

PROTECT - DRAFT

Collaboration Agreement between:

Bedfordshire Police
Bedfordshire Police and Crime Commissioner

British Transport Police Authority

Cambridgeshire Constabulary
Cambridgeshire Police and Crime Commissioner

Essex Police
Essex Police and Crime Commissioner

Hampshire Constabulary
Hampshire Police and Crime Commissioner

Hertfordshire Constabulary
Hertfordshire Police and Crime Commissioner

Kent Police
Kent Police and Crime Commissioner

~~Metropolitan Police Service~~

Norfolk Constabulary
Norfolk Police and Crime Commissioner

Suffolk Constabulary
Suffolk Police and Crime Commissioner

Surrey Police
Surrey Police and Crime Commissioner

Sussex Police
Sussex Police and Crime Commissioner

Thames Valley Police
Thames Valley Police and Crime Commissioner

**To be known as the South East & Eastern Region Police Insurance
Consortium (SEERPIC)**

PROTECT - DRAFT

Pursuant to section 22A Police Act 1996 as amended and expanded by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011

CONTENTS

		PAGE
1	INTRODUCTION	3
	DEFINITIONS AND CONSTRUCTON OF TERMS	4
2	LEGAL FRAMEWORK	7
	LEGAL REQUIREMENTS	8
3	COMMENCEMENT DATES/DURATION OF AGREEMENT	8
4	REVIEW	8
5	AMENDMENT TO AGREEMENT	8
6	TERMINATION	8
7	CONSEQUENCES OF TERMINATION	9
8	MEMBERSHIP	9
9	MEMBERSHIP CATEGORIES	10
10	SEERPIC BOARD	11
11	SEERPIC INSURANCE GROUP	12
12	ROLES AND RESPONSIBILITIES	12
13	ADMINISTRATION	15
14	VOTING	15
15	GOVERNANCE	16
16	FINANCIAL ARRANGEMENTS	16
17	INDEMNITY AND LIABILITY	17
18	PUBLICATION AND CONFIDENTIALITY	17
19	INFORMATION MANAGEMENT	17
20	FOI REQUESTS	18
21	RISK MANAGEMENT	18
22	DISPUTE RESOLUTION	19

PROTECT - DRAFT

23	PUBLICATION	19
24	SIGNATURES	2

1. INTRODUCTION

- 1.1 This Agreement is made between the Police and Crime Commissioners and the Chief Constables of Bedfordshire Police, British Transport Police, Cambridgeshire Constabulary, Essex Police, Hampshire Constabulary, Hertfordshire Constabulary, Kent Police, Norfolk Constabulary, Suffolk Constabulary, Surrey Police, Sussex Police and Thames Valley Police (the Consortium Members).
- 1.2 This Agreement is made under S22A and contains Force Collaboration Provision pursuant to section 23 of the Police Act 1996 and Policing Body Collaboration Provision pursuant to section 23A of the Police Act 1996.
- 1.3 In line with the Home Office 'Statutory Guidance for Police Collaboration' version 1.0, this Agreement has been structured to ensure that the responsibilities of the Chief Constables and the Police and Crime Commissioners are clear and unambiguous.
- 1.4 The Chief Constables and the Police and Crime Commissioners consider that the undertakings contained in this Agreement are in the interests of efficiency and/or effectiveness.
- 1.5 The principal objective of the collaboration is to provide optimum risk financing arrangements for participating Forces by exploiting the knowledge, experience and joint purchasing power of Consortium Members to their mutual benefit through the:
- 1.5.1 joint procurement of insurance products and related services
 - 1.5.2 alignment of risk financing programmes and service standards
 - 1.5.3 attainment of high quality and bespoke services from suppliers
 - 1.5.4 contribution of resources to support the activities of SEERPIC
 - 1.5.5 sharing of information and best practice.
- 1.6 This Agreement sets out the legal and governance framework for the South East and Eastern Region Police Insurance Consortium.
- 1.7 This Agreement supersedes the previous Consortium Management Agreement agreed between the Consortium Members in April 2012.

