

DATED _____ 2017

**NATIONAL POLICE COLLABORATION AGREEMENT
IN RELATION TO THE CO-ORDINATING BODY KNOWN AS THE
NATIONAL POLICE CHIEFS' COUNCIL (NPCC)**

**PURSUANT TO SECTION 22A OF THE POLICE ACT 1996
(AS AMENDED)**

CONTENTS

1. BACKGROUND
2. DEFINITIONS
3. INTERPRETATION
4. COMMENCEMENT AND DURATION
5. REVIEW AND VARIATION OF THE AGREEMENT
6. ACKNOWLEDGEMENT OF PROTOCOLS
7. FUNCTIONS OF THE NPCC
8. COMMITMENTS OF THE CHIEF OFFICERS AND POLICING BODIES
9. THE NPCC CHAIR, NPCC STAFF AND DIRECTION AND CONTROL
10. THE HOST FORCE AND SUPPORT SERVICES
11. NPCC GOVERNANCE AND ACCOUNTABILITY ARRANGEMENTS
12. PREMISES AND CONTRACTS
13. ASSETS
14. POLICIES AND PROCEDURES
15. FUNDING AND BUDGET ARRANGEMENTS
16. AMENDMENTS TO FUNDING
17. DISPUTE RESOLUTION
18. ACPO – LIABILITIES IN RESPECT OF LEGACY ISSUES
19. LIABILITIES INDEMNITIES CLAIMS AND PROCEEDINGS IN RELATION TO THE RUNNING OF THE NPCC
20. HEALTH AND SAFETY
21. INSURANCE
22. TERMINATION OF THE AGREEMENT, WITHDRAWAL AND CONSEQUENCES
23. ASSIGNMENT AND NEW PARTIES
24. CONFIDENTIALITY
25. INFORMATION AND TRANSPARENCY
26. RECORDS
27. INTELLECTUAL PROPERTY
28. AUDIT AND INSPECTION
29. PUBLIC COMPLAINTS, PROFESSIONAL CONDUCT AND ENQUIRIES
30. VAT
31. NOTICES
32. WAIVER
33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
34. SEVERABILITY
35. ENTIRE AGREEMENT
36. EQUALITY AND DIVERSITY
37. LEGAL COMPLIANCE
38. GOVERNING LAW AND JURISDICTION
39. CONTINUANCE IN FORCE
40. COUNTERPARTS

SCHEDULES AND ANNEXES

SCHEDULE 1

THE ELECTION AND ROLE OF THE NPCC CHAIR AND THE VICE CHAIRS

SCHEDULE 2

NPCC GOVERNANCE AND ACCOUNTABILITY ARRANGEMENTS

SCHEDULE 2, APPENDIX 1

NPCC GOVERNANCE STRUCTURE DIAGRAM

SCHEDULE 3

DISPUTE RESOLUTION

SCHEDULE 4

NPCC FUNDING PARTIES' CONTRIBUTIONS

ANNEX 1

SERVICE LEVEL AGREEMENT

ANNEX 2

NPCC PROTOCOLS RELATING TO (A) THE HOME OFFICE AND (B) THE COLLEGE OF POLICING

THIS AGREEMENT is made on

2017

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 Police
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Derbyshire Constabulary
- (9) The Chief Constable of Devon and Cornwall Police
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary
- (22) The Chief Constable of Leicestershire Police
- (23) The Chief Constable of Lincolnshire Police

- (24) The Chief Constable of Merseyside Police
- (25) The Commissioner of Police of the Metropolis
- (26) The Chief Constable of Norfolk Constabulary
- (27) The Chief Constable of North Wales Police
- (28) The Chief Constable of North Yorkshire Police
- (29) The Chief Constable of Northamptonshire Police
- (30) The Chief Constable of Northumbria Police
- (31) The Chief Constable of Nottinghamshire Police
- (32) The Chief Constable of South Wales Police
- (33) The Chief Constable of South Yorkshire Police
- (34) The Chief Constable of Staffordshire Police
- (35) The Chief Constable of Suffolk Constabulary
- (36) The Chief Constable of Surrey Police
- (37) The Chief Constable of Sussex Police
- (38) The Chief Constable of Thames Valley Police
- (39) The Chief Constable of Warwickshire Police
- (40) The Chief Constable of West Mercia Police
- (41) The Chief Constable of West Midlands Police
- (42) The Chief Constable of West Yorkshire Police
- (43) The Chief Constable of Wiltshire Police
- (44) The Chief Constable of the British Transport Police
- (45) The Chief Constable of the Civil Nuclear Constabulary
- (46) The Chief Constable of the Ministry of Defence Police

BETWEEN THE FOLLOWING FUNDING PARTIES

- (47) Police and Crime Commissioner for Avon and Somerset

- (48) Police and Crime Commissioner for Bedfordshire
- (49) Police and Crime Commissioner for Cambridgeshire
- (50) Police and Crime Commissioner for Cheshire
- (51) Police and Crime Commissioner for Cleveland Police
- (52) Police and Crime Commissioner for Cumbria
- (53) Police and Crime Commissioner for Derbyshire
- (54) Police and Crime Commissioner for Devon and Cornwall
- (55) Police and Crime Commissioner for Dorset
- (56) Police and Crime Commissioner for Durham
- (57) Police and Crime Commissioner for Dyfed-Powys
- (58) Police and Crime Commissioner for Essex
- (59) Police and Crime Commissioner for Gloucestershire
- (60) Police and Crime Commissioner for Greater Manchester
- (61) Police and Crime Commissioner for Gwent
- (62) Police and Crime Commissioner for Hampshire
- (63) Police and Crime Commissioner for Hertfordshire
- (64) Police and Crime Commissioner for Humberside
- (65) Police and Crime Commissioner for Kent
- (66) Police and Crime Commissioner for Lancashire
- (67) Police and Crime Commissioner for Leicestershire
- (68) Police and Crime Commissioner for Lincolnshire
- (69) Police and Crime Commissioner for Merseyside
- (70) The Mayor's Office for Policing and Crime
- (71) Police and Crime Commissioner for Norfolk
- (72) Police and Crime Commissioner for North Wales

- (73) Police and Crime Commissioner for North Yorkshire
- (74) Police and Crime Commissioner for Northamptonshire
- (75) Police and Crime Commissioner for Northumbria
- (76) Police and Crime Commissioner for Nottinghamshire
- (77) Police and Crime Commissioner for South Wales
- (78) Police and Crime Commissioner for South Yorkshire
- (79) Police and Crime Commissioner for Staffordshire
- (80) Police and Crime Commissioner for Suffolk
- (81) Police and Crime Commissioner for Surrey
- (82) Police and Crime Commissioner for Sussex
- (83) Police and Crime Commissioner for Thames Valley
- (84) Police and Crime Commissioner for Warwickshire
- (85) Police and Crime Commissioner for West Mercia
- (86) Police and Crime Commissioner for West Midlands
- (87) Police and Crime Commissioner for West Yorkshire
- (88) Police and Crime Commissioner for Wiltshire
- (89) The Common Council of the City of London
- (90) British Transport Police Authority
- (91) Civil Nuclear Police Authority
- (92) The Secretary of State for Defence
- (93) Sovereign Base Area Police
- (94) The Isle of Man Constabulary
- (95) Guernsey Police
- (96) The States of Jersey Police
- (97) The Royal Military Police

- (98) The Royal Gibraltar Police
- (99) The RAF Police
- (100) The Royal Navy Police
- (101) The Ports Police Chief Officers Association

AND BETWEEN THE FOLLOWING NON FUNDING PARTIES

- (102) The National Crime Agency
- (103) The College of Policing

(together the "Parties").

1. BACKGROUND

- 1.1 As a result of the Parker Review, the Association of Chief Police Officers of England, Wales and Northern Ireland ("**ACPO**") was disbanded on or around 31 March 2015.
- 1.2 In order to deliver some of the functions that were previously carried out by ACPO, on 1 April 2015 the Parties established a new co-ordinating body known as the National Police Chiefs' Council (the "**NPCC**").
- 1.3 The NPCC enables operationally independent and locally accountable Chief Officers to co-ordinate the work of the police service in order to protect the public.
- 1.4 On 1 April 2015 the Parties entered into a collaboration agreement pursuant to Section 22A of the Police Act 1996 (as amended) which enables Chief Officers and Policing Bodies as defined in that Act and other parties to make an agreement regarding the discharge of functions by officers and staff where it is in the interests of efficiency or effectiveness of their own and other police force areas (the "**Initial Collaboration Agreement**"). The Parties agreed to collaborate with each other in relation to the establishment, running, carrying out of functions and funding of the NPCC.
- 1.5 The NPCC is a non-statutory entity. In the Initial Collaboration Agreement the Parties therefore agreed that:
 - 1.5.1 a "host force" would be responsible for employing staff, holding assets, property, contracts, finance and ICT to resource the NPCC. In the Initial Collaboration Agreement, the Parties appointed the Metropolitan Police Service to act as Host Force for the purposes of the NPCC. The Parties

agreed that the Host Force would not be solely liable for the actions of the NPCC in its role as Host Force and that any such liabilities would be shared between the Parties to the Initial Collaboration Agreement;

- 1.5.2 the Commissioner of Police of the Metropolis and the Mayor's Office for Policing and Crime were parties to the Initial Collaboration Agreement both in their capacity as a Chief Officer, and Policing Body and Funding Party (in the same manner in which the other parties to that Agreement were a Chief Officer or Policing Body and Funding Party) and in their capacity as the Host Force; and
- 1.5.3 the Parties would 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 who were not parties to the Initial Collaboration Agreement as they did not have the necessary legal powers to enter into a Collaboration Agreement but who have agreed to assist and to co-operate with the NPCC on the terms as shall be set out in separate agreements with the Chair of the NPCC.
- 1.6 At the time of finalising the Initial Collaboration Agreement it was recognised that in view of the number of Parties who had entered into the Initial Collaboration Agreement, the differing views of those Parties and the timescales required to sign the Initial Collaboration Agreement, the Initial Collaboration Agreement may require further development and refinement after the Initial Collaboration Agreement coming into effect.
- 1.7 The Initial Collaboration Agreement provided that the amendment of its provisions required the consent of all of the Parties to that Agreement and the consent of the Secretary of State (clause 5.6.1 of that Agreement).
- 1.8 On 16 April 2016, the Audit and Assurance Board of the NPCC agreed that the Initial Collaboration Agreement should be revised to review and refine the arrangements underpinning the NPCC.
- 1.9 This new Agreement is the product of that review and replaces the Initial Collaboration Agreement in its entirety as from the Effective Date.
- 1.10 In entering into the Initial Collaboration Agreement and this Agreement the Parties have had regard to 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.
- 1.11 The Parties agree that they will continue to collaborate together on the principles set out in the Initial Collaboration Agreement, specifically those principles set out in clause 1.5 above.

IT IS AGREED as follows:

2. **DEFINITIONS**

In this Agreement the following expressions have the following meaning:

Definition	Meaning
ACPO	The Association of Chief Police Officers
ACRO	The ACPO Criminal Records Office
ACRO/UKCA Board	The boards established for the purpose of the exchange of criminal records and the other activities to be performed by ACRO
ADR Notice	Has the meaning given to it in paragraph 7 of Schedule 3
Agreement	The terms of this agreement as agreed by the Parties
Annual Budget	The annual budget for the NPCC proposed by the NPCC Chair in line with the Three Year Financial Plan to present to the Chief Constables' Council for its approval in accordance with clause 15.20
Annual Delivery Plan	The annual delivery plan for the NPCC developed by the NPCC Central Office in consultation with the Coordination Committees and approved by the Chief Constables' Council the agreed content of which is set out in Schedule 2
Assets	Those tangible and non-tangible assets procured by the Host Force, or interests in assets (including property but excluding any contracts that are dealt with pursuant to clause 12 of this Agreement) which are required for the purposes of running the NPCC Central Office and listed in the Assets List including but not limited to financial assets, ICT equipment and office furniture
Assets List	The list of Assets that the NPCC Central Office shall hold and maintain comprising of information supplied by the Host Force for the purposes of running the NPCC Central Office in

Definition	Meaning
	accordance with clause 13.5 of this Agreement
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
Association of Police and Crime Commissioners (APCC)	The Association of Police and Crime Commissioners (APCC) being the national body that supports Police and Crime Commissioners (PCCs), and other local policing bodies across England and Wales
Audit and Assurance Board (AAB)	The audit and assurance board of the NPCC as further described in Schedule 2
Audit and Assurance Chair	The chair of the Audit and Assurance Board as further described in Schedule 2
Business Day	A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
Centre for Effective Dispute Resolution (CEDR)	The London-based mediation and alternative dispute resolution body
Chair (or NPCC Chair)	The person appointed by the Chief Constables' Council to the role of the Chair of the NPCC from time to time who shall be appointed as an Assistant Commissioner of the Police of the Metropolis
Chief Constables' Council (CCC)	The key decision making body of the NPCC where operationally independent Chief Officers may agree common approaches and the national coordination of the police service through the NPCC
Chief Police Officers	All officers holding a substantive or temporary rank or appointment above that of superintending rank and including non-warranted staff in roles within Chief Officer teams in the Home Office forces and the Police Service of Northern Ireland, Police

Definition	Meaning
	Service of Scotland, British Transport Police and such other organisations from time to time
Chief Officer	A chief officer of police as defined under section 101 Police Act 1996 (as amended)
COBR	The Cabinet Office Briefing Room
Code of Ethics for Policing	The code produced by the College of Policing in its role as the professional body for policing setting out the principles that every member of the policing profession of England and Wales is expected to uphold and the standards of behaviour they are expected to meet
College of Policing	The professional body that supports the training and development of police officers and police staff
College of Policing Professional Committee	The professional committee chaired by the Chief Executive of the College of Policing
Commissioner of Police of the City of London	The police officer appointed to the role of the Commissioner of Police for the City of London from time to time
Commissioner of Police of the Metropolis	The police officer appointed to the role of The Commissioner of the Metropolitan Police Service from time to time
Common Council	The Common Council for the City of London
Coordination Committees	The committees (currently 11) responsible for delivering the NPCC Annual Delivery Plan on a day to day basis and who shall report to the Chief Constables' Council as further detailed in Schedule 2
Counter Terrorism Collaboration Agreement (s22A Collaboration in relation to the National Counter Terrorism Police Head Quarters (or 'NCTPHQ Collaboration')	The collaboration agreement entered into around the date of this Agreement by some of the Parties to this Agreement in relation to the discharge of counter-terrorism activities. The Chair of the Counter Terrorism Committee is described in paragraph 4.3.2, Schedule 2.

