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National Police Collaboration Agreement- in relation to the National  
Police Coordination Centre ("NPoCC")

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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

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- (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

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- (44) The Chief Constable of the British Transport Police
  - (45) The Chief Constable of the Police Service of Northern Ireland
  - (46) The Chief Constable of the Civil Nuclear Constabulary
  - (47) The Chief Constable of the Ministry of Defence Police
  - (48) The Chief Constable of the Sovereign Base Area Police
  - (49) The Chief Constable of the Isle of Man Constabulary
  - (50) The Chief Officer of Guernsey Police
  - (51) The Chief Officer of the State of Jersey Police
  - (52) The Secretary of State for the Ministry of Defence for Police
  - (53) The Royal Gibraltar Police

**BETWEEN THE FOLLOWING POLICING BODIES**

- (54) Police and Crime Commissioner for Avon and Somerset
- (55) Police and Crime Commissioner for Bedfordshire
- (56) Police and Crime Commissioner for Cambridgeshire
- (57) Police and Crime Commissioner for Cheshire
- (58) Police and Crime Commissioner for Cleveland
- (59) Police and Crime Commissioner for Cumbria
- (60) Police and Crime Commissioner for Derbyshire
- (61) Police and Crime Commissioner for Devon & Cornwall
- (62) Police and Crime Commissioner for Dorset
- (63) Police and Crime Commissioner for Durham
- (64) Police and Crime Commissioner for Dyfed-Powys
- (65) Police and Crime Commissioner for Essex

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- (66) Police and Crime Commissioner for Gloucestershire
  - (67) Police and Crime Commissioner for Greater Manchester
  - (68) Police and Crime Commissioner for Gwent
  - (69) Police and Crime Commissioner for Hampshire
  - (70) Police and Crime Commissioner for Hertfordshire
  - (71) Police and Crime Commissioner for Humberside
  - (72) Police and Crime Commissioner for Kent
  - (73) Police and Crime Commissioner for Lancashire
  - (74) Police and Crime Commissioner for Leicestershire
  - (75) Police and Crime Commissioner for Lincolnshire
  - (76) Police and Crime Commissioner for Merseyside
  - (77) The Mayor's Office for Policing and Crime
  - (78) Police and Crime Commissioner for Norfolk
  - (79) Police and Crime Commissioner for North Wales
  - (80) Police and Crime Commissioner for North Yorkshire
  - (81) Police and Crime Commissioner for Northamptonshire
  - (82) Police and Crime Commissioner for Northumbria
  - (83) Police and Crime Commissioner for Nottinghamshire
  - (84) Police and Crime Commissioner for South Wales
  - (85) Police and Crime Commissioner for South Yorkshire
  - (86) Police and Crime Commissioner for Staffordshire
  - (87) Police and Crime Commissioner for Suffolk
  - (88) Police and Crime Commissioner for Surrey

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- (89) Police and Crime Commissioner for Sussex
  - (90) Police and Crime Commissioner for Thames Valley
  - (91) Police and Crime Commissioner for Warwickshire
  - (92) Police and Crime Commissioner for West Mercia
  - (93) Police and Crime Commissioner for West Midlands
  - (94) Police and Crime Commissioner for West Yorkshire
  - (95) Police and Crime Commissioner for Wiltshire
  - (96) The Common Council of the City of London
  - (97) The British Transport Police Authority
  - (98) The Civil Nuclear Police Authority
  - (99) The Secretary of State for Defence
  - (100) The Sovereign Base Area Police
  - (101) The Isle of Man Constabulary
  - (102) The Chief Officer of Guernsey Police
  - (103) Guernsey Police
  - (104) The Chief Officer of The State of Jersey Police
  - (105) The State of Jersey Police
  - (106) The Royal Gibraltar Police

**BETWEEN THE FOLLOWING NON FUNDING PARTIES**

- (107) The National Crime Agency
- (108) The College of Policing
- (109) The Royal Military Police

(together known as the "Parties")

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## 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 and that a new co-ordinating body known as the National Police Chiefs' Council ("NPCC") has been set up which shall be hosted by the Metropolitan Police Service.
- 1.2 The National Police Coordination Centre ("NPoCC") was set up in April 2013 and prior to the date of this Agreement reported to the ACPO president. It is agreed that NPoCC shall continue as a separate and independent national unit which shall be managed on a day to day basis by the Head of NPoCC who shall report to the Chair of the NPCC and shall be hosted by the Metropolitan Police Service. It is agreed that NPoCC shall be a non legal entity and shall be a collaboration between Chief Officers. The Host Force shall not be liable for the actions of NPoCC and any such liabilities shall be shared between the Parties to this Agreement in the manner set out in this Agreement.
- 1.3 NPoCC will enable operationally independent and locally accountable Chief Officers to co-ordinate national operations on behalf of the Chief Officers 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 NPoCC.
- 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 Policing Body (in the same manner in which the other parties to this Agreement are a Chief Officer or Policing Body) and in their capacity as the Host Force.

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- 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.

## **DEFINITIONS**

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

<b>Definition</b>	<b>Interpretation</b>
"ACPO"	The Association of Chief Police Officers;
"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 11 of this Agreement) which are required for the purposes of establishing NPoCC 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;
"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 NPCC from time to time;
"Chief Constables Council"	The senior operational decision-making body for NPoCC being the mechanism by which all the Chief Officers of police 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 Non Home Office Forces;

Definition	Interpretation
"Chief Officer"	A chief officer of police as defined under section 101 Police Act 1996 (as amended) and the chief constable or chief officer of each of the Non Home Office Forces;
"COBR"	Cabinet Office Briefing Room;
"College of Policing"	The professional body that supports the training and development of police officers and police staff;
"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;
"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) and in relation to the British Transport Police as prescribed by part 3 section 24 (2), section 25 (2) and section 27 (2) of the Railways and Transport Safety Act 2003 and in relation to the Ministry of Defence Police as prescribed in sections 1(3), 2A(2)(a) and 2B(2)(a) of the Ministry of Defence Police Act 1987 and in relation to the Civil Nuclear Police Authority as prescribed in sections 55(2), 59(2)(a) and 68 of the Energy Act 2004;
"Effective Date"	The date of this Agreement;
"External Funding Parties"	Has the meaning given to it in clause 6.2;
"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

Definition	Interpretation
"Funding Parties Contribution"	time pursuant to clause 14.2); The annual contribution to be paid by each Funding Party which in relation to the first Financial Year of this Agreement shall be 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 14.7;
"Funding Parties"	The Parties listed under the heading "Chief Officers" 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;
"Head of NPoCC"	as at the date of this Agreement shall be Commander Christopher Greany or such other person who replaces Christopher Greany from time to time;
"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;
"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

Definition	Interpretation
"Liability"	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;
"Metropolitan Police Service"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses and including any excesses payable under any relevant insurance policy), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
"Model Procedure"	The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;
"MOPAC"	The model procedure as set out by the Centre for Effective Dispute Resolution;
"National Counter Terrorism Police Services"	The Mayor's Office for Policing and Crime;
"Non Funding Parties"	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 Home Office Forces"	Shall mean the Parties under the heading "Non Funding Parties" in the recitals to this Agreement;
"NPoCC"	The non Home Office forces who are a Party to this Agreement being the Police Service of Northern Ireland; the British Transport Police; the Civil Nuclear Police Authority; the Ministry of Defence Police; the Sovereign Base Area Police; the Isle of Man Constabulary; Guernsey Police; the State of Jersey Police and the Royal Gibraltar Police;
	The National Police Co-ordination Centre (which incorporates the UK disaster victim identification unit);

Definition	Interpretation
"the NPoCC Governance Board"	The NPoCC governance board set up pursuant to Schedule 2;
"the NPoCC Board Chair"	The chair of the NPoCC Governance Board as further described in Schedule 2;
"NPCC Collaboration Agreement"	The collaboration agreement entered into around the date of this Agreement in relation to the running of the NPCC;
"NPoCC Contract"	Has the meaning given to it in clause 11.3;
"NPoCC Staff"	Police Officers and members of police staff who are seconded or attached to NPoCC to exclusively perform services in order to assist NPoCC to deliver its functions and who are funded through the FSS Share or in relation to the UK disaster victim identification unit are funded pursuant to clause 14.4;
"Parker Review"	The independent review of ACPO carried out by General Sir Nick Parker KCB, CBE in 2013;
"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 including the British Transport Police Authority and the MOD Police Committee and any other body listed under the heading "Policing Body" in the recitals to this Agreement;
"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 and including each of the Non Home Office Forces;
"Secretary of State"	The person or persons appointed by the Government as the secretary of state for the Home Department with responsibility

<b>Definition</b>	<b>Interpretation</b>
"Service Level Agreement"	for policing and related matters; 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 NPoCC which shall include support in relation to human resources, finance legal and IT as further set out in the Service Level Agreement;
"Term"	The term of this Agreement as determined in accordance with clause 3.1;
"Termination Date"	The date on which is it is agreed by the Parties that this Agreement shall terminate;

## 2. **INTERPRETATION**

- 2.1 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.
- 2.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 2.3 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.
- 2.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 2.5 References to the parties are to the parties to this Agreement.