PROTECT - DRAFT

DEFINITIONS AND CONSTRUCTION OF TERMS

DEFINITIONS

In this Collaboration Agreement the terms below have the following meanings:

“Agreed Cost Proportions” – the basis upon which all costs and savings relating to or arising from the Agreement are apportioned between the Parties.

“Agreement” – The legally binding agreement which sets out the general terms for this Collaborative Agreement.

“Authorised Representative” – any person duly authorised to represent the Consortium Members at the SEERPIC Board.

“Chief Constable” – the Chief Constables who are collectively party to this Agreement.

“Collaborative Function/Functions” – any collaboration activity or activities undertaken by, or delivered to the consortium members pursuant to any Collaboration Agreement.

“Commencement Date” – the date on which this Agreement shall commence.

“Confidential Information” – all information of a confidential nature disclosed (whether in writing, verbally, or by any other means, whether directly or indirectly) by one party (“the Disclosing Party”) to another party (“the Receiving Party”).

“Consortium Member” – a Force who has accepted this Agreement.

“Data Controller” – has the meaning as set out in the Data Protection Act 1998.

“Data Protection Legislation” – the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications Lawful Business Practice, Interception of Communications Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy including, where applicable, guidance and codes of practice issued by the Information Commissioner.

“Effective Date” – is the date of this Agreement.

PROTECT - DRAFT

“Exit Date” – the date on which a Collaborative Function (or part thereof) terminates or ceases.

“Financial Year” – a period from 1 April in one year to 31 March in the subsequent year.

“The Forces” – Bedfordshire Police, British Transport Police Cambridgeshire Constabulary, Essex Police, Hampshire Constabulary, Hertfordshire Constabulary, Kent Police, Norfolk Constabulary, Suffolk Constabulary, Surrey Police, Sussex Police and Thames Valley Police.

“A Functional Collaboration Agreement” – a Collaboration Agreement relating to the collaborative delivery by the Forces and/or Policing Bodies of a Collaborative Function.

“Lead Authority” – the Force which has been appointed or endorsed by the SEERPIC Board and has undertaken to manage the delivery of one or more SEERPIC Contracts or SEERPIC Projects.

“Licensed Equipment” – all equipment owned or used by the Consortium Member’s use of which, or access to, may be required by other Parties in order to deliver a Collaborative Function.

“Losses” – any damages, liabilities, awards, costs, charges, losses and expenses.

“Party or Parties” – a Party or Parties to this Agreement.

“Police Act” - the Police Act 1996 as amended and expanded by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011.

“Police and Crime Commissioners” – For the purpose of this Agreement, the term ‘Police and Crime Commissioners’ will include the British Transport Police Authority which is the governing body that oversees the British Transport Police. The British Transport Police Authority is a member of The Association of Police and Crime Commissioners (APCC).

“Policing Bodies” – refers to the Police and Crime Commissioners with responsibility for the Forces whose functions are set out in Section 1 of the Police Reform and Social Responsibility Act 2011

“SEERPIC Board” – the body of Authorised Representatives from each Force responsible for governing the activities of SEERPIC.

“SEERPIC Insurance Group” – the body of nominated representatives from each Force responsible for delivering the activities of SEERPIC.

“SEERPIC Contract” – any joint procurement exercise which is formally tasked or endorsed as such by the SEERPIC Board.

PROTECT - DRAFT

“SEERPIC Project” – any joint activity other than a SEERPIC Contract which is formally tasked or endorsed by the SEERPIC Board.

“Term” – the Term of this Agreement including any extension thereto.

“Third Party Provider” – means any undertaking engaged (directly or indirectly) by any of the Consortium Members to provide any collaborative activity or function pursuant to this Agreement.

“Working Day” – Monday to Friday excluding any public holiday in England and Wales.

CONSTRUCTION OF TERMS

In this Agreement unless otherwise specified:

- i The headings are for convenience only and shall not affect its interpretation.
- ii References to a section, clause, paragraph or appendix are to a section, clause, paragraph or appendix within this Agreement.
- iii Any reference to this Agreement or to any other documents shall include permitted variation, amendment or supplement to such document.
- iv Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment).
- v Any phrase introduced by the term “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- vi The words “in writing” and “written” mean “in documented form” whether electronic or hard copy, unless otherwise stated.
- vii Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- viii Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees.
- ix Words shall not be given any restrictive interpretation by reason only of their being preceded or followed by words indicating a particular class of acts, matters or things.