Definition	Meaning
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 sections 9A and 10 Police Act 1996 (as amended)) and which includes legal accountability and formal decision making in relation to officers and staff
Effective Date	the date of this Agreement
Financial Year	The financial year which commences on 1 April in each year and ends on 31 March in each year
Fixed Percentage Share (FPS)	The fixed percentage share of any liabilities incurred pursuant to the terms of this Agreement to be met by each Funding Party as set out in Schedule 4
FSS Share	The fixed percentage share of any financial amounts to be paid for the NPCC funding requirements by the Policing Bodies Funding Parties as set out in Schedule 4
Funding Parties	The Parties listed under the heading 'Funding Parties' as parties to this Agreement, and Funding Party shall be construed accordingly
Funding Parties' Contribution	The annual contribution to be paid by each Funding Party which in relation to the first Financial Year of this Agreement shall be 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 the arrangements set out in clause 15.7
Good Industry Practice	The 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

Definition	Meaning
	Police Force and/or Policing Body (as applicable)
Government	The Government of the United Kingdom
Health and Safety	All requirements of the Health and Safety at Work etc Act 1974; the Police (Health & Safety) Act 1997 and all other relevant statutory or approved provisions including codes of practice and relevant guidance documents
Home Force	The home force where a police officer is a member and police staff is an employee
Home Office	The ministerial department of the Government responsible for immigration, security, and law and order and also known as the "Home Department"
Host Force	Such Police Force as may be appointed by the Parties as the host force for the purposes of hosting the NPCC collaboration from time to time, which at the date of this Agreement is the Metropolitan Police Service and/or MOPAC (as applicable)
ICT	Information and Communication Technology
Implementation Plan	The plan to deal with the consequences of notice to terminate this Agreement
Initial Collaboration Agreement	The initial s.22A collaboration agreement entered into by the Parties on 1 April 2015 and which is replaced in its entirety by this Agreement
Intellectual Property	All patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not

Definition**Meaning**

Legislation

limited to the United Kingdom) and the right to sue for passing off

Any law, statute, subordinate legislation within the meaning of section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party to this Agreement is bound to comply and Laws shall have the same meaning

Liability or Liabilities

All damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses), proceedings, demands and charges however arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise)

Metropolitan Police Service

The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London

Model Procedure

The model procedure as set out by the Centre for Effective Dispute Resolution (CEDR)

MOPAC

The Mayor's Office for Policing and Crime

National Counter Terrorism Police Services

The policing response across the UK to threats of terrorism as further described in the collaboration agreement in relation to National Counter Terrorism Policing

NCTPHQ

The National Counter Terrorism Police Headquarters

Nolan Principles

The 7 principles of public life as originally set out by Lord Nolan in 1995

Definition	Meaning
Non-Executive Member (NEM)	An individual who may sit on a NPCC Governance Body who is not appointed or employed by a Chief Officer as further detailed in Schedule 2
Non-Funding Parties	The National Crime Agency and the College of Policing
NPCC	The co-ordinating body known as the National Police Chiefs' Council to which this Agreement relates
NPCC Central Office	The office of NPCC Staff responsible for supporting the Chair and senior leadership of the police service through the provision of secretariat functions to support the NPCC Functions and located in Victoria Street as further detailed in Schedule 2 and elsewhere within the provisions of this Agreement
NPCC Contract	Has the meaning given to it in clause 12.5
NPCC Functions	Has the meaning given to it in clause 7.1
NPCC Governance and Accountability Arrangements	The NPCC governance and accountability arrangements as set out in Schedule 2
NPCC Governance Body (or Bodies)	The governance bodies of the NPCC which shall include the Chief Constables' Council, the Audit and Assurance Board, the Coordination Committees and the Performance Committee as further detailed in Schedule 2
NPCC Staff	Police Officers and members of police staff who are employed by or are officers of the Commissioner of the Police of the Metropolis (in its capacity as Host Force within this Agreement) or seconded from another Home Force to the Host Force to perform services exclusively for the NPCC Central Office in order to assist the NPCC to deliver the NPCC Functions and who are funded through the Funding Parties' Contributions

Definition	Meaning
NPoCC	The National Police Co-ordination Centre, responsible for coordinating the deployment of police officers and staff from across UK policing to support forces during large scale events, operations and in times of national crisis for example large scale flooding and civil emergencies
NPoCC Collaboration Agreement	The collaboration agreement to be entered into in relation to the running of NPoCC
NPoCC Governance Board	The governing board of the NPoCC as further described in the NPoCC Collaboration Agreement
Other Police Organisation Funding Parties	The non-Policing Body police organisations who contribute funding to the NPCC comprising The British Transport Police Authority, The Civil Nuclear Police Authority, The Secretary of State for Defence, The Sovereign Base Area Police, The Isle of Man Constabulary, Guernsey Police, The States of Jersey Police, The Royal Military Police, The Royal Gibraltar Police, RAF Police, The Royal Navy Police and the Ports Police Chief Officers Association
Parker Review	The independent review of ACPO carried out by General Sir Nick Parker KCB, CBE in 2013
Performance Committee	The supervisory body for the NPCC Chair with oversight of ethical standards, conduct and integrity and performance in relation to the Chair as further described in in Schedule 2 and elsewhere within the provisions of this Agreement
Police Force	As defined by section 101 of the Police Act 1996
Police Officer	A police officer of a Police Force who is under the Direction and Control of their applicable Chief Officer
Policing Body	Each of the 43 Police and Crime Commissioners of England and Wales as well as the MOPAC or the Common Council of the City of London and any relevant police

Definition	Meaning
	authorities
Policing Bodies Funding Parties	The 43 Policing Bodies within each Home Office Force area in England and Wales well as the MOPAC or the Common Council of the City of London and any relevant police authorities who contribute funding to the NPCC
Policing Protocol	The Policing Protocol Order 2011, which was made pursuant to section 79(1) and (5) of the Police Reform and Social Responsibility Act 2011
Protocols	The protocols set out in Annex 2
PSNI	The Police Service of Northern Ireland
Public Sector Equality Duty	The public sector equality duty under section 149 of the Equality Act 2010
Secretary of State	The person or persons appointed by the Government as the secretary of state for the Home Office with responsibility for policing and related matters
Service Level Agreement	The contract for the provision of the Support Services required for the running of the NPCC as agreed from time to time by the NPCC Chair and the Commissioner of the Police of the Metropolis the version being in force at the Effective Date set out in Annex 1
Strategic Policing Requirement	The document issued by the Secretary of State from time to time setting out the matters prescribed in s.37A of the Police Act 1996 (as introduced by s.77 of the Police Reform and Social Responsibility Act 2011)
Support Services	The support services required for the running of the NPCC Central Office which shall include (but may not be limited to) human resources, finance, legal, ICT and secretariat support services as further set out in the Service Level Agreement in Annex 1

Definition	Meaning
Term	The term of this Agreement as determined in accordance with clause 4.1
Three Year Financial Plan	The three (3) yearly budget plan for the NPCC which shall outline the proposed funding required from each Funding Party which shall form the basis of the annual budget setting process
UKCA	The United Kingdom Central Authority for the Exchange of Criminal Records
VAT	Value added tax chargeable under the Value Added Tax Act 1994
Vice Chair(s)	The two (2) individuals elected as NPCC Vice Chairs to support the NPCC Chair in carrying out the NPCC Functions as set out in Schedule 1 .

3. **INTERPRETATION**

- 3.1 Reference to any Legislation, laws, orders, regulations or other similar instrument shall be construed as a reference to such Legislation, laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent Legislation, law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 3.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 3.3 References to persons will be construed so as to include bodies corporate, partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 3.4 References to clauses, schedules, appendixes and annexures are to clauses, schedules, appendixes and annexures within this Agreement.
- 3.5 References to the parties are to the parties to this Agreement.
- 3.6 Reference to a party or person shall be to a legal party or person of whatever kind whether incorporated or incorporated, and to its successors, admitted assigns and transferees as well as its officers, members and staff.

- 3.7 The Schedules and appendices and annexures to any Schedule within this Agreement form part of this Agreement and will have the same force and effect as if expressly set out in the body of the Agreement.
- 3.8 The background information section of this Agreement and the headings to the clauses of and schedules, appendices and annexures to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 3.9 Any phrase in this Agreement introduced by the term “include”, “includes”, “including”, “included”, “in particular” and “for example” will be construed without limitation unless inconsistent with the context.
- 3.10 This Agreement is drawn up in the English language and may be translated into any language other than English provided however that the English language text shall in any event prevail in interpreting this Agreement.
- 3.11 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.

4. COMMENCEMENT AND DURATION

- 4.1 The Agreement shall be entered into on the Effective Date and, subject to clause 22, shall continue in force unless otherwise varied or terminated in accordance with the terms of this Agreement.

5. REVIEW AND VARIATION OF THE AGREEMENT

Review

- 5.1 Subject to clause 5.7, this Agreement shall be reviewed for any reason by the Parties (or such other third party organisation as the Parties agree) on a date no later than three (3) years after the Effective Date and thereafter on at least three (3) yearly intervals and any agreed variations shall be made to this Agreement with the agreement of the Parties.
- 5.2 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of the functions to be carried out by the Chair to deliver the NPCC Functions as set out in this Agreement to ensure that the objectives of this Agreement can be achieved.

Variation

- 5.3 The terms of this Agreement (subject to clause 5.7) may only be varied with the consent of all of the Parties to this Agreement and the Secretary of State.

- 5.4 Notwithstanding clause 5.3, the Secretary of State shall be entitled to direct the Parties to vary the Agreement pursuant to his/her powers under the Police Act 1996.
- 5.5 No variation of this Agreement shall be effective unless in writing and signed by the Parties.
- 5.6 This Agreement will be managed flexibly from time to time (without making variations to the terms of this Agreement) in accordance with the NPCC Governance and Accountability Arrangements in **Schedule 2** to this Agreement to accommodate changing demands, the practical requirements of running the NPCC and the way in which the NPCC may need to operate on a day to day basis in order to fulfil the NPCC Functions.
- 5.7 The Schedules and Annexes to this Agreement may be varied in writing at any time and in any circumstances by the following entities:
- 5.7.1 **Schedule 1: Role of Chair - The Commissioner of the Police of the Metropolis and Performance Committee** The Commissioner of the Police of the Metropolis (in its role of appointing the Chair) and the Performance Committee (in its role as overseeing the conduct of the Chair) may jointly agree any variation to Schedule 1;
- 5.7.2 **Schedule 2: NPCC Governance and Accountability Schedule - The Chief Constables' Council and Policing Bodies** The Chief Constables' Council (representing Chief Officers) and Policing Bodies may jointly agree any variation to Schedule 2;
- 5.7.3 **Schedule 3: Dispute Resolution – Chief Constables' Council and Policing Bodies** The Chief Constables' Council (representing Chief Officers) and the Policing Bodies may jointly agree any variation to Schedule 3;
- 5.7.4 **Schedule 4 NPCC Funding Parties Contributions - The Funding Parties** The Funding Parties may jointly agree any amendments to Schedule 4 notwithstanding that any provisional decision by the Funding Parties to amend Schedule 4 must be first referred to the Audit and Assurance Board (in its assurance role) to scrutinise and make recommendations as to the appropriateness of the proposed variation;
- 5.7.5 **Annex 1 Service Level Agreement (SLA)** – Agreement to be amended in accordance with its own terms;
- 5.7.6 **Annex 2 NPCC Protocols** - Any protocol to be amended in accordance with its own terms.

- 5.8 Any agreed variation to this Agreement and its Schedules and/or Annexes shall be provided promptly to the NPCC Central Office for inclusion within this Agreement.

6. **ACKNOWLEDGEMENT OF PROTOCOLS**

- 6.1 The Parties acknowledge that:

- 6.1.1 the Home Office and the Chair of the NPCC (on behalf of the Parties) have agreed to enter into a protocol which sets out the understanding, responsibilities and the relationship between the NPCC and the Home Office in relation to the NPCC which is included at **Annex 2, Part A** to this Agreement; and
- 6.1.2 the College of Policing and the Chair of the NPCC (on behalf of the Parties) have entered into a protocol which sets out the understanding, responsibilities and relationship between the NPCC and the College of Policing in relation to the NPCC which is included at **Annex 2, Part B** to this Agreement

(together, the "**Protocols**")

and that the Parties agree to co-operate reasonably in relation to the Protocols in order to support the intentions under such documents to be fulfilled.

- 6.2 The Parties acknowledge that a number of other collaboration agreements (including in relation to the National Counter Terrorism Police Services and NPoCC) have been entered into by some or all of the Parties to this Agreement which are connected with the NPCC Functions and that there may be some duplication between the terms of this Agreement and those other collaboration agreements. In the event of any conflict or inconsistency between this Agreement and any such other collaboration agreement, then the terms of this Agreement shall take precedence.

7. **FUNCTIONS OF THE NPCC**

- 7.1 The NPCC will have the following functions (the "**NPCC Functions**"):

- 7.1.1 the co-ordination of national operations including defining, monitoring and testing force contributions to the Strategic Policing Requirement working with the National Crime Agency where appropriate;
- 7.1.2 the command of counter terrorism operations and delivery of counter terrorist policing through the national network as set out in the Counter Terrorism Collaboration Agreement ('NCTPHQ Collaboration');

- 7.1.3 the co-ordination of the national police response to national emergencies and the co-ordination of the mobilisation of resources across force borders and internationally ('NPoCC Collaboration Agreement');
- 7.1.4 the national operational implementation of standards and policy as set by the College of Policing and Government;
- 7.1.5 to work with the College of Policing, to develop joint national approaches on criminal justice, value for money, service transformation, information management, performance management and technology; and
- 7.1.6 where appropriate, to work with the College of Policing in order to develop joint national approaches to staff and human resource issues, including misconduct and discipline, in line with the Chief Officers' responsibilities as employers;

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

- 7.2 The Parties recognise and agree that whilst the Police Service of Scotland and the Police Service of Northern Ireland are not parties to this Agreement as they do not have the necessary legal powers to enter into it these parties have agreed to assist to co-operate with the NPCC on the terms set out in separate agreements with the Chair of the NPCC.