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- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 The Parties acknowledge and agree as follows:-
- 2.12.1 the NPoCC Governance Board and the Chief Constables Council are not legal entities in their own right;
- 2.12.2 each of the Parties shall be required to take whatever steps are within its reasonable control in order to give effect to NPoCC governance arrangements contemplated by this Agreement, including the creation and proper functioning of the NPoCC Governance Board;
- 2.12.3 without prejudice to the generality of clause 2.12.1, each of the Parties shall procure that, to the extent it is represented on or has control over a representative of either the NPoCC Governance Board and/or the Chief Constables Council, the NPoCC Governance 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,

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respectively the NPoCC Governance 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 NPoCC Governance Board or the Chief Constables Council; 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 NPoCC Governance Board or the Chief Constables Council, it shall be entitled for these purposes to rely on any communication emanating either from the Head of NPoCC 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 NPoCC Governance Board or the Chief Constables Council (as applicable) and who is therefore competent to relay decisions of the NPoCC Governance Board or Chief Constables Council (as applicable); and

2.12.4 provisions in this Agreement which refer to or contemplate activities being carried out (including decisions being made) by the NPoCC Governance Board or the Chief Constables Council shall be construed accordingly.

### 3. **EFFECTIVE DATE**

3.1 The Agreement shall be entered into on the Effective Date and, subject to **clause 23**, shall continue in force unless otherwise terminated in accordance with the terms of this Agreement.

### 4. **REVIEW OF THE AGREEMENT**

4.1 The Parties acknowledge that many of the provisions of this Agreement replicate the provisions of the NPCC Collaboration Agreement and that the terms of the NPCC Collaboration Agreement will be reviewed within the first 6 months of that NPCC Collaboration Agreement having been entered to. It is agreed by the Parties that the terms of this Agreement shall be reviewed at the same time as the terms of the NPCC Collaboration Agreement are reviewed and that the Parties may seek any amendments to the terms of this Agreement by raising any proposed amendments with the NPoCC Governance Board. If any amendments are made to the NPCC Collaboration Agreement, then to the extent that similar provisions are included within the terms of this Agreement, this Agreement shall be amended to reflect the terms of the NPCC Collaboration Agreement (as amended.)

4.2 The Parties agree that this Agreement shall be reviewed by NPoCC Governance Board or such other third party organisation as the Parties agree on a date no later

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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 NPoCC 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 NPoCC following which any appropriate and agreed amendments shall be made to this Agreement in accordance with clause 4.7.

- 4.3 Subject to clause 4.5, the Parties shall be entitled to propose a variation to the Agreement by presenting a proposal to the NPoCC Governance Board for consideration with appropriate information to allow a variation to be properly considered.
- 4.4 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of functions to be carried out by NPoCC to ensure that the objectives of this Agreement can be achieved.
- 4.5 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 NPoCC and the way in which NPoCC needs to operate on a day to day basis in order to fulfil its functions. The Parties acknowledge that this Agreement may also need to be amended from time to time to reflect the requirements of the NPCC who shall be able to direct and control NPoCC.
- 4.6 The terms of, or the Schedules and Annexes to this Agreement may be varied (but at all times in accordance with Legislation) in the following circumstances:
- 4.6.1 The terms of this Agreement, Schedule 2 and 4 may only be varied with the consent of all of the Parties to this Agreement;
- 4.6.2 Subject to clause 4.6.1, any Schedule to this Agreement may be varied, replaced, or removed with the consent of the NPoCC Governance Board and the Host Force; or
- 4.6.3 Any Annex to this Agreement may be varied, replaced or removed with the consent of the Head of NPoCC and the Host Force.
- 4.7 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the NPoCC Governance Board.

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- 4.8 The Head of NPoCC shall notify the Secretary of State and any other relevant secretaries of states in relation to the Non Home Office Forces of any amendments that are made to the terms of this Agreement.

5. **ACKNOWLEDGEMENT OF OTHER AGREEMENTS**

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

6. **FUNCTIONS OF NPoCC AND PURPOSE**

- 6.1 The Parties agree that NPoCC will have the following functions:

- 6.1.1 To support the operational co-ordination of national operations including informing, monitoring and testing force contributions to the Strategic Policing Requirement working with the National Crime Agency where appropriate;
- 6.1.2 To support the operational co-ordination of the national police response to national emergencies and the co-ordination of the mobilisation of resources across force borders and internationally;
- 6.1.3 Coordinate the Police Service response and provide representation during COBR;
- 6.1.4 The co-ordination of the national police response to UK disaster victim identification;
- 6.1.5 The continual assessment of national capacity and capability in relation to the Strategic and National Policing Requirements and maintaining information and data sets relating to policing specialist skills and assets for the benefit of the police service;
- 6.1.6 To co-ordinate a continuous testing and exercising regime to ensure effective mobilisation of national assets in a crisis;
- 6.1.7 Developing reporting mechanisms with the Home Office and central government crisis management.

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6.2 The Parties agree that NPoCC, the Chief Constables Council and the NPoCC Governance 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:

- 6.2.1 Police Service of Scotland;
- 6.2.2 Police Service of Northern Ireland;
- 6.2.3 The Isle of Man Constabulary;
- 6.2.4 Guernsey Police;
- 6.2.5 Sovereign Base Area Police;
- 6.2.6 State of Jersey Police;
- 6.2.7 Royal Gibraltar Police;
- 6.2.8 The Ministry of Defence Police;
- 6.2.9 British Transport Police; and
- 6.2.10 Civil Nuclear 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.

6.3 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 NPoCC as further set out in Schedule 4.

## 7. **COMMITMENTS OF THE CHIEF OFFICERS AND THE POLICING BODIES**

7.1 The Chief Officers shall:

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- 7.1.1 observe the provisions of this Agreement;
  - 7.1.2 do all things necessary that are reasonable to assist in the establishment and running of NPoCC;
  - 7.1.3 do all things necessary that are reasonable to support the goals and functions of NPoCC; and
  - 7.1.4 subject to clause 7.3 comply with and assist with any operational requirements or responsibilities in the manner agreed by the Chief Constables Council.
- 7.2 Subject to clause 7.3, a Chief Officer shall, where reasonably practicable, comply with the decisions of the Chief Constables Council.
- 7.3 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 Head of NPoCC of the relevant derogation and the reasons for that derogation both of which shall be provided in writing.
- 7.4 The Chief Officers shall provide such assistance to the Host Force in relation to the functions of NPoCC or the responsibilities of the Host Force under the terms of this Agreement as it reasonably requires.
- 7.5 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.
- 7.6 All Parties shall and shall procure that the Head of NPoCC shall comply at all times with Legislation.

## 8. **ACCOUNTABILITY AND DIRECTION AND CONTROL OF NPoCC**

- 8.1 The staff structure for NPoCC has been agreed between the Parties and is the basis upon which the Funding Parties Contribution has been calculated. It is acknowledged that all staff who perform roles in relation to NPoCC are seconded into NPoCC or are attached to NPoCC from another Police Force or agency.
- 8.2 The Parties agree that the Head of NPoCC will be line managed by the Chair of the NPCC. The Chair of the NPCC has been appointed by the Commissioner of Police of the Metropolis as an Assistant Commissioner of the Metropolitan Police Service. The

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Chair of the NPCC shall be operationally independent of the Metropolitan Police Service as further described in the NPCC Collaboration Agreement.

8.3 The Parties agree that the responsibility for the Direction and Control of the Head of NPoCC shall be as follows:

8.3.1 the Head of NPoCC shall be under the day to day Direction and Control of the Chair of the NPCC and the Chair of the NPCC shall be responsible for all other matters in relation to the Head of NPoCC which are not covered by clause 8.3.2 and the Head of NPoCC 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 NPoCC;

8.3.2 notwithstanding the passing of Direction and Control to the Chair of the NPCC pursuant to clause 8.3.1 any disciplinary issues or statutory employment matters in relation to the Head of NPoCC shall be dealt with by the Chief Officer of the Police Force who appoints the Head of NPoCC; and

8.3.3 the Head of NPoCC shall be entitled to bring any employment claims directly against the Chief Officer of the Police Force who appoints the Head of NPoCC.

8.4 If a new person needs to be appointed to the role of the Head of NPoCC, a formal open process shall be conducted to appoint a new Head of NPoCC which shall be advertised nationally.