PROTECT - DRAFT

- x Any reference to a notice, consent, approval agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be expressed in writing.
- xi All agreements on the part of any Party comprising more than one person or entity should be joint and several throughout the Agreement and the neuter singular.

2. LEGAL FRAMEWORK

- 2.1 Police and Crime Commissions within each force area have a statutory duty and electoral mandate to ensure an efficient and effective police service and to hold the Chief Constable to account on behalf of the public. The Chief Constables are responsible for maintaining the Queen's Peace in their respective force areas, and have operational direction and control over their respective force's officers and staff.
- 2.2 The Police and Crime Commissioner is the recipient of funding relating to policing and crime reduction, including government grant, precept and other sources of income. Each Police and Crime Commissioner and their respective Chief Constable is established in law as a corporation sole under the 2011 Act. As such, both are enabled by law to employ staff and hold funds in their official capacity. Ownership and funding of all Police assets (land, property, vehicles, equipment, furniture and other items) rests with the Police and Crime Commissioner, but the Chief Constable is responsible for the operational direction and control of the Force and will therefore have day to day management of all assets used by the Force.
- 2.3 Section 22A of the Police Act 1996 as amended, enables two or more Police and Crime Commissioners or the Chief Officers of one or more police forces to enter into a collaborative agreement. The Police Reform and Social Responsibility Act 2011 places an additional duty on Police and Crime Commissioners and Chief Constables to keep opportunities to collaborate under review and to collaborate if it is in the interests of the efficiency or effectiveness of their own or another police force.
- 2.4 This document provides the detailed framework within which risk financing arrangements may be made collaboratively across the area covered by Bedfordshire Police, British Transport Police, Cambridgeshire Constabulary, Essex Police, Hampshire Constabulary, Hertfordshire Constabulary, Kent Police, Norfolk Constabulary, Suffolk Constabulary, Surrey Police, Sussex Police and Thames Valley Police and for which the Chief Constables have policing responsibility.

PROTECT - DRAFT

- 2.5 This Agreement is intended to constitute and operate as a collaborative agreement pursuant to Sections 22A and 23 of the Police Act 1996 as amended by the Police Reform and Social Responsibility Act 2011.

DRAFT

PROTECT - DRAFT

3. COMMENCEMENT DATES/ DURATION OF AGREEMENT

- 3.1 This Agreement and the rights and obligations of the Consortium Members shall take effect once signed by all required signatories and shall remain effective unless otherwise determined in accordance with this Agreement.

4. REVIEW

- 4.1 This Agreement, and any supporting documents, shall be reviewed within one year of coming into force (the 'Agreement Initial Review') and thereafter at intervals of not more than one year.
- 4.2 The purpose of the review will be to ensure that the arrangements detailed within this Agreement continue to be relevant, up to date with any associated legislation and continue to support the aims and objectives of the SEERPIC Board in a manner that is both efficient and effective.
- 4.3 The chair of the SEERPIC Board will be responsible for commissioning an annual performance report to all Police and Crime Commissioners and implementing any agreed recommendations to this Agreement.

5. AMENDMENT TO AGREEMENT

Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23 G(4) of the Act, this Agreement may be amended by agreement between all the Consortium Members.

6. TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by the unanimous agreement of all Parties.
- 6.2 Any signatory Party may terminate their participation in this Agreement by giving written notice of their intention to terminate ("Unilateral Termination Notice") to the other Parties.
- 6.3 Any Parties seeking to terminate this Agreement under Section 6.1 or 6.2 above must give 12 months notice in writing to expire on 1 April in any year.

Comment [a1]: Should we give a shorter notice period or use 31st March as exit date each year?

PROTECT - DRAFT

- 6.4 No such notice shall be given so as to terminate the Agreement prior to the 'Agreement Initial Review' (Clause 4.1).
- 6.5 Upon a Party committing a material breach of this Agreement ("the Defaulting Party") the remaining Parties may serve on the Defaulting Party a Termination Notice giving not less than 12 months-notice to terminate this Agreement. Such Default Termination Notice may only be served when complaints and misconduct processes have been exhausted.