8. **COMMITMENTS OF THE CHIEF OFFICERS AND POLICING BODIES**

- 8.1 Each Chief Officer shall:

- 8.1.1 observe the provisions of this Agreement;
- 8.1.2 do all things necessary to assist the Chair in the running of the NPCC;
- 8.1.3 do all things reasonably necessary to support the NPCC Functions;
- 8.1.4 subject to clause 8.2 comply with and assist with any operational requirements or responsibilities of the NPCC in the manner agreed by the Chief Constables' Council;
- 8.1.5 subject to clause 8.2 comply with the decisions of the Chief Constables' Council in relation to the NPCC matters; and
- 8.1.6 provide such assistance to the Host Force in relation to the carrying out of its functions for the NPCC or its responsibilities under this Agreement as it may reasonably require.

- 8.2 In the event that a Chief Officer determines that it would not be reasonably practicable to comply with a decision of the Chief Constables' Council, he/she shall be entitled to derogate from that decision at their own risk. In such circumstances, the relevant Chief Officer shall notify the Chair in writing of the relevant derogation and the reasons for that derogation. This Agreement does not supersede or vary the legal requirements of the office of constable. It is recognised that a Chief Officer remains operationally independent.
- 8.3 The Policing Bodies shall perform the roles which are applicable to them as set out in this Agreement and specifically in the NPCC Governance and Accountability Arrangements as set out in **Schedule 2**.
- 8.4 The Parties acknowledge the requirement for Chief Officers to remain operationally independent pursuant to the terms of the Policing Protocol.

9. THE NPCC CHAIR, NPCC STAFF AND DIRECTION AND CONTROL

NPCC Chair

- 9.1 The Chair shall be elected by all Chief Police Officers in accordance with the process set out in **Part 1 of Schedule 1** to this Agreement.
- 9.2 The Chair shall be responsible for the matters set out in **Part 2 of Schedule 1** to this Agreement.
- 9.3 The Chair in post at the Effective Date is appointed by the Commissioner of Police of the Metropolis pursuant to section 45 (3) of the Police Reform and Social Responsibility Act 2011 as an Assistant Commissioner of the Metropolitan Police Service and it is the agreed intention that any future Chair shall be appointed in the same manner.
- 9.4 Other than as set out in clause 9.6, the Chair is treated as independent from the Commissioner of Police of the Metropolis and outside of the chain of command of the Commissioner of Police of the Metropolis. The Chair shall not take day to day instructions or supervision from the Commissioner of Police of the Metropolis. The Chair has been appointed solely to serve to discharge the function of the Chair of the NPCC and will have no other operational responsibilities in relation to the Metropolitan Police Service.
- 9.5 The Parties agree that the Chair shall:
- 9.5.1 have no more accountability to one Police Force than to another Police Force and shall be equally accountable to each of the Parties;
 - 9.5.2 provide leadership and shall be accountable for the day to day running of the NPCC to the Chief Constables' Council; and

9.5.3 carry out any functions assigned to him/her in the Governance and Accountability Arrangements in **Schedule 2 to this Agreement**.

9.6 The Commissioner of Police of the Metropolis shall only exercise such Direction and Control in relation to the Chair as is compatible with the Commissioner of the Police of the Metropolis' membership of the Chief Constables' Council. However, the Parties agree that if there are any disciplinary issues in relation to the Chair then these shall be dealt with by the Commissioner of Police of the Metropolis in accordance with any recommendation provided by the Performance Committee to the Commissioner of Police of the Metropolis in accordance with **Schedule 2**.

9.7 The Chair shall be entitled to bring any employment claims directly against the Commissioner of Police of the Metropolis as permitted by legislation. Any liability resulting from a claim against the Commissioner of the Metropolis shall be dealt with under clause 19 (Liabilities Indemnities Claims and Proceedings in relation to the running of the NPCC).

9.8 The Parties agree that such derogation from the usual chain of command and control as set out in section 4(3) of the Police Reform and Social Responsibility Act is allowed pursuant to the provisions of section 4(6) of the Police Reform and Social Responsibility Act which states that section 4(3) of that Act is subject to any provision included in a collaboration agreement.

NPCC Staff

9.9 The Parties acknowledge that as the NPCC is a non-statutory entity the NPCC cannot employ NPCC Staff in its own right to carry out the functions of the NPCC Central Office. It is therefore agreed that it may be necessary to appoint officers and members of staff from any of the Parties to work in the NPCC Central Office to undertake and exercise the duties and functions required for the running of the NPCC subject to the terms of any applicable secondment arrangements as may be agreed by the relevant Party(ies).

9.10 The NPCC Staff may comprise the following individuals:

9.10.1 police officers who are members of, and police staff who are employed by, the Host Force/Commissioner of the Police of the Metropolis and funded through the arrangements set out in this Agreement and attached to the NPCC Central Office to exclusively perform services in order to assist the Chair to deliver the NPCC Functions; and

9.10.2 police officers who are members of, and police staff who are employed by, another force (his/her "Home Force") and who are seconded to the Host Force and funded through the arrangements set out in this

Agreement to exclusively perform services within the NPCC Central Office in order to assist the Chair to deliver the NPCC Functions.

- 9.11 During any secondment or attachment period, NPCC Staff shall take their day to day instructions and duties from the Chair (or from an officer or member of staff lawfully delegated by the Chair to provide instructions to the NPCC Staff) to deliver the NPCC Functions including such duties which may not be within the scope of the individual's normal duties but which it is agreed by his/her Chief Officer through any secondment or attachment agreement the individual is capable of undertaking.
- 9.12 Notwithstanding clause 9.11 above:
- 9.12.1 in relation to those individuals identified in clause 9.10.1 above, the Chief Officer of the Host Force shall retain Direction and Control of such officers and members of police staff and shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and pay (including pay adjustments), welfare, pensions matters and all other appointment and employment matters relating to those individuals; and
- 9.12.2 in relation to those individuals identified in clause 9.10.2 above, the Chief Officer of the relevant Home Force shall retain Direction and Control of such officers and members of police staff and shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and pay (including pay adjustments), welfare, pensions matters and all other appointment and employment matters relating to those individuals.
- 9.13 During any secondment or attachment period, the individual on secondment or attachment will continue to be employed by their Home Force and shall be subject to such secondment terms and conditions which are agreed by their Home Force.
- 9.14 In relation to any police officer or member of police staff who may sit on a body established under the NPCC Governance and Accountability Arrangements or Coordination Committee as described in **Schedule 2** to this Agreement, the Chief Officer of the Home Force that appoints any police officer or employs any member of police staff shall retain Direction and Control of such officers and members of police staff and shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and pay (including pay adjustments), welfare, pension matters, other appointment and employment matters, and health and safety issues, subject to the remaining terms of this Agreement, specifically Clause 21 (Insurance).
- 9.15 All NPCC Staff shall be funded through the funding arrangements set out in this Agreement. Where an individual is seconded by his/her Home Force or attached

to work for the NPCC Central Office the Policing Body of that Police Force shall be re-imbursed by the Host Force on behalf of the Funding Parties for all pay and associated appointment/employment costs, such costs to be met by the Funding Parties under the funding arrangements set out in clause 15.

- 9.16 For the avoidance of doubt all officers or staff of the Host Force who are as part of their day to day role performing the Support Services for the benefit of the NPCC shall continue to be under the Direction and Control and the day to day management of the Chief Officer of the Host Force and shall not be included within the definition of NPCC Staff.
- 9.17 All Parties must co-operate to ensure the smooth running of the NPCC and seek to minimise any employment law and other Liabilities relating to the appointment of the staff required to perform the services in order to deliver the NPCC Functions. Any Liabilities incurred pursuant to the arrangements set out in this clause 9 shall be dealt with in accordance with the provisions of clause 19.

10. THE HOST FORCE AND SUPPORT SERVICES

The Host Force

- 10.1 The NPCC is a non-statutory entity that is a collaboration between the Parties under the terms of this Agreement. Accordingly, the Parties agree that a Police Force shall be appointed by the Parties from time to time to act as Host Force for the purposes of hosting the NPCC collaboration arrangements including the entering into of legal arrangements for the NPCC on behalf of the Parties.
- 10.2 At the Effective Date the Metropolitan Police Service and its corresponding policing body MOPAC (as may be applicable within the context of this Agreement) is the incumbent Host Force.
- 10.3 Subject to clause 10.5, the Host Force shall be responsible for the following functions in order to assist the Chair to deliver the NPCC Functions as set out in this Agreement:
- 10.3.1 appointing the Chair (clause 9.3);
 - 10.3.2 appointing and employing police officers and police staff to exclusively perform services in the NPCC Central Office in order to assist the Chair to meet the NPCC Functions (clause 9.10.1);
 - 10.3.3 hosting police officers who are members of, and police staff who are employed by, another force (the "Home Force") and seconded to the Host Force to exclusively perform services in the NPCC Central Office in order to assist the Chair meet the NPCC Functions (clause 9.10.2);

- 10.3.4 assisting in the administration of the recruitment and selection of NPCC Staff in accordance with the requirements of the Chair;
 - 10.3.5 arranging NPCC premises (clause 12);
 - 10.3.6 entering into contracts (clause 12) including for the provision of any Support Services which are not provided by the Host Force itself under the Service Level Agreement; and
 - 10.3.7 holding Assets (clause 13).
- 10.4 If the Police Force appointed as Host Force wishes to withdraw from its role as the Host Force, it shall inform the Chair and serve a notice to the the Audit and Assurance Board setting out that it wishes to cease the hosting function and the reason for this. The Host Force shall cease to act as Host Force (but shall otherwise remain a party to this Agreement) no less than 12 months (or such other date agreed between the Host Force and the Audit and Assurance Board) following the date of the relevant notice.
- 10.5 The Parties acknowledge that although an alternative force to the Metropolitan Police Service may be able to provide the hosting arrangement comprising the provision of the Support Services and the functions set out in this Agreement the Metropolitan Police Service is the only Police Force that can legally employ more than one person at the rank of Chief Constable (the equivalent of which within the Metropolitan Police Service is the Assistant Commissioner and which is the role required for the Chair) pursuant to Section 45 of the Police Reform and Social Responsibility Act 2011.
- 10.6 If the Metropolitan Police Service withdraws from its role as the Host Force pursuant to clause 10.4, the Audit and Assurance Board shall determine whether there is an alternative way of hosting the NPCC arrangements at the relevant time (taking into consideration that any other Police Force may be able to provide the host functions set out in this Agreement) in which case the Parties may agree to 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 Police Force. The Host Force requirements set out in this Agreement shall be binding on any alternative hosting body (unless otherwise agreed between the Parties).
- 10.7 Notwithstanding clause 10.6, the Parties agree that this Agreement shall terminate in accordance with the notice provisions set out in clause 10.4 in such circumstances where the Metropolitan Police Service withdraws as the Host Force if no alternative arrangement can be found to the Commissioner of Police of the Metropolis employing the Chair.

- 10.8 The functions of the NPCC Central Office are set out in **Schedule 2** to this Agreement. The Chair shall select people for roles required within the NPCC Central Office structure who shall be responsible for assisting the Chair in discharging the NPCC Functions. Such persons shall be employed by the Host Force or seconded to the Host Force from his/her Home Force as may be applicable pursuant to clauses 9.9 to 9.16 of this Agreement.
- 10.9 The Chair may revise the NPCC Central Office structure from time to time to reflect the Parties' requirements for running the NPCC on the basis of value for money principles. Any additional funding required by the Chair to enable him/her to revise the NPCC Central Office structure must be agreed in advance by the Chief Constables' Council and the Policing Bodies. Any additional funding shall be provided by the Funding Parties in proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

Support Services

- 10.10 From the Effective Date the Metropolitan Police Service is the incumbent Host Force and shall provide the Support Services to assist the Chair to deliver the NPCC Functions.
- 10.11 The Host Force shall provide Support Services for the NPCC in accordance with:
- 10.11.1 the Service Level Agreement (**Annex 1** to this Agreement);
 - 10.11.2 Legislation;
 - 10.11.3 value for money principles;
 - 10.11.4 Good Industry Practice; and
 - 10.11.5 such other standards as are agreed between the Parties from time to time.
- 10.12 Any contracts to be entered into by the Host Force in connection with the Support Services shall comply with the provisions of clause 12 and all Legislation including for the avoidance of doubt procurement Legislation.
- 10.13 The Chair and the Host Force shall be entitled to agree a variation to the Support Services which are provided by the Host Force for the benefit of the NPCC (including any applicable Service Level Agreement in force at the time, subject to its terms) without requiring any amendment to the remainder of this Agreement. The costs of the Host Force providing any additional Support Services under a revised Service Level Agreement shall be shared between the Funding Parties in direct proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

10.14 The Parties agree that the Host Force may outsource the provision of one or more Support Services to an alternative Police Force, public body or third party contractor from time to time. In such circumstances the Host Force shall:

10.14.1 wherever reasonably practicable in advance of any proposed outsourcing consult with the Chair in relation to the appointment of any incoming provider, the impact that this may have upon the provision of the Support Services and the cost of providing the Support Services; and

10.14.2 use all reasonable endeavours to procure that any incoming provider shall comply with the standards set out in clause 10.11 and shall use all reasonable endeavours to maintain the standard of the Support Services that are provided for the benefit of running the NPCC.

10.15 Where the Parties through the Chief Constables' Council provide notice to the Host Force that they no longer wish to accept some or all of the Support Services from the Host Force, the Funding Parties shall be responsible for the costs incurred by the Host Force in ceasing that provision in direct proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

10.16 The Host Force shall be entitled to charge the Parties for the provision of the Support Services which will be set out in the Service Level Agreement. If it is determined by the Parties that they will obtain Support Services from an alternative provider, the Host Force shall not be entitled to charge the Parties for these Support Services.

10.17 Any Liabilities that the Host Force may incur due to it carrying out its obligations in this clause 10 (including any breakage costs or other Liabilities incurred as a result of some or all of the Support Services ceasing to be provided by the Host Force) shall be dealt with in accordance with clause 19.