8.5 Subject to clause 8.3.1, all permanent NPoCC Staff shall be under the day to day Direction and Control of the Head of NPoCC and it is acknowledged that they are funded through the funding arrangements set out in this Agreement. It is agreed that:

8.5.1 in the case of a person seconded to or attached to NPoCC, the Chief Officer who has appointed such person, does not intend to exercise day to day Direction and Control over such person and that, save in relation to matters set out in clause 8.5.2, Direction and Control will be exercised by the Chair of the NPCC as allowed pursuant to clause 8.3.4 above;

8.5.2 in the case of a person seconded to or attached to NPoCC, notwithstanding the remaining provisions of clause 8.5, the Chief Officer who has appointed such person, shall have Direction and Control in

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relation to disciplinary matters, dismissal and statutory employment matters only pursuant to clause 8.9; and

8.5.3 such persons shall not perform duties on the part of the Host Force or the Police Force who has seconded or attached such person to NPoCC and shall be appointed (for the duration agreed between the Chair of the NPCC and the relevant Chief Officer) solely to carry out duties in order to assist NPoCC to deliver its functions.

8.6 It is agreed that in addition to the permanent NPoCC Staff under the day to day management of the Head of NPoCC, additional Police Officers shall be required from time to time from the Police Forces in order to allow NPoCC to discharge its coordination functions.. The provision of police staff or Police Officers to NPoCC for the purposes of coordination functions shall be for short term surge during times of critical demand by mutual agreement of:

8.6.1 the Chief Officer who shall provide the relevant police staff or Police Officers (the "Donating Force"); and

the Chief Officer who shall be receiving the relevant police staff or Police Officers (the "Host Force"),

8.7 If a Police Force sends a Police Officer or police staff to perform coordinating functions pursuant to clause 8.6 which are carried out by NPoCC, and which is expected to occur in exceptional circumstances only, the Chief Officer who is hosting NPoCC shall have responsibility and liability for such Police Officer or member of police staff and the provisions of clause 19.3 shall apply

8.8 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 NPoCC 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.

8.9 Where a person is seconded to NPoCC or is attached to NPoCC, the Chief Officer of the Police Force by which a police officer or member of staff was appointed shall only remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed) where a person is seconded to work for NPoCC the Policing Body of that Police Force shall be re-imbursed for all pay and associated costs pursuant to the agreed funding model.

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8.10 Where a person or Police Officer forms part of the membership of the NPoCC Governance Board or any other committee established for the purposes of this Agreement, there shall be no transfer of Direction and Control and such person or Police Officer shall remain under the Direction and Control of their home force.

8.11 Any Liabilities incurred pursuant to this clause 8 shall be dealt with in accordance with the provisions of clause 19.

9. **THE HOST FORCE**

9.1 Subject to clause 9.3 and clause 9.9, 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 Agreement and as determined in accordance with the budget setting process and governance arrangements as required by NPoCC for the purposes of performing its functions as set out in the Agreement.

9.2 If the Host Force wishes to withdraw from its role as the host force, the Host Force shall inform the Head of NPoCC and serve a notice to the NPoCC Governance Board setting out that it wishes to cease the hosting arrangement and the reason for this and the provisions of clause 9.3 shall apply.

9.3 The Parties acknowledge that under the NPCC Collaboration Agreement, the Metropolitan Police Service hosts the NPCC arrangement and that the hosting for the NPCC and NPoCC are intrinsically linked. The Commissioner of Police of the Metropolis and MOPAC anticipate if the Metropolitan Police Service is providing the hosting arrangement under the NPCC Collaboration Agreement then it will also provide the hosting arrangement for NPoCC and that it shall be desirable for the hosting arrangements to be linked. The Parties agree that this position may be amended by the agreement of the Parties if it is agreed that alternative arrangements should be put in place.

9.4 The Parties acknowledge that if the Metropolitan Police Service withdraws from its role as the Host Force under the terms of the NPCC Collaboration Agreement then, pursuant to the terms of that NPCC Collaboration Agreement, the Parties shall seek to find an alternative way of hosting the NPCC arrangement. If an alternative arrangement can be found for hosting the NPCC then the Parties shall procure that such alternative body or force appointed to provide the hosting arrangement for the NPCC shall also provide the hosting arrangement for NPoCC in which case, the Parties shall amend the terms of this 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

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Agreement which apply to the Support Services shall be binding on any alternative hosting body (unless otherwise agreed between the Parties and also agreed under the NPCC Collaboration Agreement). This Agreement shall only terminate in circumstances where the Metropolitan Police Service withdraws as the Host Force pursuant to the NPCC Collaboration Agreement and no alternative force or body can be found to host the NPoCC.

- 9.5 On an annual basis, the Head of NPoCC shall determine the staff requirements for the following year and the budget that is required for such persons which shall be approved or amended (as applicable) by the NPoCC Governance Board. Upon agreement of those staffing requirements and budget, the Head of NPoCC shall advertise the staff vacancies as and when such staff vacancies arise and provided that such staff or Police Officers are supported by their home force, the Head of NPoCC shall select the relevant Police Officers or staff who shall be required to carry out such roles and such persons shall be seconded from their respective Police Force or attached to the Commissioner of Police of the Metropolis and Direction and Control of such persons shall be as set out in clause 8.4. Any additional posts required throughout the year must be agreed by the Head of NPoCC in consultation with the Host Force and such persons shall be seconded to or attached to the Metropolitan Police Service and any additional funding shall be provided by the Funding Parties in proportion to the FSS Share.
- 9.6 Subject to clause 9.9 and that any Liabilities that the Host Force incurs in carrying out the Support Services shall be dealt with in accordance with clause 19, from the Effective Date, the Host Force shall provide Support Services to NPoCC in accordance with:
- 9.6.1 the Service Level Agreement which is set out in Annex 1;
  - 9.6.2 Legislation;
  - 9.6.3 value for money;
  - 9.6.4 Good Industry Practice; and
  - 9.6.5 such other standards as are agreed between the Parties from time to time.
- 9.7 Any contracts to be entered into in connection with the Support Services shall comply with the provisions of **clause 11**.
- 9.8 The Parties agree that:

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- 9.8.1 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:
- 9.8.1.1 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 NPoCC; and
- 9.8.1.2 the Host Force shall consult with the Head of NPoCC (with any disputes being resolved by the Chair of NPCC), 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.
- 9.9 The Parties agree that NPoCC 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 Head of NPoCC (having first consulted with the Host Force and having taken on board its comments) and is in accordance with the procurement Legislation. Where NPoCC 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 19. In addition, the Host Force may, on not less than 12 months notice, give notice to NPoCC 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 NPoCC shall arrange alternative provision of those Support Services removed from the Service Level Agreement.
- 9.10 The Parties agree that whilst it is anticipated that the arrangements for the Support Services under this Agreement are likely to follow the same or similar arrangements for the provision of the Support Services under the NPCC Collaboration Agreement due to value for money and logistical reasons, the Head of NPoCC shall (having taken account of the position of the Host Force and in consultation with the Host Force) be entitled to make different arrangements for the provision of the Support Services than under the NPCC Collaboration Agreement

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and that the provision of Support Services for this Agreement and the NPCC Collaboration Agreement do not necessarily have to follow.

- 9.11 If the Head of NPoCC 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 NPoCC 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 24.3. The Parties shall agree any appropriate amendments which are required to the terms of this Agreement.
- 9.12 The Host Force shall be entitled to charge NPoCC for the provision of the Support Services which will be set out in the Service Level Agreement in Annex 1. If it is determined that NPoCC shall obtain the Support Services from an alternative body, the Host Force shall not be entitled to charge NPoCC for such Support Services.
- 9.13 The Host Force and the Head of NPoCC 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 NPoCC without requiring any amendments to the terms of this Agreement.
- 9.14 Any amendments to the Service Level Agreement must be agreed between the Host Force and the Head of NPoCC.
- 9.15 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 9 (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 19.

## 10. **GOVERNING PRINCIPLES AND DAY TO DAY MANAGEMENT OF NPoCC**

- 10.1 The Parties shall comply with the Governance Schedule which is set out in Schedule 2.
- 10.2 The Parties agree that NPoCC is not a legal entity in its own right and as such clear governance structures are required to ensure that NPoCC can operate effectively.
- 10.3 The Governance Schedule describes the governance structure in relation to NPoCC. In particular:
- 10.3.1 The NPoCC Governance Board shall be responsible for agreeing or amending the strategy set by the Head of NPoCC, overseeing budgetary

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control, agreeing the required staffing structure for NPoCC, approving key deliverables, annual planning and biannual decision making; and

10.3.2 NPoCC shall be held to account for the way in which it delivers its functions by the NPoCC Governance Board who shall meet biannually and who shall report to the Chief Constables Council.

10.4 The chair of the NPoCC Governance Board shall be the Chair of the NPCC.

10.5 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 NPoCC. The Parties shall ensure that NPoCC implements any suggested changes recommended by the Chief Constables Council.