Comment [a2]: Is this Notice period appropriate?

Comment [a3]: Should this term be defined? It was used in S22A template supplied by Phil Wells but not defined

7. CONSEQUENCES OF TERMINATION

- 7.1 Where any of the relevant Parties agree to terminate their participation in this Agreement under Section 6 above, then the date of termination and a relevant exit strategy will be agreed by the relevant Parties.
- 7.2 The relevant Parties terminating this Agreement under Section 6.2 above shall be liable:
- 7.2.1 To discharge their share of any contractual obligations entered into as part of this Agreement prior to the end of the notice period and;
- 7.2.2 To fulfil all other obligations due from them to other Parties in respect of this Agreement prior to and during the notice period.
- 7.3 Where this Agreement is terminated under Section 6 above, the relevant Parties will be liable for all the costs and liabilities associated with the termination of the Agreement (but not including the establishment of any replacement function) and shall meet such costs in the Agreed Cost Proportions.
- 7.4 The Consortium Members shall at all times act in good faith and provide each other with all reasonable assistance to facilitate the withdrawal of any one or all Parties from this Agreement in accordance with the terms of the Agreement.

8. MEMBERSHIP

- 8.1 Further Chief Constables, Police and Crime Commissioners and Policing Bodies may be added to this Agreement with the unanimous agreement of the Consortium Members. A written application to join SEERPIC will be considered provided:
- 8.3.1 two months written notification is given to the chair of the SEERPIC Board

PROTECT - DRAFT

- 8.3.2 all outstanding obligations under any contract entered into prior to joining SEERPIC are honoured.
- 8.2 A force may join as an Observer Member or a Full Member as per Section 9.
- 8.3 A Consortium Member may leave SEERPIC or change their status from Full Member to Observer Member provided:
 - 8.4.1 two months written notification is given to the chair of the SEERPIC Board
 - 8.4.2 all outstanding obligations under any contract entered into on its behalf are honoured.
- 8.4 A Consortium Member may seek to change their status from Observer Member to Full Member provided:
 - 8.5.1 two months written notification is given to the chair of the SEERPIC Board
 - 8.5.2 all outstanding obligations under any contract entered into prior to joining SEERPIC are honoured.
- 8.5 An application for membership or change of status shall be decided by simple majority vote by the members of the SEERPIC Board. The chair shall advise the applicant Party of the result as soon as practicable thereafter.

9. MEMBERSHIP CATEGORIES

- 9.1 Observer Members of SEERPIC commit to:
 - 9.1.1 attendance at the SEERPIC Board (optional) and SEERPIC Insurance Group meetings
 - 9.1.2 sharing information and best practice with all Consortium Members
 - 9.1.3 contributing to the cost of consultancy and services procured to support the administration of SEERPIC
 - 9.1.4 sharing all reasonable costs incurred in undertaking any SEERPIC Project that they participate in.
- 9.2 Full Members of SEERPIC commit to:

PROTECT - DRAFT

- 9.2.1 attendance at the SEERPIC Board and SEERPIC Insurance Group meetings
 - 9.2.2 actively supporting the objectives of SEERPIC
 - 9.2.3 participating in all SEERPIC Contracts as soon as it is legally able to do so and where that contract would ordinarily be procured
 - 9.2.4 seeking their own advice on how they should join the SEERPIC Contracts
 - 9.2.5 sharing all reasonable costs incurred in undertaking any SEERPIC Contract or SEERPIC Project
 - 9.2.6 providing professional resources to support any SEERPIC Contract or SEERPIC Project on a fair and equitable basis
 - 9.2.7 providing procurement, legal and other specialist support where it acts as a Lead Authority.
- 9.3 An Observer Member may participate in any SEERPIC Project but is not required to do so. An Observer Member may not participate in a SEERPIC Contract and has no voting rights in relation to any SEERPIC Contract.