11. NPCC GOVERNANCE AND ACCOUNTABILITY ARRANGEMENTS

11.1 The Parties agree that each Chief Officer and each Policing Body enter into this Agreement in their capacity as such under sections 1 to 4 of the Police Reform and Social Responsibility Act 2011 (with the exception of in the City of London whereby the Common Council remains the Policing Body under the Police Act 1996 and the Police and Crime Commissioner is appointed under the City of London Police Act 1839) and not as individuals.

11.2 The Parties agree that the NPCC is not a legal entity in its own right and as such clear and effective governance and accountability arrangements are required to ensure that the NPCC can operate efficiently and effectively.

11.3 Each Party (including for the avoidance of doubt the Host Force acting in that capacity) shall agree to be bound by the NPCC Governance and Accountability

Arrangements set out at **Schedule 2** to this Agreement and which may be revised from time to time in accordance with the terms of this Agreement.

11.4 Each Party agrees that:

11.4.1 the NPCC and the NPCC Governance Bodies set out in the NPCC Governance and Accountability Arrangements are not legal entities in their own right;

11.4.2 it shall take whatever steps are within its reasonable control in order to give effect to the NPCC Governance and Accountability Arrangements including the proper functioning of the NPCC Governance Bodies;

11.4.3 it shall procure that, to the extent it may be represented on or has control over a member of an NPCC Governance Body, the NPCC Governance Body shall 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, a NPCC Governance Body) subject to and in accordance with the NPCC Governance and Accountability Arrangements or as referred to in this Agreement as being applicable to a NPCC Governance Body; and

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

11.5 The Parties agree that the:

11.5.1 **Chief Constables' Council** is the key decision making structure for the NPCC where Chief Officers can agree common approaches and the national coordination of policing;

11.5.2 **Audit and Assurance Board** shall hold the NPCC (through the NPCC Chair) to account for the way in which it delivers the NPCC Functions, shall scrutinise, review and comment on the Annual Delivery Plan from the NPCC Central Office and shall monitor and review the NPCC's progress and risks against the Annual Delivery Plan;

- 11.5.3 **Coordination Committees** (at the date of this Agreement covering 11 NPCC business areas as set out in **Schedule 2**) shall be responsible for delivering the annual work programme of the NPCC on a day to day basis alongside the College of Policing and its statutory responsibilities for standard setting;
- 11.5.4 **Performance Committee** shall, in the absence of any specific statutory framework governing the role of the NPCC Chair, have oversight of the ethical standards, conduct, integrity and performance of the Chair and any complaints made in relation to the Chair and shall be responsible for recommending to the Commissioner of the Police of Metropolis (in his/her role as the appropriate authority of the individual appointed as the NPCC Chair) any action in respect of misconduct; and
- 11.5.5 **NPCC Central Office** shall be responsible for the day to day business of the NPCC, supporting the Chair and Chief Officers to achieve the NPCC Functions.
- 11.6 The structures and any sub-structures of the NPCC Governance Bodies described in clause 11.5 shall be at the discretion of the chair of the relevant body.
- 11.7 Nothing in this Agreement shall fetter the ability of the Chair to articulate his/her professional view or to represent the professional views as agreed by the Chief Constables' Council and the Coordination Committees on behalf of the NPCC.

12. **PREMISES AND CONTRACTS**

Premises

- 12.1 At the Effective Date the Chair and the NPCC Central Office are based in Victoria Street in London. The location base of the Chair and the NPCC Central Office may be changed within the Metropolitan police district as agreed between the Chair and the Host Force.
- 12.2 If it is determined by the Chief Constables' Council that alternative accommodation is required for the Chair and the NPCC Central Office the Chair shall (in accordance with any terms of the Service Level Agreement as may be applicable) request that the Host Force use reasonable endeavours to procure such suitable alternative location for the Chair and the NPCC Central Office within the Metropolitan police district. The costs of the alternative location shall be the subject of approval of the Audit and Assurance Board and any costs committed in connection with procuring the alternative location shall be paid to the Host Force by the Funding Parties in direct proportion to the FPS.

- 12.3 MOPAC (on behalf of 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.

Contracts

- 12.4 MOPAC (on behalf of the Host Force) shall enter into any contracts which are required for the purposes of the NPCC (which may include contracts in relation to works, services, goods or premises) and in doing so shall comply with its obligation to ensure that any contracts are entered into in accordance with value for money principles.

- 12.5 Any contracts which are required to be entered into by MOPAC for the purposes of the NPCC shall be referred to as the 'NPCC Contracts'.

- 12.6 Where MOPAC enters into a contract solely for the benefit of the NPCC and not in relation to any wider services to be provided to the Metropolitan Police Service:

12.6.1 the Host Force shall in consultation with the Chair finalise the terms of the NPCC Contract with the relevant supplier within the arrangements agreed between the Host Force and the Chief Constables' Council and shall ensure that any NPCC Contract is agreed on reasonable commercial terms;

12.6.2 MOPAC shall enter into the relevant NPCC Contract in accordance with the MOPAC scheme of governance as in force from time to time and shall ensure that this is compliant with all Legislation including for the avoidance of doubt procurement Legislation as may be applicable to a NPCC Contract; and

12.6.3 any amounts payable by MOPAC or the Host Force under any NPCC Contract shall be met by the Funding Parties in proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

- 12.7 Any Liabilities that MOPAC or the Host Force may incur due to it carrying out its obligations in this clause 12 shall be dealt with in accordance with clause 19.

13. ASSETS

- 13.1 The Chair shall be responsible for ensuring that there are sufficient and suitable Assets to ensure that the NPCC Central Office can run effectively for the duration of this Agreement.

- 13.2 All Assets required for delivering the NPCC Functions shall be held by the Host Force for the benefit of the Funding Parties.

- 13.3 MOPAC shall be the legal owner of the Assets in its role as Host Force and shall:
- 13.3.1 be responsible for the maintenance and repair of the Assets, the cost of which shall be re-imbursed to the Host Force/MOPAC by the Funding Parties in proportion to their FPS in accordance with the funding arrangements set out in this Agreement;
 - 13.3.2 not dispose of any Assets without the prior consent of the Chair.
- 13.4 If any new Assets are required for the functioning of the NPCC, the following procedure shall apply:
- 13.4.1 the Chair shall be responsible for identifying any new Assets which are required including any specific requirements of the Assets which are required;
 - 13.4.2 any new Assets (including the cost of such new Assets) shall be agreed by the Chief Constables' Council;
 - 13.4.3 once the requisite approval has been given, MOPAC shall enter into any such contracts to purchase such Assets and the Host Force shall be responsible for the maintenance of such Assets in accordance with clause 13.3.1;
 - 13.4.4 the Host Force and MOPAC shall comply with its own policies and all Legislation including for the avoidance of doubt procurement Legislation in acquiring and maintaining any new Assets; and
 - 13.4.5 the cost of acquiring any new Assets shall be met by the Funding Parties in proportion to their FPS in accordance with the funding arrangements set out in this Agreement.
- 13.5 The NPCC Central Office shall compile, hold, maintain and make available to the Audit and Assurance Board on an annual basis (or at any other time as directed by the Audit and Assurance Board upon the provision of reasonable notice) a comprehensive and up to date Assets List which shall include, as a minimum, date of purchase, the location of the Asset and their latest audited value.
- 13.6 The NPCC Central Office shall make available an up to date version of the Assets List to any Party upon the provision of reasonable notice.
- 13.7 In the event of a change of the Host Force under the terms of this Agreement and, in any event, on every fifth (5th) anniversary of the Effective Date (or any time directed by the Audit and Assurance Board) an independent valuation of the Assets shall take place. The valuation shall be carried out as directed by the Audit and Assurance Board and the costs shall be borne by the Funding Parties in

proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

13.8 Upon the termination of this Agreement, the Audit and Assurance Board shall agree a plan for the allocation or realisation of the Assets provided always that:

13.8.1 Any realised funds from a sale of Assets are set off against outstanding liabilities incurred from the running of the NPCC; and

13.8.2 in the event that any physical Assets remain unsold after the process set out in clause 13.8.1 has been followed then those Assets shall be referred to the Audit and Assurance Board for determination including making a recommendation to offer Assets to a Funding Party on a first refusal basis ; and

13.8.3 in the event that any funds remain after the process set out in clause 13.8.2 has been followed then those funds shall be distributed between the Funding Parties in proportion to their FPS.

13.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 13 shall be dealt with in accordance with clause 19.

14. **POLICIES AND PROCEDURES**

The Chair shall be responsible for ensuring that the NPCC Central Office complies with all policies and procedures of the Host Force unless where the Chair can demonstrate to the Host Force that the applicable policy or procedure is not conducive to the NPCC Functions in which case the Chair and the Host Force at their discretion shall agree any appropriate amendments or derogations from such policy and procedure.

15. **FUNDING AND BUDGET ARRANGEMENTS**

15.1 The Parties acknowledge that this Agreement is a collaboration between 103 Parties comprising:

NUMBER	PARTY
43	Chief Officers of Home Office Police Forces for England and Wales
3	Chief Officers of: <ul style="list-style-type: none"> i. the British Transport Police, ii. the Civil Nuclear Constabulary, and iii. the Ministry of Defence Police

55	<p>Funding Parties (the "Funding Parties") comprising:</p> <p>(a) 43 Policing Bodies in each Home Office Force area in England and Wales (the 'Policing Bodies Funding Parties'); and</p> <p>(b) 12 other police organisations (collectively, the 'Other Police Organisations Funding Parties):</p> <ul style="list-style-type: none"> i. The British Transport Police Authority ii. The Civil Nuclear Police Authority iii. The Secretary of State for Defence iv. The Sovereign Base Area Police v. The Isle of Man Constabulary vi. Guernsey Police vii. The States of Jersey Police viii. The Royal Military Police ix. The Royal Gibraltar Police x. The RAF Police xi. The Royal Navy Police xii. The Ports Police Chief Officers Association
2	<p>Non-Funding Parties (the "Non-Funding Parties") comprising:</p> <ul style="list-style-type: none"> i. The National Crime Agency ii. The College of Policing
Total: 103	

15.2 The Parties acknowledge that the Police Service of Scotland and PSNI are not parties to this Agreement and it is therefore intended by the Parties that the Police Service of Scotland and PSNI shall not be included within the definition of a "Funding Party".

- 15.3 The Funding Parties shall be responsible for funding the NPCC's financial requirements under the terms of this Agreement.
- 15.4 Each Funding Party has agreed to contribute a fixed percentage share ('**Fixed Percentage Share**' or '**FPS**') of the Funding Parties' Contributions to the NPCC's funding requirements which shall remain in place for this duration of this Agreement subject to the clause 5 (Review and Variation).
- 15.5 The FPS of each Funding Party is set out in **Schedule 4** to this Agreement.
- 15.6 Any provisional decision by the Funding Parties to vary Schedule 4 must be first referred to the Audit and Assurance Board (in its assurance role) to scrutinise and make recommendations as to the appropriateness of the proposed variation before it is presented to Chief Constables' Council for a final decision.
- 15.7 The Funding Parties' Contributions shall comprise:
- 15.7.1 **89%** of the total NPCC funding requirements to be met by the **Policing Bodies Funding Parties** in accordance with their FSS Share; and
- 15.7.2 **11%** of the total NPCC funding requirements to be met by the **Other Police Organisation** in accordance with a percentage set out in **Schedule 4** to this Agreement.
- 15.8 The Parties agree that whilst the monetary level of Funding Parties' Contributions may change over time, the relative proportion of each Funding Parties' Contributions by way of FPS to the NPCC's funding requirements shall remain fixed.
- 15.9 The Parties agree that the aggregate of the Funding Parties' Contributions from time to time shall always equal 100% of the NPCC's required budget for each Financial Year.
- 15.10 The Funding Parties' Contributions for the Financial Year 2016/2017 are set out in **Schedule 4** to this Agreement. In relation to each subsequent Financial Year the amount that is determined to be paid by each Funding Party shall be calculated pursuant to clause 15.7.
- 15.11 The Funding Parties may request the Audit and Assurance Board, at such intervals as are determined necessary at the time, to review and provide scrutiny as to whether the FPS formula to be used to calculate the financial contributions to be made by the Funding Parties as set out in this clause 15 is appropriate or whether an alternative funding formula should be used.
- 15.12 If the Funding Parties agree that an alternative formula should be used to calculate the Funding Parties' Contributions, the Funding Parties shall agree a

variation of **Schedule 4** to reflect the new formula to be used to calculate the Funding Parties' Contributions.

- 15.13 Within 30 Business Days following receipt of an invoice from the Host Force, each of the Funding Parties shall pay to the Host Force for the NPCC:

15.13.1 in relation to the Financial Year which commences upon the Effective Date of this Agreement (2017/18), the Funding Parties' Contribution amount set out within the table in **Schedule 4** by way of a lump sum; and

15.13.2 for each Financial Year thereafter the amount that is agreed to be paid by that Funding Party pursuant to clause 15.7 and which shall be determined by reference to the relevant budget for that Financial Year and shall be paid by each Funding Party by way of an annual lump sum, payable in advance; and

15.13.3 any additional amounts to be paid in respect of Liabilities which may be incurred by the Host Force or otherwise pursuant to the terms of this Agreement from time to time, and are to be shared between the Funding Parties as determined pursuant to clause 19, or any additional amounts to be paid to the Host Force under the terms of this Agreement.

- 15.14 In relation to the Funding Parties' Contribution to be paid by the Host Force an internal invoice will not need to be generated but the Host Force shall be required to transfer its Funding Parties' Contribution into the relevant account set up for the NPCC in accordance with the timeframes set out in clause 15.13.

NPCC Budget Arrangements

- 15.15 The Parties agree that the NPCC Annual Budget in place at the Effective Date is based upon the arrangements set out in the Initial Collaboration Agreement and relates to the Financial Year 2017/2018. This is set out in **Schedule 4** to this Agreement.

- 15.16 Each third (3rd) year following the anniversary of the Effective Date, the Audit and Assurance Board shall scrutinise, review and make recommendations for a long term budget plan for the NPCC (the "**Three Year Financial Plan**") to be agreed by the Funding Parties which shall outline the funding required from each Funding Party for the following three (3) year period. The Three Year Financial Plan shall form the basis of the Annual Budget.

- 15.17 The Three Year Financial Plan shall reflect the requirements of the NPCC Chair to support the work in relation to carrying out the NPCC Functions.