## 11. **PREMISES AND CONTRACTS**

11.1 The Parties agree that the intention as at the date of this Agreement is for NPoCC to be located at 10 Victoria Street in London until 31 March 2016. The location of NPoCC may be changed within the metropolitan police district depending on the views of the Host Force and as agreed by NPoCC.

11.2 If it is determined by the Chief Constables Council that alternative accommodation is required within the metropolitan police district, the Head of NPoCC shall in accordance with the Service Level Agreement request that the Host Force use reasonable endeavours to procure such alternative location for NPoCC within the metropolitan police district. The costs of the alternative location and any ancillary costs shall be the subject of approval of the NPoCC Governance 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.

11.3 The Parties agree that during the transition period of this Agreement, the Host Force shall either extend some of its current contracts or enter into new contracts to allow NPoCC 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. MOPAC shall enter into any contracts which are required for the purposes of NPoCC performing its functions (which may include contracts in relation to works, 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

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for the purposes of ensuring that NPoCC is able to meet the functions set out in this Agreement which shall be referred to as the "NPoCC Contracts."

- 11.4 Where the Host Force is required to enter into an NPoCC Contract that NPoCC Contract shall be entered into in the name of MOPAC.
- 11.5 Where MOPAC is entering into a contract solely for the benefit of NPoCC and not in relation to any wider services to be provided to the Metropolitan Police Service:
- 11.5.1 the Host Force shall in consultation with the Head of NPoCC finalise the terms of NPoCC Contract with the relevant supplier within the arrangements agreed between the Host Force and the Chief Constables Council and shall ensure that such NPoCC Contracts are on reasonable commercial terms;
- 11.5.2 MOPAC shall enter into the relevant NPoCC Contract in accordance with MOPAC scheme of governance (which shall be compliant with procurement legislation);
- 11.5.3 the Host Force shall comply with the terms of each NPoCC Contract; and
- 11.5.4 any amounts payable under NPoCC Contracts shall be paid to the Host Force in accordance with clause 14.
- 11.6 The Head of NPoCC shall keep the demand for resources required by NPoCC under regular review to ensure that NPoCC can carry out its functions as set out in the Agreement. If additional resources are required, or the requirement for resources reduces, the Head of NPoCC shall seek to agree the level of resources required subject to the approval of the NPoCC Governance Board
- 11.7 The Host Force shall provide such other support services (over and above the Support Services) as are approved and agreed by the Head of NPoCC and the Host Force from time to time. If additional services are provided, the Host Force and the Head of NPoCC 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.
- 11.8 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 11 shall be dealt with in accordance with clause 19.

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12. **ASSETS**

- 12.1 The Head of NPoCC shall be responsible for ensuring that there are sufficient Assets to ensure that NPoCC can perform its functions for the duration of this Agreement.
- 12.2 The Parties agree that any Assets which were held by NPoCC prior to the date of this Agreement shall be transferred into the name of MOPAC and MOPAC shall be the legal owner of those Assets. The Parties acknowledge that prior to the date of this Agreement, all Assets were held in the name of ACPO.
- 12.3 In relation to the running of NPoCC, the Host Force shall:
- 12.3.1 ensure that MOPAC is the legal owner of all such Assets;
  - 12.3.2 be responsible for the maintenance and repair of such Assets, the cost of which shall be reimbursed to the Host Force in accordance with the Service Level Agreement;
  - 12.3.3 not dispose of any Assets without the consent of the Head of NPoCC, the NPoCC Governance Board and the Host Force.
- 12.4 If any new Assets are required, the following procedure shall apply:
- 12.4.1 The Head of NPoCC shall be responsible for identifying if any new Assets are required for the functioning of NPoCC including the details of the Assets which are required;
  - 12.4.2 Any new Assets (including the cost of such new Assets) shall be agreed and approved by the Head of NPoCC in conjunction with the Chair of the NPCC;
  - 12.4.3 Following approval of the required Assets in accordance with clause 12.4.2, the Host Force shall be responsible for purchasing such agreed new Assets and the maintenance of such Assets in accordance with clause 12.3.2 and MOPAC shall enter into any contracts required in connection with this;
  - 12.4.4 The Host Force shall comply with its own policies in acquiring any new Assets; and
  - 12.4.5 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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- 12.5 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.
- 12.6 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 NPoCC Governance Board.
- 12.7 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 19.

13. **POLICIES**

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

14. **FUNDING**

14.1 The agreed FSS Share is set out in Schedule 4 to this Agreement. The Parties agree that:

14.1.1 subject to any amendments required to the FSS Share pursuant to clauses 23.4.3 or 24.4, 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

14.1.2 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%.

14.2 The NPoCC Governance 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.

14.3 The Parties have agreed:

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- 14.3.1 the budget required for NPoCC for the Financial Year 2015 and how that budget shall be funded for the Financial Year 2015 as between the Funding Parties; and
- 14.3.2 an outline of the budget required for the Financial Years 2016 which shall be agreed pursuant to clause 14.7;
- both of which are set out in Schedule 4.
- 14.4 The Parties agree that the function of this Agreement which deals with the national police response to UK disaster victim identification is funded by the Home Office and that, as at the date of this Agreement, does not form part of the funding to be provided by the Funding Parties. If the Home Office ceases to provide funding in relation to the UK disaster victim identification unit, the Funding Parties shall seek to agree how the UK disaster victim identification unit shall be funded and the proportion that each Funding Party shall pay towards the UK disaster victim identification unit.
- 14.5 Within 30 days following receipt of an invoice from the Host Force, each of the Funding Parties shall pay to the Host Force:
- 14.5.1 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 14.7, 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
- 14.5.2 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 19 or any additional amounts to be paid to the Host Force pursuant to clause 15.3 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.
- 14.6 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 14.5 into the relevant account set up for NPoCC.

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- 14.7 By 31<sup>st</sup> October in each Financial Year, the Head of NPoCC and the Chair shall propose a budget to the NPoCC Governance Board for the following Financial Year. The NPoCC Governance Board shall determine whether it agrees with the proposed budget or shall set a revised budget which once approved shall be issued to the Chief Constables' Council by the following January for approval. The budget approved by the Chief Constables' Council shall be the budget for the following Financial Year which shall be shared between the Parties in proportion to the Funding Parties FSS Shares and shall become the Funding Parties Contribution for that Financial Year.
- 14.8 The Parties agree that the Head of NPoCC shall, in each Financial Year, instruct the Host Force to review and audit the accounts of NPoCC and carry out financial probity checks in relation to the accounts and finances of NPoCC.
- 14.9 As soon as reasonably practicable following the end of each Financial Year, the Parties shall procure that the NPoCC Governance Board issues a statement to the Funding Parties setting out how the budget has been spent in that previous Financial Year including details of any surplus which has not been spent in that previous Financial Year.
- 14.10 In relation to the payment for the Support Services to the Host Force, the Parties agree that there shall be no set off against the Host Force's Funding Parties Contribution but that a separate internal transfer shall be made from the account set up for NPoCC into the relevant account of the Host Force on the dates set out in the Service Level Agreement and for the amounts set out in the Service Level Agreement.

## 15. **AMENDMENTS TO FUNDING**

- 15.1 If at any time the Head of NPoCC considers that the budget for a Financial Year shall be exceeded, the Head of NPoCC shall notify the Chair of the NPCC of:
- 15.1.1 the budget that will be exceeded and by how much the budget will be exceeded; and
- 15.1.2 the reasons why the budget has been exceeded including the steps that are being taken to minimise any such excess.
- 15.2 In exceptional circumstances only, the NPoCC Governance Board shall be entitled to agree to the budget being exceeded and shall agree how that excess budget shall be funded as between the Funding Parties. The Parties shall procure that the Head

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of NPoCC shall notify the NPoCC Governance Board of the approved excess as soon as reasonably practicable following the approval by the Chief Constables Council.

15.3 Notwithstanding the provisions of clauses 15.1 and 15.2, if the Host Force incurs any additional costs including in respect of:

15.3.1 salary, pensions or other costs associated with the employment or engagement or the termination of any employment or engagement of NPoCC Staff and other Police Officers or civilian personnel;

15.3.2 rent or other charges arising under any NPoCC lease;

15.3.3 charges payable under or in respect of any contract for the supply of goods and services or insurance policy in respect of NPoCC,

which are in excess of the amounts included to calculate the budgetary arrangements and the agreed Funding Parties Contributions referred to in clause 14, then provided that the Host Force has acted in good faith in relation to the setting of the initial budget and in incurring any overspend on that budget and is able to demonstrate those additional costs, the Funding Parties shall re-imburse the Host Force for such additional costs which exceed the budget set for that Financial Year in direct proportion to each Funding Party's FSS Share which shall be paid for in accordance with clause 14.5.2.

## 16. **EMPLOYEES AND POLICE OFFICERS**

16.1 The Parties confirm that all employees seconded or attached to NPoCC as at the date of this Agreement shall continue to be seconded or attached to NPoCC following the date of this Agreement and shall be made available exclusively to perform services in order to assist NPoCC to deliver its functions as NPoCC Staff.