10. SEERPIC BOARD

- 10.1 The SEERPIC Board shall consist of one Authorised Representative from each Consortium Member.
- 10.2 Consortium Members may send a delegate to SEERPIC Board meetings and that delegate shall be assumed to have the same mandate as the Authorised Representative.
- 10.3 Consortium Members may send more than one person to SEERPIC Board meetings but only the Authorised Representative or their delegate may vote.
- 10.4 The SEERPIC Board shall appoint a chair who shall:
 - 10.5.1 be from a Full Member
 - 10.5.2 not be from the same Consortium Member as the chair of the SEERPIC Insurance Group
 - 10.5.3 be appointed by a simple majority vote of the SEERPIC Board

PROTECT - DRAFT

10.5.4 hold tenure for a period of 2 years to run alternately to the chair of the SEERPIC Insurance Group.

10.5 The chair may be reappointed by the SEERPIC Board at the end of the tenure.

10.6 A vice-chair shall be appointed on the same basis as 10.5.

11. SEERPIC INSURANCE GROUP

11.1 The SEERPIC Insurance Group shall consist of one nominated representative or delegate from each Consortium Member. A delegate shall be assumed to have the same mandate as the nominated representative.

11.2 Forces may send more than one person to SEERPIC Insurance Group meetings but only the nominated representative or delegate may vote.

11.3 The SEERPIC Insurance Group shall appoint a chair who shall:

11.3.1 be from a Full Member

11.3.2 not be from the same Consortium Member as the chair of the SEERPIC Board

11.3.3 be appointed by a simple majority vote of the SEERPIC Insurance Group which shall be endorsed by the SEERPIC Board

11.3.4 hold tenure for a period of 2 years to run alternately to the chair of the SEERPIC Board.

11.4 A vice-chair shall be appointed on the same basis as 11.3. The vice-chair will by default assume the role of the chair of the SEERPIC Insurance Group at the end of the chair's tenure.

11.5 A secretary shall be appointed on the same basis as 10.5 and hold tenure for a period of 2 years alongside the chair of the Group.

11.6 Volunteers for the posts will be sought six months prior to the end of the chair's tenure. If there are no volunteers, the SEERPIC Board shall nominate Consortium Members to the posts.

12. ROLES AND RESPONSIBILITIES

PROTECT - DRAFT

12.1 The role of the SEERPIC Board is to:

12.1.1 set the strategic objectives of SEERPIC

12.1.2 monitor the effectiveness and value of SEERPIC and its activities

12.1.3 authorise and procure any additional external advice

12.1.4 instigate or endorse any SEERPIC Contracts or SEERPIC Projects tasked or initiated by the SEERPIC Insurance Group

12.1.5 be the final escalation point for the SEERPIC Insurance Group.

12.2 The role of the SEERPIC Insurance Group is to:

12.2.1 be the professional risk financing and insurance resource to the SEERPIC Board

12.2.2 deliver any SEERPIC Contracts or SEERPIC Projects tasked or endorsed by the SEERPIC Board

12.2.3 set up working groups to progress any SEERPIC Contracts or SEERPIC Projects

12.2.4 monitor service delivery on key SEERPIC Contracts

12.2.5 identify risks and opportunities to support the strategic objectives of SEERPIC.

12.3 The chair of the SEERPIC Board is required to:

12.3.1 organise SEERPIC Board meetings and provide administrative support

12.3.2 notify material risks and opportunities to the SEERPIC Board

12.3.3 be the final escalation point for SEERPIC contractual issues

12.3.4 represent the SEERPIC Board at external presentations and meetings

12.3.5 the vice-chair shall provide support to the chair as and when required and shall have the same rights and obligations when representing the chair.

12.4 The chair of the SEERPIC Insurance Group is required to:

PROTECT - DRAFT

12.4.1 co-ordinate SEERPIC Insurance Group meetings

12.4.2 attend the SEERPIC Board meetings on behalf of the SEERPIC Insurance Group

12.4.3 disseminate relevant information to the SEERPIC Insurance Group

12.4.4 be the initial escalation point for SEERPIC contractual issues

12.4.5 represent the SEERPIC Insurance Group at external presentations and meetings

12.4.6 the vice-chair shall provide support to the chair as and when required and shall have the same rights and obligations when representing the chair. The vice-chair shall also attend the SEERPIC Board meetings.