- 15.18 The Three Year Financial Plan shall reflect any applicable political and environmental factors which may impact on the level of expenditure required to enable the NPCC (which shall include the NPCC Central Office) to operate effectively.
- 15.19 The Three Year Financial Plan shall be reviewed periodically by the NPCC Chair (supported by the NPCC Central Office) during every three (3 year) period and any requirement or request to review and/or revise the Three Year Financial Plan shall be referred to the Audit and Assurance Board for scrutiny, review and recommendation to the Parties.

Annual Budget

- 15.20 The NPCC Chair (supported by the NPCC Central Office) shall propose an Annual Budget in line with the Three Year Financial Plan to present to the Chief Constables' Council for its approval no less than three (3) months prior to the start of each Financial Year. It is acknowledged that the Annual Budget is likely to be presented to Chief Constables' Council as its annual January meeting.
- 15.21 The Chief Constables' Council shall approve the Annual Budget which shall be reviewed by the Audit and Assurance Board.
- 15.22 The Annual Budget shall set out for the Parties, including the Funding Parties:
- 15.22.1 how the NPCC funding shall be spent in the next Financial Year;
 - 15.22.2 the NPCC income and expenditure which will form the basis of quarterly reporting to the Audit and Assurance Board; and
 - 15.22.3 the NPCC staffing costs and operating expenses.
- 15.23 The Annual Budget shall be uploaded onto the Host Forces' ICT system.
- 15.24 The NPCC Chair (supported by the NPCC Central Office) shall provide quarterly reports and full year forecasts on the Annual Budget to the Audit and Assurance Board.
- 15.25 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 the NPCC.

16. AMENDMENTS TO FUNDING

- 16.1 If at any time the Chair considers that the Annual Budget for a specific Financial Year shall be exceeded in order to meet anticipated, current or future expenditure, the Chair shall notify the Chief Constables' Council of:

- 16.1.1 the budget that will be exceeded and by how much the budget will be exceeded; and
 - 16.1.2 the reasons for the budget will be exceeded including the steps that are being taken to minimise any such excess.
- 16.2 In exceptional circumstances only, the Chief Constables' Council shall agree to the Annual Budget being exceeded and shall determine how that excess budget shall be funded between the Funding Parties. If Chief Constables' Council approval is granted then the Annual Budget may be extended by the sum agreed. The Parties shall procure that the Chair shall notify the Audit and Assurance Board of the approved Annual Budget excess as soon as reasonably practicable following the approval by the Chief Constables' Council.
- 16.3 In the event that the budget request made by the Chair under clause 16.1 is not agreed by the Chief Constables' Council then the Chair will be required to make arrangements to reduce NPCC expenditure in order to not exceed the Annual Budget.
- 16.4 Notwithstanding the provisions of clauses 16.1 and 16.2, if the Host Force incurs any additional costs including in respect of:
 - 16.4.1 salary, pensions or other costs associated with the employment or engagement or the termination of any employment or engagement of NPCC Staff and the Chair;
 - 16.4.2 rent or other charges arising under any lease arrangement to meet the property requirements of the NPCC;
 - 16.4.3 charges payable under or in respect of any contract for the supply of goods and services or insurance policy as required for the NPCC in accordance with the terms of this Agreement,

which are in excess of the amounts included to calculate the budgetary arrangements and the agreed Funding Parties' Contributions referred to in clause 15, 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 proportion to their FPS in accordance with the funding arrangements set out in this Agreement which shall be paid for in accordance with clause 15.13.3.

17. **DISPUTE RESOLUTION**

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

17.2 Any dispute arising in relation to the delivery of the Support Services shall be dealt with in accordance with the terms of the Service Level Agreement.

18. ACPO - LIABILITIES IN RESPECT OF LEGACY ISSUES

18.1 If any Liabilities arise in relation to the previous activities carried out by ACPO or the transition from ACPO to the NPCC, such Liabilities shall be shared between the Funding Parties in proportion to their FPS in accordance with the funding arrangements set out in this Agreement.

18.2 Subject to clause 18.4, any insurance policies held for ACPO shall be held by ACRO and copies provided to the Host Force. Any claims made in connection with ACPO shall be handled by the Host Force. The Host Force shall consult with the other Parties through the Audit and Assurance Board on the way in which any claim should be handled.

18.3 The Audit and Assurance Board, the Chief Constables' Council and the Parties 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 previously carried out by ACPO.

18.4 A Party to this Agreement shall notify the Host Force if they receive any claim in connection with ACPO and shall provide all reasonable information and assistance that the Host Force may require provided that if the Host decides that 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 INDEMNITIES CLAIMS AND PROCEEDINGS IN RELATION TO THE RUNNING OF THE NPCC

Liabilities

19.1 Subject to the remaining provisions of this clause 19, the Parties agree that if any Liabilities arise in relation to the NPCC (which shall include any Liabilities of the Host Force arising out of the hosting and Support Services arrangements set out in this Agreement, any Liabilities incurred by a Home Force in seconding or attaching officers and staff to the NPCC Central Office and any Liabilities incurred directly by any Non-Executive Member of a NPCC Governance Body relating directly to that individual properly carrying out functions assigned to him/her under the NPCC Governance and Accountability Arrangements and acting in accordance with the Nolan Principles), such Liability shall (in so far as any Liabilities cannot first be met through the application of any insurance

compensation (as set out in clause 21) and thereafter from any Assets held on trust by MOPAC for the Parties to defray such expenditure) be shared between the Funding Parties in as per their FPS in accordance with the funding arrangements set out in this Agreement.

- 19.2 Clause 19.1 shall not extend to any Liability incurred by reason or as a consequence of any of the following on the part of any Party to this Agreement: gross misconduct, not acting in accordance with good faith or any act or omission known or which reasonably ought to have been known to the Party to be contrary to any direction of and authorisation given by either the Chief Constables' Council or the Audit and Assurance Board and in such circumstances such Liabilities shall be borne by that Party alone who shall indemnify the remaining Parties in full against any Liabilities.

Non-Executive Member Indemnity

- 19.3 The indemnity in clause 19.1 does not extend to circumstances whereby a Liability arises due to a Non-Executive Member not adhering to the Nolan Principles and the NPCC Governance and Accountability Arrangements, and in such circumstances such Liabilities shall be borne solely by the NEM alone.

Host Force and Home Force Indemnity

- 19.4 As the Host Force is providing the hosting services on a non-profit making basis and for the mutual benefit of the Parties, in order to assist the Chair to fulfil the NPCC Functions, the Parties agree that the Host Force shall not be solely liable for the activities of the NPCC or the hosting arrangement (other than which may attach to the Host Force in its role as a Funding Party to this Agreement) and that, save as set out in clause 19.2, all Liabilities arising in relation to the NPCC shall be shared between the Funding Parties in direct proportion to the FPS in accordance with the funding arrangements set out in this Agreement.
- 19.5 This clause 19 is not intended to deal with the costs associated with the operational running of the NPCC or the Support Services costs and such costs (including any increases in costs) shall be dealt with pursuant to clauses 15 and 16.
- 19.6 The Liability of the Host Force shall be limited as follows:
- 19.6.1 provided that the Host Force has acted in good faith and in accordance with the reasonable and lawful instructions and decisions of the Chief Constables' Council and the Audit and Assurance Board (as applicable) the Host Force shall bear no Liabilities on its own other than as Funding Party meeting its FPS share of Liabilities. 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 the NPCC (including this Agreement), in breach of legislation or in breach of a statutory duty;

19.6.2 the Host Force shall be under a duty to mitigate any Liabilities so far as is reasonable and practicable;

19.6.3 the Host Force shall give written notice to the Chair as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be covered under the indemnity in clause 19.1; and

19.6.4 the Host Force shall provide all reasonable assistance and documentation to the Chair as may be required in connection with any claim or proceedings in relation to the NPCC Functions.

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

Claims and Proceedings

19.8 Unless it is agreed between the Host Force and another Police Force in consultation with the Chair that in the circumstances it is more appropriate for another Party to handle the relevant claim, the Host Force shall:

19.8.1 respond to claims or demands served by a third party on the Host Force in respect of its functions exercised and/or activities undertaken by it under this Agreement;

19.8.2 responding to claims or demands served by a third party in the name of the "NPCC";

19.8.3 where notified by a Party (or a group of Parties) or the Chair that it has been issued with a claim or demand by a third party which should have been correctly directed to the Host Force to deal with on behalf of the Parties and the Host Force agrees, the Host Force shall notify that third party that it is the proper entity against which the claim ought to have been made and shall (if the claim is one which has been issued in court) apply to the court to be substituted as a party in place of that party (or group of Parties) or the Chair and shall take conduct of the claim. Where a court does not accept the substitution of the Host Force then for the avoidance of doubt the Party (or group of Parties) or Chair shall continue with the conduct of the claim;

- 19.8.4 where the Host Force provides written notice to the Chair that it needs to incur expenditure to handle or respond to a claim pursuant to this clause 19 then the Funding Parties (including for the avoidance of doubt the Host Force itself) shall reimburse as soon as reasonably practicable the Host Force for such expenditure in accordance with the funding arrangements set out in this Agreement.
- 19.8.5 where the Host Force succeeds in pursuing or resisting any claim pursuant to this clause 19 resulting in the recovery of damages and/or costs then as soon as it shall offset any reasonable costs payable to the Host Force and thereafter make payments to the Funding Parties in full any contributions made by them under clause 19.8.6 in direct proportion to their FPS. Any remaining funds to be reimbursed the NPCC reserves held by MOPAC.
- 19.9 The Parties shall procure that the Chair and the Parties shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims under the Agreement.
- 19.10 The costs of claims in relation to this Agreement shall be shared between the Funding Parties in direct proportion to their FPS.
- 20. HEALTH AND SAFETY**
- 20.1 Further to clause 10.3.1 and 10.3.2 the Commissioner of the Police of the Metropolis shall retain duties as employer under section 2 of the Health and Safety at Work etc. Act 1974 (as applied to police officers by section 51A of the 1974 Act) and under applicable Health and Safety Regulations in relation to the Chair of the NPCC and NPCC Staff.
- 20.2 All seconded officers to the NPCC Central Office will be managed for the purpose of Health and Safety by the Commissioner of the Police of the Metropolis in accordance with section 51A of the Health and Safety at Work etc. Act 1974, as amended by Schedule 16 of the Police Reform and Social Responsibility Act 2011.
- 20.3 Each Chief Officer shall retain responsibility for health and safety under the s2 of the Health and Safety at Work etc. and any other applicable Health and Safety Regulations for police officers or police staff under their direction and control when carrying out any activity or function of the NPCC Coordinating Committees as set out in paragraph 4.3.2 of Schedule 2. The NPCC Chair shall procure all Health and Safety assurance will be provided by the NPCC Coordinated Committee Chief Officer lead direct to the Chief Constable Council.
- 20.4 The Audit and Assurance Board shall scrutinise and review the Health and Safety management of NPCC Staff and the Chair as set out more particularly in the

Chairs terms and conditions and in accordance with Health and Safety governance arrangements approved by the Host Force and procure the Chair is responsible for the day to day Health and Safety management of the NPCC Staff.

20.5 The Audit and Assurance Board shall procure that the Chair and the NPCC Staff shall comply with all Health and Safety Legislation and relevant Host Force policies on Health and Safety issues and shall notify and assist the Host Force in relation to any Health and Safety issues.

20.6 Pursuant to clause 20.4 the Audit and Assurance Board shall:

20.6.1 ensure the Host Force is provided with an annual statement of health and safety compliance assurance signed by the Audit and Assurance Chair and countersigned by the NPCC Chair;

20.6.2 provide appropriate health, safety and welfare arrangements for the Chair and the NPCC Staff in the NPCC Central Office in compliance with the Health and Safety at Work etc. Act 1974 and any Health and Safety governance arrangements requirements communicated by the Host Force;

20.6.3 provide the Chair and the NPCC Staff in the NPCC Central Office with the Host Force's Health and Safety policies as amended from time to time which shall be communicated to all NPCC Staff;

20.6.4 ensure all Health and Safety arrangements in relation to the Chair and the NPCC Staff in the NPCC Central Office are implemented including activity risk assessments, safe systems of work, reactive/proactive monitoring and audit; and

20.6.5 maintain records of any health and safety issues affecting the Chair and the NPCC Staff in the NPCC Central Office.

20.7 The Audit and Assurance Board and Chair shall in the interests of efficiency and effectiveness include within the annual health and safety compliance assurance statement to the Host Force details of health and safety compliance in relation to the NCTPHQ and NPOCC.

20.8 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.

21. **INSURANCE**

21.1 The Host Force shall take out and maintain for the duration of this Agreement with a reputable insurer insurance for the benefit of the NPCC which shall include the following persons:

21.1.1 the Chair; and

21.1.2 employees or officers who are employed by the Host Force to exclusively carry out functions within the NPCC Central Office; and

21.1.3 Non-Executive Members of the Audit and Assurance Board and the Performance Committee when employed by the Host Force

Which shall include as a minimum insurance required by the Employers Liability Act, Road Traffic Act and such insurances as it deems appropriate at the time.

21.2 The Host Force may change the levels of excess, limits of cover and terms of the insurances taken out pursuant to clause 21.1 from time to time. Details of such insurance including copy certificates or equivalent shall be made available by the Host Force to the Audit and Assurance Board on request. The Audit and Assurance Board may request such details be annexed to a letter addressed to the Host Force from its brokers in such form as shall be agreed.

21.3 The Host Force shall notify the Audit and Assurance Board as soon as practicable when it becomes aware of any fact, circumstance or matter which has or might permit any insurer to cancel, rescind, suspend or void any insurance claim in whole or in part that relates to this Agreement.

21.4 Any claims brought or could be brought under such insurance will not be prejudiced by the expiry or termination of this Agreement.

21.5 Each Party shall agree to take out and maintain its own insurance with insurers of good standing and good repute covering its officers or employees engaged in any of the activities or functions in relation to the NPCC.

21.6 The Host Force shall notify the Audit and Assurance Board and the Chair as soon as reasonably practicable of any significant claim or proceedings brought against the Host Force in relation to the activities of the NPCC which may be subject to a relevant insurance claim.

21.7 Any Liabilities that arise in relation to this clause 21, including any relevant insurance premiums and/or uninsured excesses, shall be dealt with in accordance with clause 19.

