

**POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA**

**Key Decision**

**Title and Reference: North East Regional Sub-functional Collaboration Agreement regarding Digital Forensics**

**Report of: Assistant Chief Constable Helen McMillan**

**Summary** – Further to the North East forces regional collaboration agreement, those forces are now asked to sign a further sub-functional agreement in relation to Digital Forensics for the purposes of ISO accreditation. There are no legal, financial or operational issues in relation to the agreement.

**Recommendation** – That the agreement be signed by the Chief Constable and the Commissioner with the amendment set out in paragraph 2.6 of the presenting report.

**Northumbria Police and Crime Commissioner**

I hereby approve the recommendation above.

**Signature**



**Date 6<sup>th</sup> September 2018**

<b>Joint Business Meeting</b>	<b>6 September 2018</b>
<b>North East Regional Sub-functional Collaboration Agreement regarding Digital Forensics</b>	
<b>Report of Assistant Chief Constable Helen McMillan, Protective Services</b>	
<b>Author: Richard Heron, Head of Legal Services</b>	

## **1. PURPOSE**

1.1 To advise sign-off of a further sub-functional collaboration agreement in relation to Digital Forensics under an overarching regional collaboration agreement dated 1<sup>st</sup> September 2015 between the seven north east region forces.

## **2. RECOMMENDATION**

2.1 That the agreement is signed by the Chief Constable and the Commissioner with the amendment mentioned below.

## **3. BACKGROUND**

3.1 The Police and Crime Commissioner and Chief Constable have previously signed an overarching regional s.22A collaboration agreement between the seven north east forces (Northumbria, Durham, Cleveland, North Yorkshire, West Yorkshire, Humberside & South Yorkshire) dated 1 September 2015.

3.2 The overarching agreement sets out a general framework for specific collaborations with the detail of such collaborations to be set out in later sub-functional agreements and protocols.

Several sub-functional agreements have been signed off since 2015.

3.3 The lead force under the overarching agreement, West Yorkshire, has requested the sign off of a further sub-functional agreement relating to Digital Forensic Services provided by NECTU.

3.4 The structure of this sub-functional agreement is identical to the previous sub-functional agreements and consistent with the requirements of the overarching agreement. The main provisions are –

- Commencement date of 3 January 2018;
- Details of the services provided under the agreement are set out in the SLA appended to it;
- Funding is borne by NECTU from the Counter Terrorism Police Grant.

3.5 There are no legal or operational issues or concerns in relation to this sub-functional agreement. There is a minor amendment as the document refers to the old HQ address at Ponteland. This can be amended in manuscript and the amendment initialled by the Chief Constable and Commissioner

#### 4. KEY OUTCOMES

4.1 The signing of this sub-functional agreement has no impact on existing policy or procedure and will formalise what is in effect already in place.

#### 5. CONSIDERATIONS

<b>Report Exemption</b>	<i>Non-exempt</i>
<b>Consultation</b>	<i>Yes</i>
Consultation has taken place with NERSOU.	
<b>Resources:</b>	<i>Yes</i>
There are no new implications for training or staffing and budget provision already exists.	
<b>Code of Ethics</b>	<i>No</i>
<b>Equality</b>	<i>No</i>
<b>Legal</b>	<i>No</i>
<b>Risk</b>	<i>No</i>
<b>Communication</b>	<i>No</i>
<b>Evaluation</b>	<i>No</i>

## **THE PARTIES OF THE CTU (NORTH EAST) REGION:**



## **Collaboration Agreement for the Provision of Digital Forensics Services by North East Counter Terrorism Unit**

### **Collaborating Partners:**

The Chief Constable of Cleveland Police  
The Chief Constable of Durham Constabulary  
The Chief Constable of Humberside Police  
The Chief Constable of Northumbria Police  
The Chief Constable of North Yorkshire Police  
The Chief Constable of South Yorkshire Police  
The Chief Constable of West Yorkshire Police

The Police and Crime Commissioner for Cleveland  
The Police and Crime Commissioner for Durham  
The Police and Crime Commissioner for Humberside  
The Police and Crime Commissioner for Northumbria  
The Police and Crime Commissioner for North Yorkshire  
The Police and Crime Commissioner for South Yorkshire  
The Police and Crime Commissioner for West Yorkshire

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#### **Signatories**

### **PART 2**

#### **Annex 1 Service Level Agreement**

This Collaboration Agreement is made on 3<sup>rd</sup> January 2018 between the following Parties:-

- (1) The Chief Constable of Cleveland Police of Police Headquarters, Ladgate Lane, Middlesbrough, TS8 9EH
- (2) The Chief Constable of Durham Police of Durham Constabulary, Police Headquarters, Aykley Heads, Durham, DH1 5TT
- (3) The Chief Constable of Humberside Police of Police Headquarters, Priory Road, Hull, HU5 5SF
- (4) The Chief Constable of Northumbria Police of Police Headquarters, North Road, Ponteland, Newcastle Upon Tyne, NE20 0BL
- (5) The Chief Constable of North Yorkshire Police of Police Headquarters, Alverton Court Northallerton, North Yorkshire, DL6 1BF
- (6) The Chief Constable of South Yorkshire Police of Police Headquarters, Snighill, Sheffield, South Yorkshire, S3 8LY
- (7) The Chief Constable of West Yorkshire Police of Police Headquarters, Laburnum Road, Wakefield, West Yorkshire, WF1 3QP.  
(hereafter referred to as the Chief Constables)
- (8) The Police and Crime Commissioner for Cleveland, Cleveland Police Headquarters, Ladgate Lane, Middlesbrough, TS5 7YZ
- (9) The Police and Crime Commissioner for Durham, County Hall, Durham, DH1 5UL
- (10) The Police and Crime Commissioner for Humberside, The Lawns, Harland Way, Cottingham, HU16 5SN
- (11) The Police and Crime Commissioner for Northumbria, 2<sup>nd</sup> Floor Victory House, Balliol Business Park, Benton Lane, Newcastle Upon Tyne, NE12 8EW
- (12) The Police and Crime Commissioner for North Yorkshire, Alverton Court Northallerton, North Yorkshire, DL6 1BF
- (13) The Police and Crime Commissioner for South Yorkshire, 18 Regent Street, Barnsley, South Yorkshire, S70 2HG
- (14) The Police and Crime Commissioner for West Yorkshire, Ploughland House, 62 George Street, Wakefield, WF1 1DL  
(hereafter referred to as the Policing Bodies)