16.2 Direction and Control shall be dealt with in accordance with clause 8.

16.3 The Host Force will assist in the administration of and management of secondees into the NPoCC and attachments to NPoCC in accordance with the Host Force's own processes and procedures, and if participating in the selection of such persons will do so in accordance with the requirements of NPoCC.

16.4 Subject to clause 13 and clause 20.2, all persons seconded to NPoCC or attached to NPoCC will be subject to all policies and procedures of the Police Force who employs or appointed such persons including in relation to matters of discipline and grievance.

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- 16.5 From time to time, it is recognised by the Parties that it will be necessary to second staff and officers from any of the Parties to assist in the carrying out of the functions of NPoCC. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties and functions required by NPoCC.
- 16.6 During a secondment period or attachment period, any employee on secondment will be subject to the day to day management and control of the Head of NPoCC and will perform all duties assigned to the employee by the Head of NPoCC including such duties which are not within the scope of the employee's normal duties but which it is agreed the employee is capable of undertaking. Further, the employee on secondment will devote all due time, attention and skill to diligently performing such duties as may be required by the Head of NPoCC.
- 16.7 Throughout any secondment or attachment period, the employee on secondment or attached to NPoCC will continue to be employed by the same employer and will not become an employee of the Host Force. The employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Force and the relevant Police Force.
- 16.8 It is acknowledged that all staff attached to or seconded to NPoCC as at the date of this Agreement shall have an entitlement to continue on ACPO current secondment terms and conditions. These conditions will be reviewable when the original secondment to NPoCC would have been due to expire. The Head of NPoCC will review these conditions at the end of the relevant secondment period (subject to performance and other similar issues) for relevant secondments/ attachments including aligning these to ministerial guidance of police secondments in England and Wales to ensure transparency and fairness. The Head of NPoCC's secondment terms and conditions will be reviewed by the Chair of the NPCC.
- 16.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 16 shall be dealt with in accordance with clause 19.
- 16.10 All Parties agree to co-operate to ensure the smooth running of NPoCC and to minimise any employment law liabilities that may arise from the performance of services to assist NPoCC to deliver its functions.

## 17. **DISPUTE RESOLUTION**

- 17.1 Subject to clause 17.2, if a dispute arises, the provisions of Schedule 3 of this Agreement shall apply.

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17.2 If a dispute arises in relation to the delivery of the Support Services, the dispute procedure set out in the Service Level Agreement shall apply.

18. **LIABILITIES IN RESPECT OF ACTIVITIES CARRIED OUT BY NPOCC PRIOR TO THE DATE OF THIS AGREEMENT**

18.1 If any Liabilities arise in relation to the previous activities carried out by NPOCC prior to the date of this Agreement, such Liabilities shall (unless the Parties agree a different apportionment on Liabilities depending on the circumstances or unless the insurance taken out for the benefit of NPOCC covers and makes payment in relation to such Liabilities) be shared between the Parties in proportion to each Funding Party's FSS Share.

18.2 The costs of claims in relation to any activities previously carried out by NPOCC prior to the date of this Agreement shall be shared between the Parties to the Agreement in relation to that Funding Party's FSS Share.

18.3 Subject to clause 18.5, any claims made in connection with NPOCC prior to the date of this Agreement shall be handled by the Host Force. The Host Force shall consult with the other Parties through the NPOCC Governance Board or the Head of NPOCC if a response is required more urgently, on the way in which any claim should be handled.

18.4 The NPOCC Governance Board, the Head of NPOCC and the Chief Constables Council shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims arising from the activities carried out by NPOCC prior to the date of this Agreement.

18.5 The Parties to this Agreement shall notify the Host Force promptly if they receive any claims in connection with NPOCC and provide all reasonable information and assistance that the Host Force may require provided that if it is more appropriate in the circumstances for another Police Force to deal with the claim, the Host Force shall forward this onto the appropriate Police Force to handle and dispose of the relevant claim.

19. **LIABILITIES IN RELATION TO THE RUNNING OF NPOCC**

**Agreed share of Liabilities in relation to the running of NPOCC**

19.1 Subject to the remaining provisions of this clause 19 and in particular clause 19, the Parties agree that if a Liability arises in relation to NPOCC (which shall include any Liabilities of the Host Force arising out of the hosting and Support Services

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arrangements contemplated by this Agreement and the secondment or attachment of staff to NPoCC), such Liability shall be shared between the Funding Parties in proportion to that Funding Party's FSS Share. As the Host Force is providing the hosting services on a non profit making basis and for the mutual benefit of the Parties and in order to assist in the functions of NPoCC being performed, the Parties agree that the Host Force shall not be solely liable for the activities of NPoCC or the hosting arrangement and that, save as set out in clauses 19.3.2 and 19.3.3, all Liabilities arising in relation to NPoCC shall be shared between the Parties as set out in clause 19.

19.2 This clause 19 is not intended to deal with the costs associated with the operational running of NPoCC or the Support Services costs and such costs (including any increases in costs) shall be dealt with pursuant to clause 14 and clause 15.

19.3 The Liability of the Host Force shall be as follows:

19.3.1 Provided that the Host Force has acted in good faith or in accordance with the reasonable and lawful instructions and decisions made by the Chief Constables Council, the Head of NPoCC and the NPoCC Governance Board (as applicable), the Host Force shall have no further Liabilities to the Parties other than its FSS Share. For the avoidance of doubt, this shall include where a Liability has arisen out of the Host Force acting negligently, in breach of any contract that has been entered into for the purposes of NPoCC (including this Agreement), in breach of Legislation or in breach of a statutory duty;

19.3.2 The Host Force shall be solely responsible for a Liability where the NPoCC Governance Board is able to prove that such Liability has arisen as a result of the Host Force not acting in accordance with good faith or not acting upon or in compliance with the reasonable and lawful instructions or decisions of the Chief Constables Council, the Head of NPoCC or the NPoCC Governance Board (as applicable);

19.3.3 Where a Liability arises in respect of which the Host Force has a direct contractual claim or any other claim against a third party (eg: in relation to the maintenance of facilities), the Host Force shall use all reasonable endeavours to pursue such claim against a third party.

### **Processing and Handling of Claims**

19.4 Unless it is agreed in the circumstances that it is more appropriate for another Party to handle the relevant claim, any claims made in connection with NPoCC or

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the functions to be carried out by NPoCC (including the hosting arrangements carried out by the Host Force) shall be handled by the Host Force. The Host Force shall consult with the Head of NPoCC on the way in which any claim should be handled.

- 19.5 The Parties to this Agreement are obliged to notify the Host Force promptly if they receive any claims under the Agreement or in connection with NPoCC and provide all reasonable support, co-operation, information and assistance that the Host Force or any other force taking over the claim may require in order to allow that relevant Police Force to respond to handle the claim, dispose or deal with the claim in a timely manner.
- 19.6 The Parties shall procure that the Head of NPoCC shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims under the Agreement.
- 19.7 The costs of claims in relation to this Agreement shall be shared between the Funding Parties to the Agreement in relation in proportion to that Funding Party's FSS Share.

#### **Liabilities following termination**

- 19.8 Clause 23.7 shall apply in relation to any Liabilities arising following the date on which this Agreement is terminated.
- 19.9 This clause 19 shall survive the termination of this Agreement.

#### **20. HEALTH AND SAFETY**

- 20.1 In relation to NPoCC Staff, the Host Force will have primary responsibility for ensuring compliance with all Health and Safety requirements of NPoCC including undertaking Health and Safety audits and assessments and compliance with all record keeping responsibilities. The governance arrangements will require regular Health and Safety reports, approve Health and Safety policies and give guidance in respect of claims received or improvements to practices. Any Liabilities that arise in relation to this clause 20.1 shall be dealt with in accordance with clause 19.
- 20.2 The Parties shall procure that NPoCC Staff and the Head of NPoCC shall comply with all Health and Safety Legislation and relevant MOPAC policies and shall notify and assist the Host Force in relation to any Health and Safety issues.
- 20.3 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 20 shall be dealt with in accordance with clause 19.

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## 21. **INDEMNITY**

- 21.1 Subject to clause 21.2 where a Party has not acted in good faith (the "Defaulting Party") that Defaulting Party shall indemnify the other Parties against all losses, claims, damages, expenses, costs and charges, demands or proceedings incurred by the other Parties as a result of the Defaulting Party failing to act in good faith.
- 21.2 Clause 21.1 shall not apply to the Metropolitan Police Service where it is acting in its role as the Host Force and in these circumstances the provisions of clause 19.3 shall apply.

