingly.
- 15.3 The Parties have agreed:

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- 15.3.1 the budget required for the NPCC for the Financial Year 2015 and how that budget shall be funded for the Financial Year 2015 as between the Funding Parties;
- 15.3.2 an outline of the budget required for the Financial Years 2016 and 2017 which shall be agreed pursuant to clause 15.7
- both of which are set out in Schedule 4.
- 15.4 Within 30 days following receipt of an invoice from the Host Force, each of the Funding Parties shall pay to the Host Force:
- 15.4.1 In relation to the first Financial Year of this Agreement, the funding contribution set out next to their name in the tables set out in Schedule 4 and for each Financial Year thereafter the amount that is agreed to be paid by that Funding Party pursuant to clause 15.7, which the Parties agree shall be determined by reference to the relevant budget for the Financial Year in question and shall be paid by way of an annual lump sum and shall be paid in advance; and
- 15.4.2 any additional amounts to be paid in respect of Liabilities which are incurred by the Host Force from time to time and to be shared between the Funding Parties as determined pursuant to clause 21 or any additional amounts to be paid to the Host Force pursuant to clause 16.3 and which shall be invoiced by the Host Force to the Funding Parties and paid for by the Funding Parties as and when any relevant Liability or the additional cost (as applicable) is incurred.
- 15.5 The Parties agree that in relation to the Funding Parties Contribution to be paid by the Host Force, an internal invoice will not be generated but that the Host Force shall be required to internally transfer its Funding Parties Contribution by the equivalent date set out in clause 15.4 into the relevant account set up for the NPCC.
- 15.6 On the second anniversary of the date of this Agreement and each third year following this date, the Funding Parties and the Audit and Assurance Board shall, and in sufficient time to comply with the timescales in clause 15.7, agree the long term budget plan and an outline of the proposed funding required from each of the Funding Parties for the following three years (ie: on the second anniversary of this Agreement the Parties shall agree the outline funding requirements for the years 2018, 2019 and 2020) which shall form the basis of the annual budget setting process as set out in clause 15.7.