## 1. SECTION 1: DEFINITIONS

In this Agreement the terms below have the following meaning and are specific to the delivery of the Digital Forensic Services function.

- 1.1. **“Digital Forensics”** – digital device examination, interpretation and investigation.
- 1.2. **“Framework Agreement”** – the overarching North East Region Collaboration Agreement dated 1<sup>st</sup> September 2015.
- 1.3. **“Function”** - the Digital Forensic services undertaken by North East Counter Terrorism Unit in accordance with the SLA.
- 1.4. **“Lead Force”** – West Yorkshire Police.
- 1.5. **“NECTU”** – North East Counter Terrorism Unit.
- 1.6. **“SLA”** – the Service Level Agreement annexed hereto.
- 1.7. **“This Agreement”** – This Collaboration Agreement for the provision of the Digital Forensic Service.

## 2. SECTION 2: THE LEGAL CONTEXT

- 2.1. The Parties wish to enter into a Collaboration Agreement pursuant to Section 22A of Police Act 1996 for the provision of the Function.
- 2.2. This Agreement is made pursuant to the Framework Agreement and those terms and conditions are adopted and confirmed for the purposes of this Agreement.
- 2.3. This Agreement constitutes a functional Collaboration as contemplated within the Framework Agreement.
- 2.4. The Lead Force is responsible for administrative matters only in regard to the Function. NECTU is responsible for conducting and/or managing all the operational work undertaken for the Function.
- 2.5. The Chief Constables are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of their respective Forces.
- 2.6. The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the forces they maintain.
- 2.7. Where there is any inconsistency or conflict between the Framework Agreement and this Agreement, the terms of this Agreement shall be preferred and shall prevail.

### **3. SECTION 3: THE PURPOSE OF THIS AGREEMENT**

3.1. The Parties have agreed to the joint coordination of the Function via the Lead Force. The Parties have concluded that such functionality can most efficiently and effectively be achieved by NE CTU delivering the Function.

### **4. SECTION 4: THE DIGITAL FORENSIC FUNCTION**

4.1. The Function shall be carried out and performed in accordance with the SLA.

### **5. SECTION 5: COMMENCEMENT DATE, REVIEW AND DURATION**

5.1. This Agreement shall come into force on **2<sup>nd</sup> day of January 2018** and shall continue until terminated or varied.

5.2. A review may be commissioned at any time by any of the Parties as per Section 7 of the Framework Agreement.

5.3. This Agreement (including the Annex) may be varied at any time by written agreement signed by all the Parties.

### **6. SECTION 6: FINANCIAL RESOURCING**

6.1. The costs of establishing maintaining and delivering the Function will be borne by NE CTU from funding made available from the CT Policing Grant provided by the Home Office.

6.2. Assets held for the purposes of the Function will be held by NE CTU.

### **7. SECTION 7: INSURANCE AND LIABILITIES**

7.1 The Insurance and liabilities for the Function will be dealt with as per Section 16 of the Framework Agreement.

### **8. SECTION 8: POLICIES AND PROCEDURES**

8.1. The policies and procedures of the Lead Force relevant to the performance of the Function shall be used for the purpose of this Collaboration Agreement.

### **9. SECTION 9: STAFFING**

9.1. The coordination and tasking of the Function is NE CTU in conjunction with National Counter Terrorism Policing Headquarters.



**SIGNATORIES**

**IN WITNESS** whereof the parties have signed below:

<b>Chief Constable of Cleveland Police</b>		<b>Police &amp; Crime Commissioner for Cleveland</b>	
Name		Name	
Signature		Signature	
Date		Date	

<b>Chief Constable of Durham Constabulary</b>		<b>Police &amp; Crime Commissioner for Durham</b>	
Name		Name	
Signature		Signature	
Date		Date	

<b>Chief Constable of Humberside Police</b>		<b>Police &amp; Crime Commissioner for Humberside</b>	
Name		Name	
Signature		Signature	
Date		Date	

<b>Chief Constable of Northumbria Police</b>		<b>Police &amp; Crime Commissioner for Northumbria</b>	
Name		Name	
Signature		Signature	
Date		Date	

<b>Chief Constable of North Yorkshire Police</b>		<b>Police &amp; Crime Commissioner for North Yorkshire</b>	
Name		Name	
Signature		Signature	

Date		Date	
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<b>Chief Constable of South Yorkshire Police</b>		<b>Police &amp; Crime Commissioner for South Yorkshire</b>	
Name		Name	
Signature		Signature	
Date		Date	

<b>Chief Constable of West Yorkshire Police</b>		<b>Police &amp; Crime Commissioner for West Yorkshire</b>	
Name		Name	
Signature		Signature	
Date		Date	

**ANNEX 1 - SLA**