12.5 A Full Member shall act as a Single Point of Contact (SPOC) for each SEERPIC Contract to and shall:

12.5.1 act as a point of contact on any underwriting or claims query relating to a SEERPIC Contract that affects or may potentially affect other Consortium Members

12.5.2 liaise with the broker, insurer and/or service provider to resolve the query

12.5.3 disseminate the response to the other Consortium Members

12.5.4 attend service review meetings with the chair or vice-chair of the SEERPIC Insurance Group.

12.6 Working groups may be set up by the SEERPIC Insurance Group to support delivery of any SEERPIC Project or SEERPIC Contract which shall:

12.6.1 consist of at least three Consortium Members but no more than fifty percent of the membership

12.6.2 agree a Lead Authority

12.6.3 have the mandate to make recommendations to the SEERPIC Insurance Group.

12.7 Lead Authorities are required to:

PROTECT - DRAFT

12.7.1 provide administrative and specialist support to progress any SEERPIC Project or SEERPIC Contract

12.7.2 organise meetings for the working groups

12.7.3 provide updates to the SEERPIC Insurance Group at each bi monthly meeting and as appropriate.

13. ADMINISTRATION

13.1 The SEERPIC Board shall meet quarterly at a venue and medium determined by the chair. The chair of the SEERPIC Board may call additional meetings where reasonable.

13.2 The SEERPIC Insurance Group shall meet every two months at a venue and medium determined by the chair. The chair of the SEERPIC Insurance Group may call additional meetings where reasonable.

13.3 Administrative support for the SEERPIC Board is provided by the chair (or vice-chair where deputising) who shall:

13.3.1 circulate the agendas and supporting papers no less than one week before the SEERPIC Board meeting

13.3.2 circulate the minutes no more than two weeks after the SEERPIC Board meeting.

13.4 Administrative support for the SEERPIC Insurance Group will be provided on the following basis:

13.4.1 the chair shall circulate the agenda and supporting papers no less than one week before the SEERPIC Insurance Group meeting

13.4.2 all current SEERPIC Contracts and SEERPIC Projects shall be standing agenda items

13.4.3 the secretary will produce the minutes no more than two weeks after the SEERPIC Insurance Group meeting

13.4.4 the chair will circulate the minutes to the SEERPIC Insurance Group no more than two weeks after the SEERPIC Insurance Group meeting.

PROTECT - DRAFT

13.5 Proposals for new SEERPIC Contracts or SEERPIC Projects shall be:

13.5.1 agreed by the SEERPIC Insurance Group by a formal vote during the SEERPIC Insurance Group meeting and submitted to SEERPIC Board for endorsement with a supporting project outline or

13.5.2 tasked by the SEERPIC Board by a formal vote during the SEERPIC Board meeting.

14. VOTING

14.1 Voting at SEERPIC Board and SEERPIC Insurance Group level shall be by simple majority of those Consortium Members eligible and present to vote provided that:

14.1.1 a minimum of half the Consortium Members are required for quorum at SEERPIC Board level

14.1.2 proxy votes will be acceptable if a Consortium Member is unable to attend a meeting and the chair of the SEERPIC Board or SEERPIC Insurance Group deems it appropriate

14.1.3 the chair shall have one vote which shall be the final and casting vote in the event of no clear majority

14.1.4 Observer Members have no voting rights on SEERPIC Contracts.

15. GOVERNANCE

15.1 Each Police and Crime Commissioner will retain its statutory duty in respect of providing oversight and scrutiny of police services within the respective geographical Force area.

15.2 The Police and Crime Commissioner confirm by signing this Agreement that they have made arrangements for holding the Chief Constable of their Force to account for the discharge of functions by anyone under the direction and control of that Chief Constable who is acting under the terms of this Agreement; and that such arrangements have been notified to that Chief Constable. For the avoidance of doubt, this does not affect any other function of holding a Chief Constable to account.

PROTECT - DRAFT

~~15.3 Police and Crime Panels are to be informed of the signing of this and any additional Collaboration Agreements.~~

16. FINANCIAL ARRANGEMENTS

Comment [a4]: This document does not currently address procurement challenges (awards/costs) ???