22. TERMINATION OF THE AGREEMENT, WITHDRAWAL AND CONSEQUENCES

Termination

22.1 This Agreement may be terminated by the Secretary of State pursuant to his/her powers under section 23H of the Police Act 1996.

- 22.2 Without affecting any other right or remedy available to it and subject always to the agreement of the Parties that they will, at all times, seek to resolve any genuine dispute between them in accordance with the Dispute Resolution process set out in **Schedule 3** of this Agreement, this Agreement may be terminated if more than seventy-five per cent (75%) of the Chief Officers who are a Party to this Agreement and also at least fifty per cent (50%) of the Parties to this Agreement at the relevant time agree that this Agreement should be terminated but the Agreement shall not be terminated without the prior written consent of the Secretary of State.

Withdrawal

- 22.3 Any Party shall be entitled to withdraw from this Agreement by giving at least twelve (12) months' prior written notice to the Audit and Assurance Board expiring at the end of a Financial Year (or other such period as the Audit and Assurance Board may resolve) provided that such notice shall include the following details:
- 22.3.1 the reason why that Party wishes to withdraw from the Agreement;
 - 22.3.2 how that Party will continue to ensure that there is effective policing within the relevant Police Force; and
 - 22.3.3 how that Party will comply with the Strategic Policing Requirement.
- 22.4 Subject to the prior written consent of the Secretary of State, that Party shall cease to be a Party to this Agreement on the date it agrees with the Audit and Assurance Board.
- 22.5 For the purposes of clause 22.3, both the Chief Officer and the corresponding Policing Body of a Police Force must serve notice to withdraw from the Agreement to expire at the same time otherwise their notice will not be deemed to be effective.
- 22.6 If a Party withdraws from the Agreement:
- 22.6.1 after the date upon which it withdraws from this Agreement such Party shall, where they are a Funding Party, continue to be responsible for the FPS of any Liabilities to which it is subject under this Agreement as a result of events occurring during the time that they were a party to this Agreement and on or before the date of withdrawal;
 - 22.6.2 such Party shall not be liable for the FPS of any Liabilities that arise after the date upon which that Party withdraws from the Agreement and which are as a consequence of events arising after such date of withdrawal;

- 22.6.3 the remaining Parties to this Agreement shall agree any required amendments to the funding requirements for the NPCC, the FPS pursuant to **Schedule 4** and any variation to this Agreement as may be required; and
- 22.6.4 any claim in respect of a Party's obligations under clauses 22.6.1 and 22.6.2 above shall be liable for payment within three (3) months of the Chair (subject to the review of the Audit and Assurance Board) agreeing the amount or amounts due, or within such other period as may be agreed by Chair subject to review by the Audit and Assurance Board, and for clarification, for the purposes of clauses 22.6.1 and 22.6.2 withdrawal shall be construed not as that Party merely notifying its intention to no longer participate in the arrangements constituted by this Agreement but by completion of the process of ceasing to be a party.

Consequences

- 22.7 Where it is agreed that the Agreement is to be terminated in accordance with clause 22.2 or where any one or more Parties serves notice to withdraw from this Agreement in accordance with clause 22.3 then the procedure shall be as follows:
- 22.7.1 the Audit and Assurance Board shall call an extraordinary meeting within one (1) month of the decision by the Parties to terminate the Agreement (clause 22.2) or the service of the notice by a Party (or group of Parties) to withdraw (clause 22.3) for the purposes of preparing an Implementation Plan for dealing with the consequences of such notice; and
- 22.7.2 each Party shall act reasonably and in good faith in co-operating with each other to facilitate the preparation and carrying forward of the Implementation Plan and in such manner (including entering into such any transitional arrangements as may be required) as to (but not limited to) cause the least disruption to the Parties and to maintain normal levels of service in relation to the NPCC insofar as is possible.
- 22.8 In the event that the Parties agree to terminate this Agreement (clause 22.2) the Chair's role within the NPCC will terminate and the Chair's appointment as an Assistant Commissioner of the Metropolitan Police Force shall cease.
- 22.9 In the event that the Parties agree to terminate this Agreement (clause 22.2) the Implementation Plan shall cover (but not be limited to):
- 22.9.1 the allocation or realisation of Assets;

- 22.9.2 the preparation, disaggregation and transfer of any data and records;
- 22.9.3 the termination of any lease or licence for the occupation of any NPCC premises for or use of any equipment including ICT;
- 22.9.4 the assignment or extinguishment of NPCC Contracts entered into by the Host Force/MOPAC solely for the NPCC Functions, including any NEM appointments;
- 22.9.5 the redeployment or redundancy of NPCC Staff either employed directly by the Host Force (excluding Host Force staff engaged in performing the Support Services) or seconded to the Host Force by an officer's/employee's Home Force;
- 22.9.6 Liabilities, claims and costs; and
- 22.9.7 any other matters needing to be determined in order to achieve a fair and efficient winding up of the affairs of the NPCC

in order to minimise the financial repercussions of termination for the Parties.

- 22.10 Save as specifically mentioned in this Agreement, a Party giving notice of withdrawal (or if there is more than one Party then each of them in equal shares or such other apportionment as the Parties may decide) shall be liable to the other Parties for all directly attributable costs arising during their membership of the NPCC and out of or in connection with their withdrawal and shall fully indemnify the remaining Parties against all costs incurred or to be incurred as a consequences of their withdrawal including (but not limited to):

- 22.10.1 redundancy or re-deployment of NPCC Staff;

- 22.10.2 termination of contractual arrangements including leases and licences;

- 22.10.3 preparation, disaggregation and transfer of data and records; and

- 22.10.4 claims, costs, expenses and charges correctly incurred by the Parties whilst that Party was a party to this Agreement. Any costs paid by a withdrawing Party or Parties under this indemnity shall be payable to the Funding Parties in direct proportion to each Funding Party's FPS.

- 22.11 The Parties shall act in good faith and in a reasonable manner to mitigate any costs arising out of or in connection with termination or withdrawal under this clause 22 so far as is reasonably practical.

- 22.12 A schedule of the costs arising out of or in connection with termination under clause 22.1 shall be prepared by the Host Force as part of the Implementation Plan and jointly agreed by the Chief Constables' Council and the Funding Parties.

- 22.13 In circumstances where the Agreement is terminated in accordance with clause 22.2 each Funding Party shall pay to the Host Force that Funding Party's FPS Share of the cost of covering all Liabilities (including redundancy costs) incurred by the Host Force on behalf of the NPCC as a result of termination of this Agreement in the manner set out in clause 19 (Liabilities) and this clause 22 shall survive the termination of this Agreement.
- 22.14 On termination of the NPCC any uncommitted funding shall be allocated to the Funding Parties in direct proportion to each Funding Party's FPS and in such circumstances the Audit and Assurance Board shall agree how any Assets shall be valued, sold or redistributed for the purposes of realising funds which shall also be allocated to the Funding Parties in proportion to each Funding Party's FPS.
- 22.15 On termination or expiry of this Agreement the following clauses shall continue in force:
- 22.15.1 Clause 17 – Dispute Resolution;
- 22.15.2 Clause 19 – Liabilities, Indemnities, Claims and Proceedings;
- 22.15.3 Clause 21 – Insurance; and
- 22.15.4 Clause 24 – Confidentiality.

23. ASSIGNMENT AND NEW PARTIES

- 23.1 This Agreement is personal to the Parties and cannot be assigned otherwise than as part of a statutory reorganisation or operation of law.
- 23.2 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.
- 23.3 The Host Force shall be entitled to sub-contract the provision of the Support Services to another party.
- 23.4 If the Parties following consultation by the Audit and Assurance Board agree 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.
- 23.5 No party shall be allowed to enter into this terms of this Agreement without the prior written consent of the Secretary of State to be sought by the NPCC Central

Office. The Parties shall agree whether any amendments are required to the FPS of the funding arrangements set out in this Agreement 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.

24. CONFIDENTIALITY

- 24.1 Subject to clause 24.5, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow the NPCC Chair to perform the NPCC Functions and operate effectively.
- 24.2 Each Party shall declare whether there are any matters which are confidential in nature (which shall include matters that are commercially sensitive or may not be disclosed for legal reasons) in relation to the NPCC Functions.
- 24.3 If any matters are agreed to be confidential, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers, employees, agents, consultants and sub-contractors from making any disclosure of confidential information.
- 24.4 Each Party shall not use another Party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 24.5 The Host Force/MOPAC may not be able to share commercially sensitive information with the Parties in relation to a contract to be awarded to a third party to deliver Support Services until such date on which the contract is awarded.
- 24.6 This clause 24 shall not apply to:
- 24.6.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
 - 24.6.2 any disclosure required by operation of law, including the Freedom Of Information Act 2000 ("**FOIA**"), the Data Protection Act 1998 ("**DPA**"), the Environmental Information Regulations 2004 ("**EIR**") and Section 23E of the Police Act 1996;
 - 24.6.3 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;
 - 24.6.4 any disclosure to enable a determination to be made under clause 17 (Dispute Resolution);

- 24.6.5 any disclosure required by law, a court of competent jurisdiction, any Parliamentary obligation or Governmental or regulatory Police Body having the force of law;
- 24.6.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
- 24.6.7 any disclosure by a Party to a department, office or agency of the Government; and
- 24.6.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

25. **INFORMATION AND TRANSPARENCY**

- 25.1 The Chair and the Host Force shall agree a process as to how the NPCC shall comply with its obligations in relation to:

- 25.1.1 the DPA (including who shall be the Data Controller and the Data Processor as defined in that Act);

- 25.1.2 the FOIA; and

- 25.1.3 the EIR;

including how this shall operate in practice through information sharing arrangements given that the NPCC is not a statutory body.

- 25.2 Any Liabilities incurred in relation to this clause 25 shall be dealt with in accordance with clause 19.

26. **RECORDS**

- 26.1 The NPCC Central Office shall keep and maintain adequate and comprehensive records on behalf of the Parties including:

- 26.1.1 this Agreement, its schedules, annexures and all amendments to such documents;

- 26.1.2 all other documents which this Agreement expressly requires to be prepared;

- 26.1.3 records relating to the appointment and succession of each member of the NPCC Staff and members (including NEMs) of any NPCC Governance Body created under **Schedule 2** of this Agreement;

- 26.1.4 notices, reports and other documentation submitted by any experts commissioned in relation to the NPCC Functions;

- 26.1.5 documents prepared by the NPCC Central Office or received by the NPCC Central Office from a third party relating to a force majeure event;
 - 26.1.6 all formal notices, reports or submissions made to or produced by any NPCC governance body created under **Schedule 2** of this Agreement;
 - 26.1.7 documents submitted by a Party to invoke the Dispute Resolution procedure in **Schedule 3** of this Agreement;
 - 26.1.8 financial records relating to the NPCC and the Funding and Budget arrangements set out in clause 15 of this Agreement;
 - 26.1.9 the Assets List; and
 - 26.1.10 other records as may be determined by the Audit and Assurance Board shall be held by the NPCC Central Office from time to time.
- 26.2 Records held by the NPCC Central Office shall be available to the Parties, the Chair and any NPCC Governance Body identified in **Schedule 2** to this Agreement upon reasonable request.
- 26.3 Each Party shall separately keep adequate and comprehensive records and accounts to:
- 26.3.1 enable it to perform its obligations under this Agreement;
 - 26.3.2 allow the Host Force to perform its obligations under this Agreement; and
 - 26.3.3 meet its statutory obligations and to comply with any requests from third parties.
- 26.4 Such records shall be available to the other Parties to this Agreement, the Chair and any NPCC Governance Body created under **Schedule 2** of this Agreement upon reasonable request, such decision ultimately resting with the Party to whom the records and accounts belong.
- 26.5 On the termination of this Agreement, a 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. The Audit and Assurance Board will determine how records held by the NPCC Central Office shall be dealt with in agreement with the Host Force.

27. **PUBLICITY**

- 27.1 The Chair shall put in appropriate arrangements in place to ensure that the views of the Parties are shown as separate and are independent from the view of the any other Police Force.

28. **INTELLECTUAL PROPERTY**

- 28.1 Any Intellectual Property rights generated in relation to the work for the NPCC or in relation to the property held on trust by the Host Force/MOPAC for the Parties in relation to the NPCC shall be owned jointly and severally between the Parties.
- 28.2 If any Intellectual Property is developed pursuant to this clause 28, the Chief Constables' Council shall also agree how that Intellectual Property can be used by the Parties.

29. **AUDIT AND INSPECTION**

- 29.1 The Audit and Assurance Board shall agree an audit and inspection programme and audit cycle for the NPCC which shall include making arrangements with the Host Force/MOPAC (as applicable) for all statutory audits or inspections of the NPCC Central Office as required by internal audit teams and other external auditors.
- 29.2 From the Effective Date, internal audit services for the NPCC Central Office shall be provided by the MOPAC Directorate of Audit, Risk and Assurance ('**DARA**') under the Service Level Agreement at **Annex 1** to this Agreement.
- 29.3 To ensure that the NPCC Functions are provided in accordance with this Agreement, the Audit and Assurance Board will be entitled to commission an audit or inspection of the NPCC arrangements at any time and make recommendations to the Chair and the Chief Constables' Council as to improvements to be made to the performance of the NPCC arrangements which the Parties shall use all reasonable endeavours to implement.
- 29.4 The Chair shall share all findings of any audit or inspection with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with the Chair as appropriate.
- 29.5 Clauses 28.1 and 28.2 are without prejudice to the operational independence of the Chief Officers and the Chair and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege, confidence and confidentiality and its obligations under clauses 24 and 25.
- 29.6 All Parties to this Agreement will provide such information as is reasonably required, in accordance with standard audit practice, to demonstrate that the

NPCC arrangements are being performed in accordance with the standards set out in this Agreement.