## 22. **INSURANCE**

- 22.1 The Host Force shall take out and maintain insurance for the benefit of NPoCC with insurers of good standing and good repute which shall include the following persons within the insurance programme:

22.1.1 Any staff or officers, secondees or attachments to NPoCC who are seconded or attached to carry out the functions of NPoCC on a full time basis and form part of the staff of NPoCC;

22.1.2 The Head of NPoCC; and

22.1.3 Any employees or officers who are representatives on the NPoCC Governance Board who are employed by and are under the Direction and Control of the Commissioner of Police of the Metropolis,

which shall include as a minimum insurance required by the Employers Liability Act and the Road Traffic Act and such insurance as it deems appropriate at the time. Any Liabilities that arise in relation to this clause 22.1, including any relevant insurance premiums and/or uninsured excesses, shall be dealt with in accordance with clause 19.

- 22.2 The Host Force may change the levels of excess, limits of cover and terms of the insurances taken out pursuant to clause 22.1 from time to time. The Host Force shall provide evidence of insurance and details of the levels of excess, limits of cover and terms of the insurances to the NPoCC Governance Board within a reasonable period of a request being received.
- 22.3 Each Funding Party shall be required to take out and maintain its own insurance with insurers of good standing and good repute in relation to:

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22.3.1 any employees or officers who will carry out any of the functions of NPoCC or any operational supporting activities in relation to NPoCC (including the governance structure) who are under the Direction and Control of that Funding Party or its corresponding Chief Officer; and

22.3.2 any person or Police Officer who forms part of the membership of the NPoCC Governance Board or any other committee established for the purposes of this Agreement who is under the Direction and Control of that Funding Party pursuant to clause 8.10,

which should include, as appropriate, the taking out of insurance in relation to Employers Liability, Public Liability and Motor Liability and such other insurances as are agreed to be taken out by the NPoCC Governance Board at the relevant time.

## 23. **TERMINATION OF THIS AGREEMENT**

23.1 The Agreement shall be terminated if the NPCC Collaboration Agreement is terminated.

23.2 Subject to clause 23.3, any Party shall be entitled to withdraw from this Agreement at any point by giving at least 12 months' written notice to the NPoCC Governance Board (which shall be copied to the other Parties) of its intention to terminate, such notice to include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how they will continue to ensure that there is effective policing within the relevant Police Force and how they will comply with the Strategic Policing Requirement. That Party shall cease to be a Party to this Agreement on the date agreed between that relevant Party and the NPoCC Governance Board.

23.3 For the purposes of clause 23.2, the Chief Officer in consultation with the Policing Body for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective.

23.4 If a Party withdraws from the Agreement pursuant to clause 23.2:

23.4.1 such Party shall continue to be responsible for any Liabilities arising after the date on which they exit the Agreement and which have arisen due to events occurring during the time that they were a party to this Agreement pursuant to clause 18 and 21;

23.4.2 such Party shall not be liable for any Liabilities that arise after the date on which that Party exits the Agreement and which are due to events arising after the date on which that Party exits the Agreement; and

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- 23.4.3 the remaining Parties to this Agreement shall agree any required amendments to the funding of this Agreement and the FSS Share pursuant to Schedule 2.
- 23.5 Within three months following the Termination Date, the Funding Parties shall prepare financial accounts which shall include such details as the NPoCC Governance Board determine shall be set out at the relevant time.
- 23.6 Upon the termination of this Agreement, the NPoCC Governance Board shall agree the process for dealing with any Assets and contracts and an appropriate exit strategy but with the intention that:
- 23.6.1 Assets shall be returned to the Funding Parties in direct proportion to the FSS Share and in such circumstances the NPoCC Governance Board shall agree how any Assets shall be valued, sold or redistributed for the purposes of determining the FSS Share and how the Assets should be returned to the Funding Parties;
- 23.6.2 The Host Force shall terminate any contracts that are entered into solely for the functions of NPoCC and remove from other NPoCC Contracts which have been entered into for the benefit of NPoCC and MOPAC those volumes that relate to NPoCC activity;
- 23.6.3 Any staff employed by the Commissioner of Police of the Metropolis exclusively to perform services in order to assist NPoCC to deliver its functions (but excluding staff who had been engaged in performing the Support Services) shall either be made redundant or shall transfer into a new body.
- 23.7 On termination of this Agreement, each Funding Party shall continue to pay to the Host Force, on request from the Host Force that Funding Party's FSS Share of the cost of covering all ongoing Liabilities (including redundancy costs) incurred by the Host Force as a result of termination of this Agreement in the manner set out in clause 19 (Liabilities in respect of Services provided under the Agreement) and clause 21 (Indemnity) and this clause shall survive the termination of this Agreement. The provisions of clause 19 shall continue to apply in relation to any Liabilities that occur following the date of termination of this Agreement in relation to the activities of NPoCC.

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24. **NOVATION AND ADDITIONAL PARTIES**

- 24.1 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.
- 24.2 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.
- 24.3 The Host Force shall be entitled to sub-contract the provision of the Support Services to another person, subject to compliance with the provisions of clause 9.8.
- 24.4 If it is agreed by the NPoCC Governance Board following the date of this Agreement that there are any other entities or other national policing units who should become a party to this Agreement (either in addition to or in substitution for the original parties to this Agreement) the Parties shall amend the provisions of this Agreement in order to allow such other parties to enter into the terms of this Agreement. The Parties shall seek to agree whether any amendments are required to the FSS Share as a result of any additional parties joining the Agreement but shall seek to minimise any other amendments that are required to the terms of this Agreement.

25. **CONFIDENTIALITY**

- 25.1 Subject to **clause 25.3**, the Parties to this Agreement shall, subject to any legal constraints, share information between themselves and act in the interests of transparency in order to allow NPoCC to perform its functions and operate effectively.
- 25.2 The Chief Constables Council 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. It is agreed that it may not be possible to share information with the Parties on details of award of NPoCC Contracts (where these have been entered into for the mutual benefit of NPoCC and MOPAC) until after the date on which such NPoCC Contracts are awarded.
- 25.3 **Clause 25.2** shall not apply to:

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- 25.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
  - 25.3.2 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.
  - 25.3.3 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;
  - 25.3.4 any disclosure to enable a determination to be made under **clause 17**(Dispute Resolution);
  - 25.3.5 any disclosure required by law, any Parliamentary obligation or Governmental or Regulatory Police Body having the force of law;
  - 25.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
  - 25.3.7 any disclosure by a Party to a department, office or agency of the Government;
  - 25.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

26. **DATA PROTECTION ACT, FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS**

26.1 The Head of NPoCC and the Host Force shall agree a process as to how NPoCC shall comply with its obligations in relation to:

26.1.1 the Data Protection Act 1998 (including who shall be the Data Controller and the Data Processor as defined in that Act); and

26.1.2 the Freedom of Information Act

including how this shall operate in practice when NPoCC is not a legal entity.

26.2 Any Liabilities incurred in relation to this clause 26 shall be dealt with in accordance with clause 19.

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27. **RECORDS**

27.1 Each Party shall keep adequate and comprehensive records and accounts to:

27.1.1 enable it to perform its obligations under this Agreement;

27.1.2 allow the Host Force to perform its obligations under this Agreement; and

27.1.3 meet its statutory obligations and to comply with any requests from third parties.

27.2 Such records shall be freely available to the other Parties to this Agreement, the Chair of NPCC, the Head of NPoCC, the Chief Constables Council and the NPoCC Governance Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide, for a reasonable period, free access (in accordance with Management of Police Information Guidance) to the other Parties to such records in so far as they relate to the period of this Agreement.

28. **PUBLICITY**

29. NPoCC shall have use of the independent communications director who is appointed to provide publicity services for the NPCC who shall be employed by the Commissioner of Police of the Metropolis and shall be responsible for all publicity, media and communications in relation to NPoCC and shall comply with the requirements for publicity, media and communications as specified by the Head of NPoCC. The Parties shall procure that the Head of NPoCC shall put appropriate arrangements in place for media coverage in relation to NPoCC and shall ensure that the views of NPoCC are shown as separate and are independent from the views of any Police Force or Police Body.

30. **INTELLECTUAL PROPERTY**

30.1 If any Intellectual Property is developed by NPoCC during the continuance of this Agreement, the NPoCC Governance Board (in consultation with the Chief Constables Council) shall agree the appropriate Party or Parties who shall own such Intellectual Property at the time but with the intention that such Intellectual Property shall be owned jointly and severally between the Parties. If any Intellectual Property is developed pursuant to this clause, the Chief Constables Council shall also agree how that Intellectual Property can be used by the Parties to this Agreement.