- 16.1 Unless specifically agreed by the Police and Crime Commissioners and Chief Constables, relevant costs and income of the collaborated arrangement will be shared according to Agreed Cost Proportions. A cost apportionment formula will be based on Net Revenue Budget and subject to annual review by the Police and Crime Commissioners, Chief Constables and Chief Finance Officers to include assessment of net budget and actual expenditure and any other relevant information on demand and activity of each Force.
- 16.2 No management or administrative costs shall be charged by a Lead Authority except where agreed by the SEERPIC Board.
- 16.3 A Lead Authority or any other Consortium Member authorised by and acting on behalf of SEERPIC shall invoice Consortium Members on the agreed basis for all fees and charges properly incurred on behalf of the SEERPIC.
- 16.4 Each Consortium Member shall be individually responsible for the payment of sums due under any SEERPIC Contract.

Comment [a5]: More info required e.g.
1. What is the position if some forces do not participate in contracts where costs may be incurred?
2. BTP is an anomaly because they do not have NVB so how should they be referred to in this section?

17. INDEMNITY AND LIABILITY

Comment [a6]: This document does not currently address legal challenges (joint and several liability) ???

- 17.1 Each Consortium Member shall indemnify and keep indemnified the other Parties against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence or breach of its obligations under this Agreement.

18. PUBLICITY AND CONFIDENTIALITY

- 18.1 No press release or other form of publicity involving SEERPIC shall be made without the prior approval of the SEERPIC Board or chair.
- 18.2 Consortium Members shall:

PROTECT - DRAFT

- 18.2.1 Not alter, retain, copy or disclose or utilise any of the Consortium Members' data except as may be necessary for the operation of the Collaborative Function.
- 18.2.2 Preserve the integrity of all such data and use best endeavours to prevent loss, disclosure, theft, manipulation or other interference with it.
- 18.2.3 Immediately notify the Consortium Members if any of their data is lost, damaged, corrupted or otherwise compromised whether accidentally or otherwise.

19. INFORMATION MANAGEMENT

- 19.1 For the purposes of the Data Protection Act 1998 ("DPA"), each Force will remain the data controller for any personal information recorded on the information systems (electronic and paper) under their control (i.e. within the relevant Force's electronic network or in structured and unstructured filing systems operated and stored on the relevant Force's premises).
- 19.2 Each Force also has a responsibility to provide such information as required by the other Force in pursuit of the discharge of its responsibilities under this clause 19.
- 19.3 The activities of police officers and police staff, in respect of access to and use of information owned by the Forces will be governed by Home Force policies and where practicable these policies shall be aligned between both Forces.
- 19.4 In support of this Section 19, the Information Security Officers (ISOs) in each Force will work together to support each Force in discharging its responsibilities and will undertake to align, where practicable, Force policies which relate to Information Management as per Clause 19.3.
- 19.5 Where ISOs are involved in an investigation involving a breach of information management policies, the ISO within the Force in which the data in question is held will take primacy, supported by the ISO from the other Force.

20. FREEDOM OF INFORMATION REQUESTS

- 20.1 For the purposes of the Freedom of Information Act 2000, the Force receiving a request for information will be responsible for the handling and response to the request, in consultation with the other forces Freedom of Information Officer.

PROTECT - DRAFT

Responses should continue to reflect the separate Force status except where the information request specifically relates to collaboration issues.

- 20.2 Each Force also has a responsibility to provide such information as required by the other Force in pursuit of the discharge of its responsibilities under this clause 20.

21. RISK MANAGEMENT

- 21.1 The Consortium Members agree to establish and maintain an appropriate system for the management of risk. That system shall include, but not be restricted to:

- 21.1.1 The maintenance of risk registers in respect of business and legal risk arising from the nature of collaborative activity covered by this Agreement
- 21.1.2 An obligation upon all Consortium Members to disclose to the other Consortium Members in a timely manner any matters which could give rise to forms of liability
- 21.1.3 An obligation upon the Consortium Members to cooperate in the identification and execution of measures to minimise the likelihood and/or impact of risks being realised.