30. PUBLIC COMPLAINTS, PROFESSIONAL CONDUCT AND ENQUIRIES

- 30.1 The recording and handling of public complaints, professional conduct matters and enquiries shall rest with the Chief Officer who has Direction and Control over of the police officers and staff members as set out in clause 9.
- 30.2 The relevant Chief Officer shall however have due regard to the views of the Chair (and the Audit and Assurance Board where applicable) if the source of any public complaint or professional conduct matter relates to functions carried out by police officers and staff members acting as NPCC Staff pursuant to this Agreement.
- 30.3 If any public complaint or enquiry relating to the NPCC Functions is made to the NPCC Central Office, the Chair, any Party to this Agreement, any governance body constituted under **Schedule 2** of this Agreement, any auditor appointed under this Agreement, or the Independent Police Complaints Commission this shall be referred to the Chair who shall deal with the public complaint or enquiry.
- 30.4 The Parties shall cooperate fully in dealing with public complaints and enquiries and shall cooperate with the Chair and the NPCC Central Office in responding to any enquiries made.
- 30.5 Any public complaint that gives rise to a professional conduct matter or grievance in relation to the Chair shall be referred to the Performance Committee which shall make a recommendation to the Commissioner of the Police of the Metropolis for a decision.
- 30.6 Any public complaint that gives rise to a professional conduct matter or grievance in relation to an individual acting as NPCC Staff shall be dealt with in accordance with clause 9.12.

31. VAT

- 31.1 The Parties consider that the hosting arrangements provided by the Host Force 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.
- 31.2 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.
- 31.3 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 and Customs as to the correct VAT treatment of that supply and such Party shall inform the other Parties if it does so.

32. NOTICES

32.1 Any notices required in relation to the day to day running of the NPCC and other operational matters of the NPCC shall be dealt with by the Chair and no formal notices shall be issued under the remaining provisions of this clause 32 in relation to such matters.

32.2 Notice given by or to a Party under or in connection with this Agreement:

32.2.1 shall be in writing and in English or accompanied by an accurate translation into English;

32.2.2 shall be signed by or on behalf of the Party giving it; and

32.2.3 shall be sent to the recipient at the address set out in this Agreement marked for the attention of the Chief Officer or the appropriate chief executive of a Funding Party (as applicable).

32.3 Any demand, notice or 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, recorded delivery or registered post, marked for the attention of the Chief Officer or MOPAC (as applicable) at New Scotland Yard, Victoria Embankment, Westminster, London, SW1A 2JL.

32.4 A Party may change its contact details given in this Agreement by giving notice and such change shall take effect at 9.00am on the later of:

32.4.1 the date, if any, specified in the notice as the effective date for the change; or

32.4.2 the date 5 (five) Business Days after deemed receipt of the notice.

32.5 Any notice shall be deemed to have been duly served on other Parties:

32.5.1 if given by e-mail it will be deemed to have been served 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 32.5.1;

- 32.5.2 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;
- 32.5.3 if sent to that Party's address by pre-paid first class post, or mail delivery service providing guaranteed next Business Day delivery and proof of delivery, at 9.00am on the next Business Day after the date of posting;
- 32.5.4 if delivered to or left at that Party's address (but not, in either case, by one of the methods set out in clause 32.5.3), at the time the notice is delivered to or left at that party's address; or
- 32.5.5 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.

- 32.6 To prove service of a notice it will be sufficient to prove that the provisions of this clause 32 were complied with.
- 32.7 This clause 32 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any mediation or other method of dispute resolution in which case the rules of the Supreme Court of England and Wales relating to service of originating process and other documents shall apply.

33. **WAIVER**

- 33.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.
- 33.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

33.3 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.

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

34.1 Subject to clause 34.2 no one other than a Party to this Agreement, their successors and permitted assignees shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

34.2 This clause 34 does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to him/her under the terms of this Agreement.

35. **SEVERABILITY**

35.1 If any provision or part-provision of this Agreement is or becomes unenforceable, illegal or invalid it shall be deemed modified to the minimum extent necessary to make it enforceable, valid and legal. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the enforceability, validity or legality of the rest of the Agreement.

35.2 If any provision or part-provision of this Agreement is unenforceable illegal or invalid the Parties shall negotiate in good faith to amend such provision so that, as amended, it is enforceable, legal and valid and, to the greatest extent possible, achieves the intended result of the original provision.

36. **ENTIRE AGREEMENT**

36.1 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter covered by it and supersedes and replaces 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 persons.

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

37. EQUALITY AND DIVERSITY

- 37.1 The Parties shall and shall procure that their staff employees officers 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.
- 37.2 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 Code of Ethics for Policing.

38. LEGAL COMPLIANCE

- 38.1 The Parties agree that this Agreement shall be legally binding between the Parties.
- 38.2 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.
- 38.3 Nothing in this Agreement shall effect, fetter or otherwise qualify the operational independence of any of the Chief Officers who are a party to this Agreement or the statutory functions and exercise thereof by any Party.

39. GOVERNING LAW AND JURISDICTION

- 39.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and be construed in accordance with the law of England and Wales.
- 39.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

40. CONTINUANCE IN FORCE

- 40.1 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.
- 40.2 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.

40.3 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.

41. **COUNTERPARTS**

41.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

41.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just the signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the NPCC Central Office with the original of such counterpart as soon as reasonably possible thereafter for the NPCC Central Office on behalf of the Parties.

41.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart to the NPCC Central Office.

SCHEDULE 1
THE ELECTION AND ROLE OF THE NPCC CHAIR AND VICE CHAIRS

1. THE ELECTION OF THE NPCC CHAIR AND VICE CHAIRS

- 1.1 All Chief Police Officers shall be eligible to vote to elect an individual to the Chair of the NPCC. Election shall be by electronic ballot, by a simple majority.
- 1.2 The appointment of the NPCC Chair is for a two (2) year term.
- 1.3 The incumbent NPCC Chair shall be eligible to stand for a second term and may serve a maximum four (4) year term before standing down.
- 1.4 There shall be two (2) NPCC Vice Chairs to support the NPCC Chair in carrying out the NPCC Functions and who shall substitute for the NPCC Chair in his/her absence from his/her official duties.
- 1.5 The NPCC Vice Chairs shall be elected by all Chief Police Officers.
- 1.6 The appointment of each NPCC Vice Chair is for a three (3) year term.

2. THE ROLE OF THE NPCC CHAIR

The role of the NPCC Chair shall be as follows:

- 2.1 Support and develop collaboration and co-ordination between Police Forces to support the carrying out of the functions of the NPCC as detailed in other national collaboration agreements;
- 2.2 Co-ordinate the strategic policing response to major incidents or events including representation on COBR;
- 2.3 Chair the strategic meetings of the NPCC, including the Chief Constables' Council, the NPoCC Governance Board and the ACRO/UKCA board;
- 2.4 Develop the vision for policing with Police Forces, Policing Bodies and other stakeholders;
- 2.5 Shape police reform in collaboration with Police Forces, Policing Bodies and other stakeholders;

- 2.6 Engage with a variety of national bodies and individuals in order to achieve the NPCC Functions and aims and represent the views of Chief Officers at the ministerial level;
- 2.7 Represent the views of Chief Officers on significant policing issues to the media and on other political platforms including Home Affairs Select Committees;
- 2.8 Oversee the work of NPoCC and provide line management for the staff at the NPCC Central Office;
- 2.9 Provide support and pastoral care to Chief Officers including confidential advice to colleagues on critical issues in force on request; offering confidential advice and views to Policing Bodies on request; giving welfare support to colleagues and liaising with the Chair of CPOSA; and
- 2.10 Promote the highest standards of integrity, professional conduct and equality throughout the NPCC.
- 2.11 Delivering excellent financial management and use of resources, ensuring value for money is achieved and demonstrated publicly.

3. THE ROLE OF THE VICE CHAIRS

- 3.1 To support the NPCC Chair in carrying out the NPCC Functions;
- 3.2 To substitute for the NPCC Chair in his/her absence from his/her official duties subject to his/her agreement; and
- 3.3 To ensure that the election of the membership of the Performance Committee takes place.

SCHEDULE 2

NPCC GOVERNANCE AND ACCOUNTABILITY ARRANGEMENTS

1. INTRODUCTION

- 1.1 This Schedule sets out the governance structure that shall apply to the NPCC as well as the accountability arrangements in relation to the Chair.
- 1.2 The purpose of this Schedule 2 is to provide clear principles around the functions, roles and responsibilities of the NPCC.
- 1.3 The governance and accountability arrangements set out in this Schedule 2 ensure that the strategic governance of the activities and outcomes of the NPCC are separated from the management and accountability of the Chair.
- 1.4 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 governance arrangements described in this Schedule are intended to reflect current best practice.
- 1.5 An overview of the governance of the NPCC is set out in the diagram at **Schedule 2, Appendix 1 to this Agreement ("NPCC Governance Structure Diagram")**.
- 1.6 This Schedule should be read alongside the Protocols with the College of Policing and the Home Office (**Annex 2 to this Agreement**) which details the relationship between those bodies and the NPCC.
- 1.7 Each Non-Executive Member ('**NEM**') of a NPCC Governance Body must participate in relevant training programmes when acting as a NEM, which shall be subject to oversight by the Audit and Assurance Board.

2. THE NATIONAL POLICE CHIEFS' COUNCIL ("NPCC")

2.1 Functions:

The NPCC enables operationally independent and locally accountable Chief Officers to co-ordinate the work of the police service in order to protect the public.

The functions of the NPCC are set out in clause 7 of the Agreement (the "NPCC Functions"). Any additional functions require the prior written consent of the Secretary of State and the agreement of the Chief Constables' Council and the Policing Bodies.

2.2 Membership:

The members of the NPCC shall be the Parties to this Agreement.

3. GOVERNANCE STRUCTURE OVERVIEW

3.1 Chief Constables' Council ('CCC')

This is the key decision making body of the NPCC which shall meet on a regular basis to discuss the major issues facing the NPCC.

This is the forum where operationally independent Chief Officers can meet and agree common approaches and the national coordination of the police service through the NPCC.

The CCC will be responsible for agreeing the Annual Delivery Plan and the Annual Budget.

3.2 Annual Delivery Plan

The Annual Delivery Plan for the NPCC shall set out the key ambitions for the NPCC for each year. The Annual Delivery Plan shall be developed by the NPCC Central Office in consultation with the Coordination Committees and approved by the CCC.

The Annual Delivery Plan shall:

- prioritise key areas of activity in support of the NPCC's strategic objectives;
- support the realisation of the longer term vision for policing
- provide greater visibility of national business and enhance transparency
- provide clear audit and performance monitoring, and
- enable identification and management of risk at a national level.

The Annual Delivery Plan will form the basis of the CCC reporting to the Audit and Assurance Board.

3.3 Audit and Assurance Board ('AAB')

The AAB will hold the NPCC (through the NPCC Chair) to account for the way in which it delivers the NPCC Functions. The AAB shall scrutinise, review and comment on the Annual Delivery Plan and shall monitor the NPCC against the progress and risk relating to the Annual Delivery Plan.

3.4 Coordination Committees

Chief Officers appointed as lead for each Coordination Committees (covering 11 NPCC business areas at the Effective Date) shall be responsible for the day-to-day delivery of the annual work programme of the NPCC alongside the College of Policing and its statutory responsibilities for standard setting.

The Coordination Committees shall report to the CCC.

3.5 Performance Committee

The Performance Committee is the supervisory body for the NPCC Chair and shall have oversight of ethical standards, conduct and integrity and performance in relation to the Chair.

3.6 NPCC Central Office

The office responsible for the day-to-day business of the NPCC supporting the Chair and Chief Officers to achieve the NPCC Functions.

4. NPCC GOVERNANCE BODIES

4.1 **CHIEF CONSTABLES' COUNCIL ('CCC')**

4.1.1 **Chair**

NPCC Chair

4.1.2 **Membership**

60 members comprising -

- The NPCC Chair (1)
- Chief Officers in England and Wales (43)
- The Deputy Chief Commissioner of the Police of the Metropolis (1)
- Assistant Chief Constables of the Police of the Metropolis (4)
- The Chief Officer of the Police Service of Northern Ireland (1)
- The Chief Officer of the Police Service of Scotland (1)
- The Chief Officer of the British Transport Police (1)
- The Chief Officer of the Civil Nuclear Constabulary (1)
- The Chief Officer of the Ministry of Defence Police (1)
- The Chief Officer of the Royal Military Police (1)
- The Chief Officer of the RAF Police (1)
- The Chief Officer of the Royal Navy Police (1)
- The Chief Officer of the Ports Police Chief Officers Association (1)
- The CEO of the College of Policing (1)
- The Director General of the NCA (1)

Each Chief Officer may nominate a substitute to attend to the business of the CCC (including attending meetings of the CCC) on his/her behalf provided that written notice is provided to the NPCC Central Office in advance of any action taken by the substitute or meeting attended by the substitute. Physical presence at meetings is expected, there shall be no provision to dial in to meetings unless expressly agreed by the NPCC Chair.

4.1.3 **Meetings**

The CCC shall meet a minimum of four (4) times per year and shall discuss any major issues affecting the NPCC Functions (as set out in clause 7 of the Agreement).

4.1.4 **Terms of Reference**

The CCC is the senior operational decision making body for the NPCC and the mechanism by which all Chief Officers consider national operational issues to co-ordinate the work of the police service.

The CCC shall be responsible for annual planning, decision making, developing the vision for policing with Policing Bodies and other stakeholders and setting the requirements for the police service through the NPCC Annual Delivery Plan.

The CCC shall shape police reform in collaboration with Policing Bodies and other stakeholders.

The CCC's agenda will be driven by the Annual Delivery Plan, the agreed "Vision 2025" and the strategic objectives of the NPCC.

The CCC as a strategic body shall focus on significant issues facing the NPCC and areas where decisions are required.

Specifically, the CCC shall:

- agree the annual NPCC budget and the Annual Delivery Plan with the AAB
- provide a forum for debate on national issues affecting the NPCC Functions
- establish national approaches to major issues or opportunities
- agree operating strategies and matters of national coordination
- approve the continuation of on-going work of national programmes
- monitor the Annual Delivery Plan, receive reports at the financial year end on budget performance and agree the following year's NPCC Budget and Annual Delivery Plan
- agree to amendments to the NPCC Governance and Accountability Arrangements as set out in this Schedule 2
- approve national collaboration programmes, memoranda of understanding and any other agreements/arrangements entered into for the NPCC
- agree annual funding for all National Units
- agree all additional calls for NPCC expenditure
- approve the terms of reference of the Co-ordination Committees and the appointment of the membership to that committee
- require accounts from Co-ordination Committees on specific issues and on progress towards the Annual Delivery Plan
- appoint the membership of the Performance Committee
- appoint such other committees or sub-committees, or working groups, as it considers necessary to support the NPCC Functions; and
- perform such functions in relation to Dispute Resolution as set out in Schedule 3 to this Agreement

as well as all such other matters as may be set out in the Agreement.