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## 31. **AUDIT AND INSPECTION**

- 31.1 The Parties agree that the Head of NPoCC shall make arrangements with the Host Force for all statutory audits or inspections of NPoCC as required by internal audit teams, district auditors and other external auditors (including HMIC).
- 31.2 To ensure that the functions of NPoCC are provided in accordance with this Agreement, the NPoCC Governance Board will be entitled to carry out an internal audit of NPoCC at any time and make recommendation to the Head of NPoCC and the Chief Constables Council as to improvements to be made to the performance of NPoCC which the Parties shall use all reasonable endeavours to implement.
- 31.3 The Head of NPoCC shall share all findings with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with the NPoCC Governance Board as appropriate.
- 31.4 Clauses 31.1 and 31.2 are without prejudice to the operational independence of the Chief Officers and the Head of NPoCC and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality.
- 31.5 The Host Force and the other Parties to this Agreement will provide such information as is reasonably required, in accordance with standard audit practice, to demonstrate that NPoCC is performing in accordance with the standards set out pursuant to the terms of this Agreement.

## 32. **COMPLAINT**

- 32.1 If any complaint or enquiry relating to NPoCC is made to any Party to this Agreement (formally, informally, to the auditor, the NPoCC Governance Board or the ombudsman service) this shall be referred to the Host Force and the Parties shall cooperate fully in dealing with such complaints and shall cooperate in responding to any enquiries made by an external regulatory body including the Local Government Ombudsman or the external auditor.
- 32.2 If any complaint is made in relation to the Head of NPoCC, this shall be referred to the Commissioner of the Host Force and the Commissioner of Police of the Host Force shall deal with such complaint in accordance with clause 8.3.2.
- 32.3 Any complains, other than in relation to grievances and discipline, shall be discussed with the Chair of the NPCC.

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32.4 Any complaint that gives rise to a conduct matter or grievance proceedings shall be dealt with in accordance with clause 8.3.2 or clause 16 (as appropriate).

33. **VAT**

33.1 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.

33.2 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.

33.3 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.

33.4 If it is determined by HM Revenue & Customs that the arrangement under this Agreement is subject to VAT, any additional VAT Liability shall be shared between the Funding Parties in proportion to the FSS Share.

34. **NOTICES**

34.1 Any notices required in relation to the day to day running of NPoCC and other operational matters of NPoCC shall be dealt with by the Head of NPoCC and no formal notices shall be issued under the remaining provisions of this clause 34 in relation to such matters.

34.2 Subject to clause 34.3, 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 (as applicable).

34.3 Any demand, notice or other communication to be served on the Host 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, marked for the attention of the Chief Officer or the Policing Body (as applicable) at New Scotland Yard, 8-10 Broadway, London SW1H 0BG.

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

34.4.1 if given by e-mail it will be deemed to have been served, subject to clause 34.4.1.1 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 by hand 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 34.4.1 and clause 34.4.1.1;

34.4.1.1 if an automatic electronic notification is received by the sender within 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;

34.4.2 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 9.00am on the next Business Day after the date of posting;

34.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 34.4.2), at the time the notice is delivered to or left at that party's address;

34.4.4 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.

34.5 To prove service of a notice it will be sufficient to prove that the provisions of clause 34.4 were complied with.

## 35. **WAIVER**

35.1 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

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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.

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

35.3 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.

36. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

36.1 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.

37. **SEVERABILITY**

37.1 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.

38. **ENTIRE AGREEMENT**

38.1 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 and whether made by a Party or any other person and whether made to a Party or any other person.

38.2 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 any Party would otherwise have to another 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

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which the remedies available shall be all those available under the law given in this Agreement.

**39. EQUALITY AND DIVERSITY**

39.1 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.

39.2 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.

**40. 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.

**41. 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.

**42. CONTINUANCE IN FORCE**

42.1 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.

42.2 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.

42.3 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.

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43. **COUNTERPARTS**

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.

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**Schedule 1: Not Used**

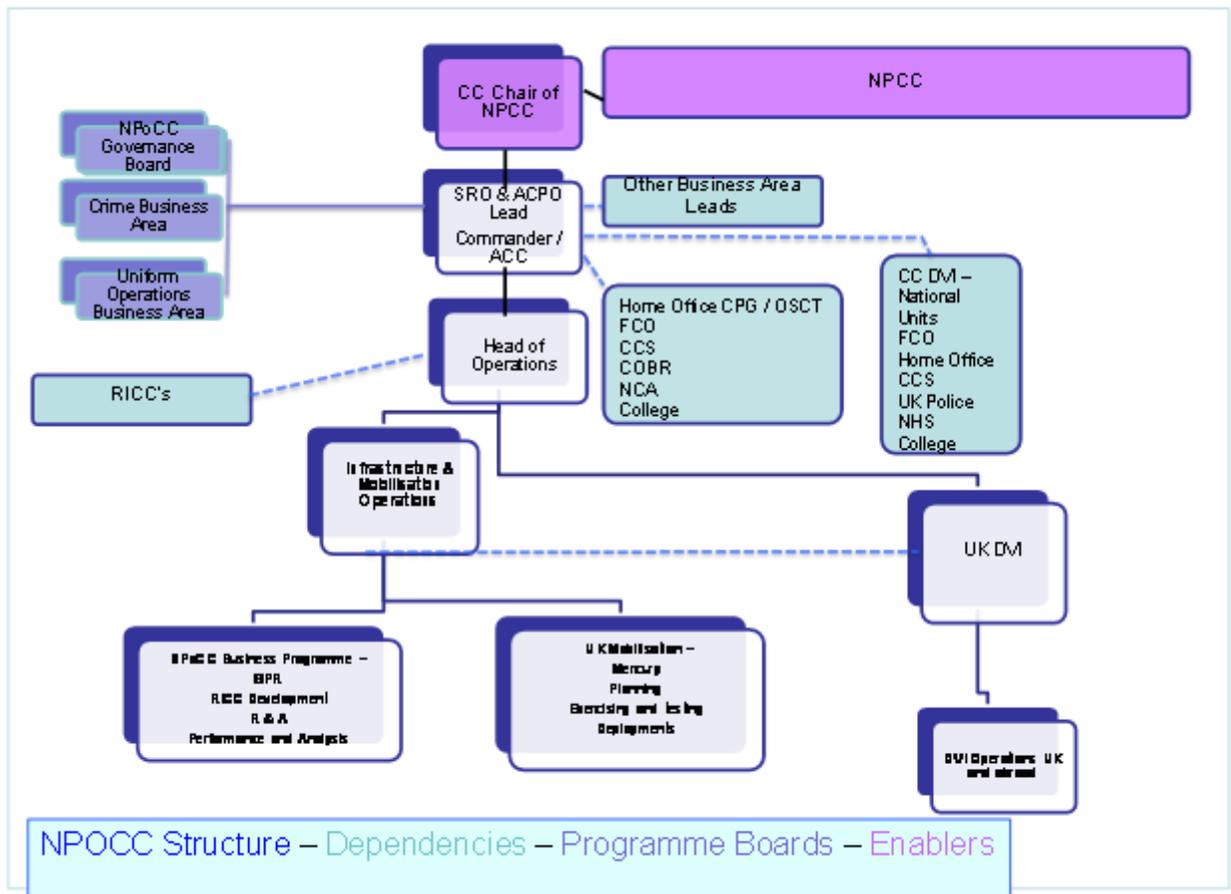
## Schedule 2: Accountability and Governance

### 1. Overview

- 1.1 This Schedule sets out the governance structure that shall apply to NPoCC as well as the accountability mechanisms in relation to the Head of NPoCC.
- 1.2 The governance and accountability mechanism as set out in this Schedule ensure that the strategic governance of the activities and outcomes of NPoCC are separated from the management and accountability of the Head of NPoCC.
- 1.3 The governance arrangements for this Agreement reflect the objectives of Section 22A of the Police Act 1996 which enable and encourage co-operation and collaboration between the parties to this Agreement. The arrangements described in this schedule are intended to reflect current best practice.

### 2. Governance of NPoCC

An overview of the governance of the NPoCC is set out in the diagram below:



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### 3. **The NPoCC Governance Board**

#### *Overview*

3.1 The Parties agree that the Policing Bodies shall be entitled to be involved in the governance arrangements of NPoCC and as such the Policing Bodies shall be represented on the NPoCC Governance Board. It is agreed that each of the Chief Officers shall have operational independence and shall be entitled to express their views via the NPoCC Governance Board. The Parties shall comply with the Policing Protocol in order to ensure operational independence.

#### *Frequency of Meetings*

3.2 An NPoCC Governance Board shall be set up which shall meet biannually for the duration of this Agreement (or at such other intervals as are agreed between the Parties).

#### *Matters to be agreed by the NPoCC Governance Board*

3.3 The matters to be considered and agreed by the NPoCC Governance Board shall include the following:

- Review and approve the business plan and budget for NPoCC which shall be set by the Head of NPoCC;
- Review and approve proposed staffing structures;
- Review and approve proposals for NPoCC to acquire capital assets or liabilities;
- Review and approve any proposals for variations of the Section 22A agreements;
- Audit and sign off of accounts;
- Agreeing appointment of auditors' annual Audit plan;
- Agreeing the internal control and risk management arrangements;
- Ensuring legal responsibilities of NPoCC in relation to health and safety, diversity and environmental matters are being addressed; and
- Such other matters which are set out in the terms of this Agreement to be agreed by the NPoCC Governance Board.