22. DISPUTE RESOLUTION

- 22.1 Any difference or dispute between any of the Consortium Members arising out of or in connection with this Agreement, including any question of the validity of this Agreement and any dispute arising before or after termination of the Agreement that cannot be resolved by the Consortium Members will be referred to the Home Office?

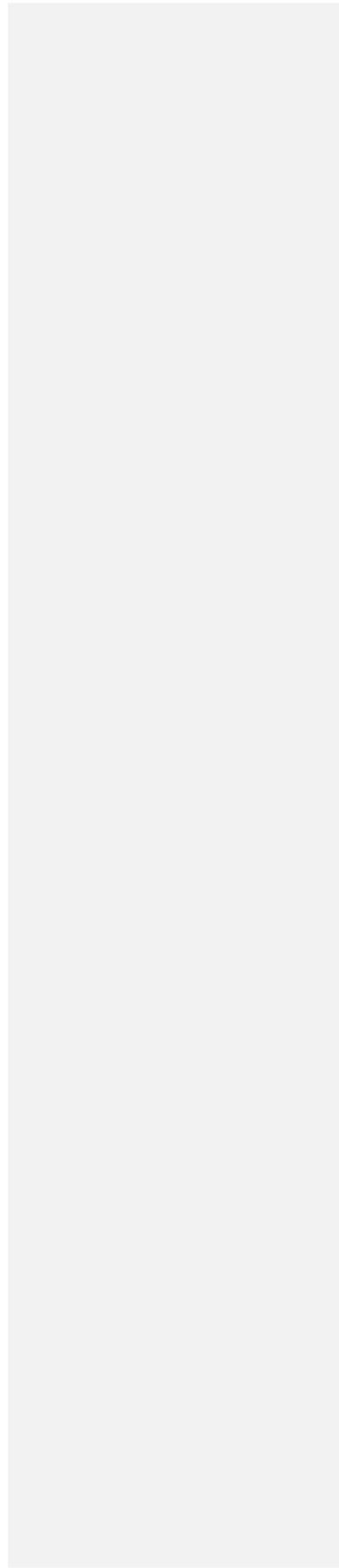
Comment [a7]: Uncertain whether this is correct?

23. PUBLICATION

- 23.1 The Consortium Members to this Agreement agree that the provisions of Section 23E Police Act 1996 will be discharged by each Party by the publication of this Agreement.
- 23.2 This Agreement will be displayed on each participating Police and Crime Commissioner's website, in line with the duty to publish information regarding such agreements.

PROTECT - DRAFT

DRAFT



PROTECT - DRAFT

24. SIGNATURES

Organisation	Name	Signature	Date
Chief Constable, Bedfordshire Police			
Police and Crime Commissioner, Bedfordshire			
British Transport Police Authority			
Chief Constable, British Transport Police			
Chief Constable, Cambridgeshire Constabulary			
Police and Crime Commissioner Cambridgeshire			
Chief Constable, Essex Police			
Police and Crime Commissioner, Essex			
Chief Constable, Hampshire Constabulary			
Police and Crime Commissioner, Hampshire			
Chief Constable, Hertfordshire Constabulary			

PROTECT - DRAFT

Police and Crime Commissioner Hertfordshire			
Chief Constable, Kent Police			
Police and Crime Commissioner, Kent			
Chief Constable, Norfolk Constabulary			
Police and Crime Commissioner, Norfolk			
Chief Constable, Suffolk Constabulary			
Police and Crime Commissioner, Suffolk			
Chief Constable, Surrey Police			
Police and Crime Commissioner, Surrey			
Chief Constable, Sussex Police			
Police and Crime Commissioner, Sussex			
Chief Constables, Thames Valley Police			
Police and Crime Commissioner, Thames Valley			

PROTECT - DRAFT

DOCUMENT CONTROL

Document Location

This document is stored in the following location:

Filename	SEERPIC S22A
Location	

Revision History

This document has been through the following revisions:

Version No.	Revision Date	Updated By	Brief Summary of Changes

Distribution

This document has been distributed to:

Name	Title	Version Issued	Date of Issue

Commissioner Hertfordshire

Local Strategic Corporation
Governance / Support