#### *Membership*

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- 3.4 The NPoCC Governance Board shall consult with Chief Constables, Policing Bodies and other stakeholders who are not members of the NPoCC Governance Board from time to time to help inform their decision making.
- 3.5 The membership of the NPoCC Governance Board shall include:
- 3.5.1 Chief Constable NPCC Chair (Chair of the NPoCC Governance Board)
  - 3.5.2 Chief Constable Crime Coordination Committee
  - 3.5.3 Chief Constable Operations Coordination Committee
  - 3.5.4 APCC representative
  - 3.5.5 The Head of NPoCC
  - 3.5.6 HMIC representative
  - 3.5.7 Home Office representative
  - 3.5.8 Cabinet Office Civil Contingencies Representative (CSS)
  - 3.5.9 College of Policing
  - 3.5.10 Other invitees as required
- 3.6 Each member of the NPoCC Governance Board may nominate one substitute member to attend any meeting of the NPoCC Governance Board in their place provided this is an individual of appropriate seniority to them and subject to appropriate notification being given to the chair of the NPoCC Governance Board.

#### *Minutes*

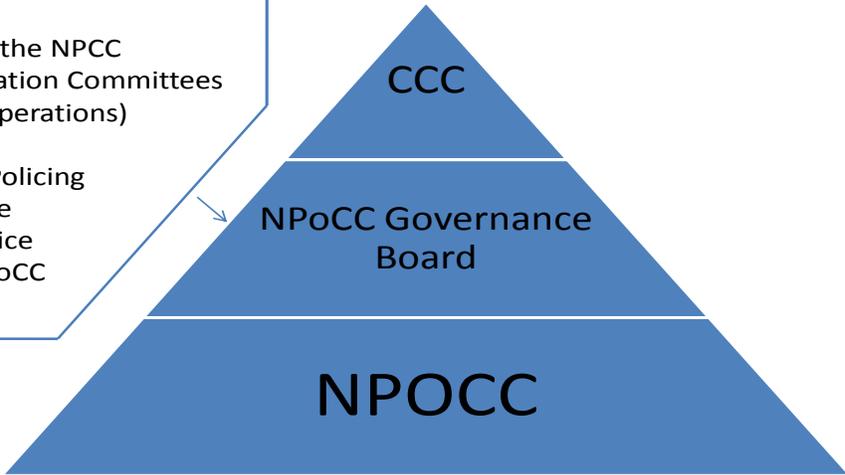
- 3.7 The NPoCC Governance Board shall arrange for agendas to be circulated in advance of the meeting and for minutes to be kept and maintained. This should be published, except to the extent provided under the Freedom of Information Act.

#### *Decisions*

- 3.8 Agreement shall be reached by mutual consensus of the NPoCC Governance Board rather than through any formal voting procedure.

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- Governance Board Membership**
- CC Chair of the NPCC
  - CC Coordination Committees (Crime & Operations)
  - HMIC
  - College of Policing
  - Home Office
  - Cabinet Office
  - Head of NPoCC
  - APCC

**NPOCC Governance**



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### Schedule 3: Dispute Resolution

1. Any dispute arising in relation to hosting or Support Services shall be dealt with in the dispute resolution process included in the Service Level Agreement. Any other dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 3**. The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
  - 1.1 In the event of any dispute or difference between the Parties relating to this Agreement (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 NPCC shall initially seek to resolve any dispute between the Parties and if the dispute cannot be resolved by the Chair of the NPCC, the Chief Constables Council shall seek to resolve the dispute;
    - 1.1.2 if the matter can not be resolved in accordance with paragraph 1.1 of this Schedule 3 within 14 days, the matter shall be referred to the NPoCC Governance Board.
  - 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 3**. 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;
    - 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 days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Parties (having first consulted with them).
  - 1.5 The mediation will start no later than 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 3** is being applied.

## Schedule 4: Funding

### Funding requirements for the Financial Years 2016/2017

The agreed budget for the Financial Year 2016/2017 shall be £2,196,789.

#### PN001 – NPoCC 2016/17 Funding – FSS FORMULA

Home Office Force	Percentage of Total	2016/17 Contribution 87%	2015/16 Contribution 87%	Difference
Avon & Somerset	2.2%	42,259	45,302	-3,042
Bedfordshire	0.9%	16,665	17,865	-1,200
Cambridgeshire	1.0%	19,147	20,525	-1,378
Cheshire	1.5%	28,611	30,670	-2,060
City of London	0.3%	4,914	5,268	-354
Cleveland	1.2%	23,185	24,855	-1,669
Cumbria	0.8%	15,960	17,109	-1,149
Derbyshire	1.4%	26,567	28,480	-1,913
Devon & Cornwall	2.3%	44,254	47,440	-3,186
Dorset	0.8%	15,498	16,613	-1,116
Durham	1.1%	21,701	23,264	-1,562
Dyfed-Powys	0.7%	12,919	13,849	-930
Essex	2.2%	42,089	45,119	-3,030
Gloucestershire	0.7%	14,062	15,074	-1,012
Greater Manchester	5.7%	108,410	116,214	-7,804
Gwent	1.0%	19,609	21,021	-1,412
Hampshire	2.6%	49,193	52,734	-3,541
Hertfordshire	1.5%	28,635	30,697	-2,061
Humberside	1.6%	30,435	32,627	-2,191
Kent	2.4%	45,544	48,822	-3,279
Lancashire	2.5%	48,366	51,848	-3,482
Leicestershire	1.5%	27,905	29,914	-2,009
Lincolnshire	0.8%	15,157	16,248	-1,091
Merseyside	3.3%	63,401	67,965	-4,564
Metropolitan Police	24.6%	469,548	503,351	-33,803
Norfolk	1.1%	20,777	22,273	-1,496
North Wales	1.0%	19,025	20,395	-1,370
North Yorkshire	1.0%	18,198	19,508	-1,310
Northamptonshire	0.9%	17,882	19,169	-1,287
Northumbria	3.1%	59,314	63,584	-4,270
Nottinghamshire	1.7%	33,306	35,704	-2,398
South Wales	2.2%	42,989	46,084	-3,095
South Yorkshire	2.5%	48,439	51,926	-3,487
Staffordshire	1.5%	28,562	30,618	-2,056
Suffolk	0.9%	16,836	18,048	-1,212
Surrey	1.3%	24,159	25,898	-1,739
Sussex	2.1%	40,313	43,215	-2,902
Thames Valley	3.0%	56,419	60,480	-4,062
Warwickshire	0.7%	12,846	13,770	-925
West Mercia	1.5%	28,927	31,010	-2,082
West Midlands	6.0%	113,859	122,056	-8,197
West Yorkshire	4.2%	79,847	85,596	-5,748
Wiltshire	0.8%	15,473	16,587	-1,114
<b>Home Office Forces</b>	<b>100.0%</b>	<b>1,911,206</b>	<b>2,048,794</b>	<b>-137,588</b>

Scotland and PSNI	Percentage of Home Office Forces Total	2016/17 Contribution 8.4%	2015/16 Contribution 8.4%	Difference
PSNI	4.59% Approx. Based on GMP	88,970	94,000	-5,030
Scotland	5% Approximately Based on W Mids	95,560	102,439	-6,879
<b>PSNI and Scotland</b>	<b>9.59% Home Office Forces</b>	<b>184,530</b>	<b>196,439</b>	<b>-11,909</b>

Additional Signatories	Percentage of Home Office Forces Total	2016/17 Contribution 4.6%	2015/16 Contribution 4.6%	Difference
BTP	2.2% Approx. Based on S Yorks	42,047	45,073	-3,026
MOD	2.2% Approx. Based on S Yorks	42,047	45,073	-3,026
CNC	0.44% Approx. Based on City	8,409	8,935	-526
Isle of Man	1% Nominal figure agreed by CC's	1,910	2,000	-90
Cyprus	1% Nominal figure agreed by CC's	1,910	2,000	-90
Guernsey	1% Nominal figure agreed by CC's	1,910	2,000	-90
Jersey	1% Nominal figure agreed by CC's	1,910	2,000	-90
Gibraltar	1% Nominal figure agreed by CC's	1,910	2,000	-90
<b>Additional Signatories</b>		<b>101,052</b>	<b>109,081</b>	<b>-8,029</b>

<b>Totals</b>	<b>2016/17 Contribution 100%</b>	<b>2015/16 Contribution 100%</b>	<b>Difference</b>
Home Office (England and Wales) forces (87% Contribution)	1,911,206	2,048,794	-137,588
PSNI and Police Scotland (8.4%)	184,530	196,439	-11,909
Other Forces (4.6% Contribution)	101,052	109,081	-8,029
<b>Total Funding</b>	<b>2,196,789</b>	<b>2,354,314</b>	<b>-157,525</b>