4.1.5 Quorum

Any meeting will be quorate if at least thirty (30) of the eligible membership are physically present.

4.1.6 Voting

The CCC membership will work together to try to ensure that decisions whenever possible are made by consensus. Where this cannot be achieved each member present at a meeting shall have one vote.

Voting shall be by show of hands. Decisions shall be made by simple majority vote of those persons present.

In the event of an equality of votes the NPCC Chair shall have a casting vote. There is no restriction on how the NPCC Chair may exercise his/her casting vote.

4.1.7 Regional Meetings of Chief Constables' Council

Regional meetings may be held before meetings of the CCC to discuss and debate matters submitted to CCC that do not require a decision or that require more extensive debate prior to a CCC meeting.

Meeting papers will be submitted to members for regional debate two (2) weeks prior to a meeting of the CCC to allow wider debate amongst the Chief Police Officer community.

Collective feedback to the Chair via ChiefsNet will be available. The Chair will prepare an update for CCC and bring items onto the agenda for further debate if required.

4.2 AUDIT AND ASSURANCE BOARD ('AAB')

4.2.1 Chair and Vice Chair

The AAB shall appoint one of its independent non-executive members ("NEMs") to the role of Audit and Assurance Chair.

The AAB may elect a vice-chair from any of its membership to preside in the absence of the Audit and Assurance Chair of the Board.

4.2.2 Membership

- NPCC Chair
- 3 Police and Crime Commissioners nominated by the Association of Police and Crime Commissioners ("APCC")
- 1 nominee of the Chief Police Officers' Staff Association
- 1 nominee of the Home Office
- 3 independent NEMs (appointed by the Board).

Each AAB member (other than the NEMs) may nominate a substitute member to attend any AAB meeting in their place provided this is an individual of appropriate seniority and subject to appropriate notification having been given in advance to the Audit and Assurance Chair.

4.2.3 Meetings

Meetings will be held quarterly.

Agendas and Papers will be sent to AAB members one (1) week before a meeting. Minutes and actions shall be published within a month of the meeting.

Minutes should be published except to the extent they contain information that may be withheld under the FOIA.

4.2.4 Purpose

The Audit and Assurance Board will seek assurance that NPCC business is conducted in accordance with the law and proper standards (in particular the Nolan Principles) in an open and transparent way. It will seek to ensure that public money is safeguarded and properly accounted for and that resources are managed in an effective, efficient and economic way in achieving the NPCC objectives.

4.2.5 Terms of Reference:

The specific responsibilities of the Audit and Assurance Board are as follows:

Finance, Audit and Risk

1. Scrutinise and review the Three Year Financial Plan, making recommendations to the Parties on variations to the plan if required
2. Review the annual budget against the Three Year Financial Plan before the start of the financial period and review in year progress and risks relating to the annual budget, reporting any concerns to the Parties
3. Seek assurance that the NPCC's financial arrangements, financial processes, management of assets and internal controls comply with the schemes of the host force and that these are fit for purpose, proportionate and relevant to the NPCC
4. Scrutinise, review and comment on the NPCC's liabilities
5. Scrutinise, review and make recommendations on internal control and risk management arrangements
6. Commission appropriate internal and external audit work, ensuring this work focuses and provides assurance on the key areas of risk and that any agreed audit recommendations are implemented in a timely way
7. Review and publish an annual statement of financial accountability, seeking assurances that this provides a materially accurate account of the financial position and transactions of the NPCC

Governance and Legal

8. Scrutinise and make recommendations to the Parties on any changes to this Agreement
9. Perform such functions in relation to Dispute Resolution as set out in Schedule 3 of this Agreement
10. Seek assurance that the NPCC has appropriate and effective processes in place for compliance with relevant regulatory, legal and code of conduct requirements
11. Seek assurance that the NPCC Chair has an effective process for all NPCC media positions
12. Receive a report from the Performance Committee at least annually in respect of the NPCC Chair reporting any concerns to the Parties
13. In the event of a Party seeking to withdraw from the s22A agreement, agree a date of withdrawal with the Party and review any agreement by the Chair to meet any financial claim
14. Call an extraordinary meeting within 1 month of any decision by the Parties to terminate the agreement.
15. Scrutinise and review the health and safety management for the NPCC Staff of the Central Office and the Chair and seek assurance that these arrangements are in accordance with health and safety governance arrangements approved by the Host Force.

Review and Monitor

16. Scrutinise, review and comment on the Annual Delivery Plan and monitor and review progress and risks relating to the plan
17. Scrutinise the work of Co-ordination Committees in delivering the NPCC objectives
18. Seek assurance that the NPCC Chair has an effective process for all NPCC media positions

4.2.6 Quorum

The quorum of any AAB meeting shall be at least five (5) members of the AAB who are entitled to attend.

4.2.7 Voting

Any matter will be decided by a simple majority of voting members of the AAB who are attending the meeting. In the event of an equality of votes the Audit and Assurance Chair shall have a second or casting vote. Before exercising a second or casting vote the Audit and Assurance Chair shall consider whether it is appropriate to defer the matter to the next meeting of the AAB.

A member appointed as a substitute shall have the same voting rights as the member for whom he/she is substituting and who does not attend. Where the appointed member attends, the substitute member shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.

Voting shall be by a show of hands of those physically present at the meeting and by declaration of those virtually present or if there is no dissent by the affirmation of the meeting.

4.2.8 Accountability

The AAB is accountable to all the interested parties that contribute to the NPCC. It will publish papers, minutes and an annual report and financial accountability statement. The AAB shall carry out an annual self-assessment.

4.2.9 AAB Board Members - Role and responsibilities:

- Each AAB board member is an equal and corporate member of the AAB.
- All members abide by all the corporate decisions of the AAB.
- Each AAB board member will support the Audit and Assurance Chair and other board members to achieve the objectives of the AAB Terms of Reference.
- Wherever possible, each AAB board member will attend meetings in person rather than by substitute or telephone/video.
- Nominees of bodies represented are responsible for feeding back to their organisation a summary of the AAB's proceedings except that a copy of minutes shall be sent by the NPCC Central Office to the APCC.
- At each AAB meeting each member shall declare to the AAB Chair any conflict of interests with any item to be discussed.

4.3 COORDINATION COMMITTEES

4.3.1 Terms of Reference:

The work of the NPCC shall be shared between Coordination Committees each covering an area of NPCC business which, at the Effective Date of the Agreement covers the following:

1. Counter terrorism
2. Crime
3. Operations
4. Local Policing
5. Criminal Justice
6. International
7. Equality, Diversity and Human Rights
8. Performance
9. Information Management
10. Finance
11. Workforce

Each Coordination Committee shall:

- be responsible for delivering the annual work programme of the NPCC on a day to day basis
- be responsible for the development of operational and managerial plans within their business areas
- propose a prioritised work plan for inclusion in the NPCC Annual Delivery Plan
- support the implementation of the Annual Delivery Plan and provide quarterly updates on progress, risks and issues
- work with the College of Policing to monitor and review implementation of standards and guidance
- work with the College of Policing to support the development of national standards and guidance
- communicate on behalf of the NPCC to explain operational police issues under their responsibility where appropriate working with the NPCC Communications Team
- escalate proposals to the CCC for decision in cases where there is a need for Police Forces to commit resources or where the issue is of such significance in terms of operational impact that it needs to be brought to the attention of all Chief Officers
- comply with the basic requirements for Coordination Committees as set out in these Terms of Reference and as may be agreed.

A Statement of Purpose shall be produced for each Coordination Committee, which may be updated from time to time.

Any change to these Terms of Reference shall be approved by the Chief Constables' Council.

4.3.2 Chair

- The Chair of each Coordination Committee shall be a serving Chief Police Officer of a Police Force which is a signatory to this Agreement
- Each Coordination Committee shall be chaired by a Chief Police Officer who puts himself/herself forward to chair a Coordination Committee and appointment shall be determined through election by all Chief Police Officers
- The Chair of each Coordination Committee shall be responsible for delivering the Annual Delivery Plan of the NPCC in relation to the applicable business area on a day to day basis
- The tenure for each Chair is three (3) years and the Chair may serve a maximum of two (2) consecutive terms. To serve a second term the Chair must stand for re-election
- The Chair of the Counter Terrorism Coordination Committee shall be the holder of the post of Assistant Commissioner Specialist Operations in the Metropolitan Police Service and is not subject to the terms of tenure as set out above
- The Chair of each Coordination Committee shall be responsible for the structure and any sub-structures (portfolios, sub-committees and working groups) of that Coordination Committee and for compliance with any regulatory or legislative requirements including health and safety.
- The Chair of each Coordination Committee shall at all times act on behalf of and in the interests of all the Parties to the Agreement
- It is the responsibility of all Police Forces to ensure that the work of the Coordination Committees should be shared between all Police Forces in resources in equal measure in proportion to the size of the Police Force.

The Chair of each Coordination Committee shall:

- provide operational leadership and oversight of the work undertaken within portfolios, working groups and sub-working groups
- be responsible for assessing all requests for commissioning of policy and standards
- be responsible for assessing all requests for submission of papers for the CCC
- endorse quarterly updates to the Annual Delivery Plan for the CCC and the AAB
- ensure that they and national leads communicate on behalf of the NPCC to explain operational police issues under their responsibility where appropriate working with the NPCC Communications Team
- where required, represent Police Forces before the Home Affairs Select Committee
- where required, represent a Police Force at the College of Policing Professional Committee
- deliver excellent financial management and use of resources, ensure value for money is achieved and publicly demonstrated
- ensure the work of the Committee is transparent, and
- promote the highest standards of integrity, professional conduct and equality.

4.3.3 Membership

The membership of each Coordination Committee shall be determined by the Chair of the respective Committee.

4.3.4 Meetings

Meetings shall be held at least quarterly and shall comply with the NPCC basic requirements for Coordination Committees as set out in this Agreement.

Agendas and papers will be circulated to attendees one (1) week before a meeting.

4.3.5 Media and Public Communications

In accordance with the Protocol between the NPCC and the College of Policing, the Chair of each Coordination Committee and their portfolio and working group leads will represent the Coordination Committees and the NPCC on:

- issues relating to operational coordination; and
- issues relating to a Police Force or Chief Officer as an employer.

Chairs and their leads should refer to the College of Policing for responses on:

- issues of policy, standards or guidance; and
- issues pertaining to research or knowledge.

Before speaking publicly on behalf of the NPCC, Chairs and their leads should ensure they represent the views of the Parties and not the views or opinions held by an individual. The expectation is that the views or opinions will have been discussed/agreed within the Coordination Committee and if significant by the NPCC Chair and the Chief Constables' Council.

The Parties acknowledge the local decision making powers of the Policing Bodies and Chief Officers with reference to local policing issues and enforcement. Therefore before speaking publicly the Coordination Chair and leads must ensure they have satisfied themselves that a national position is agreed.

4.3.6 Quorum

A meeting of a Coordination Committee will be quorate if at least a quarter of the eligible membership is in attendance.

If an individual dials into a meeting rather than attending in person, they shall be deemed to be in attendance.

Other persons may be invited to attend meetings of the Coordination Committee from time to time, with the approval of the Coordination Committee Chair.

4.3.7 Voting

Any matter will be decided by simple majority of voting members of each Coordination Committee who are attending a meeting. In the event of an equality of votes the Chair of the Coordination Committee shall have a second or casting vote.

A member appointed as a substitute shall have the same voting rights as the member for whom he/she is substituting and who does not attend. Where the appointed member attends, the substitute member shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.

Voting shall be by a show of hands of those physically present at the meeting and by declaration of those virtually present or if there is no dissent by the affirmation of the meeting.

4.4 PERFORMANCE COMMITTEE

4.4.1 Chair

The chair of the Performance Committee (the Committee) shall be a member of the Chief Constables' Council selected by the Committee from amongst its elected membership (excluding its independent membership).

4.4.2 Membership

The Committee shall consist of five (5) members who shall include:

- 4 (four) members of Chief Constables' Council one of whom shall be appointed chair; and
- 1 (one) independent member.

The CCC shall elect and appoint the membership of the Committee from amongst its membership (excluding the independent member) for a three (3) year term.

It shall be the responsibility of the NPCC Vice Chair to ensure that the election of the membership of the Committee takes place.

The independent member shall be selected and appointed by the Committee and shall not be a member of both the Committee and the AAB.

4.4.3 Terms of Reference

On behalf of the Parties, the Committee shall:

- in the absence of any specific statutory framework governing the role of the NPCC Chair, be the appropriate supervisory body for the NPCC Chair
- provide a broader accountability mechanism for the NPCC Chair than is set out by police regulation
- have the following functions in relation to the NPCC Chair:
 - ethical standards
 - conduct and integrity; and
 - performance
- consider any public complaint and professional conduct made in relation to the NPCC Chair and make recommendations to the Commissioner of the Police of the Metropolis

- be responsible for advising and recommending to the Commissioner of the Police of the Metropolis any disciplinary or other action to be taken by him/her in respect of the NPCC Chair which may include Section 49 Police Reform and Social Responsibility Act 2011 suspension and the removal from post. For the avoidance of doubt, the Commissioner of the Police of the Metropolis shall always remain accountable for any action to be taken against the NPCC Chair within the police conduct regulations
- in the case of matters that allege gross misconduct of the NPCC Chair, the Committee shall recommend to the Commissioner of the Police of the Metropolis that he/she refers the matter to the IPCC for investigation, to ensure independence and to reflect the public interest that would attach to allegations about the NPCC Chair
- at all times respect the role of the Commissioner of the Police of the Metropolis as the Chief Officer who formally appoints the NPCC Chair and his/her role as appropriate authority of the NPCC Chair which cannot, in law, be delegated
- be accountable to the Chief Constables' Council
- ensure that an annual appraisal of the NPCC Chair is completed; and
- at all times take into account the role of the Audit and Assurance Board to provide assurance to the Parties that the Committee is performing its functions as set out in this Schedule 2.

4.4.4 Decision Making

Any decision by the Committee to invoke the provisions set out above must be endorsed by a majority of the membership of the Committee.

4.5 NPCC CENTRAL OFFICE

4.5.1 Role

The NPCC Central Office shall support the Chair and Chief Officers to achieve the NPCC's Functions.

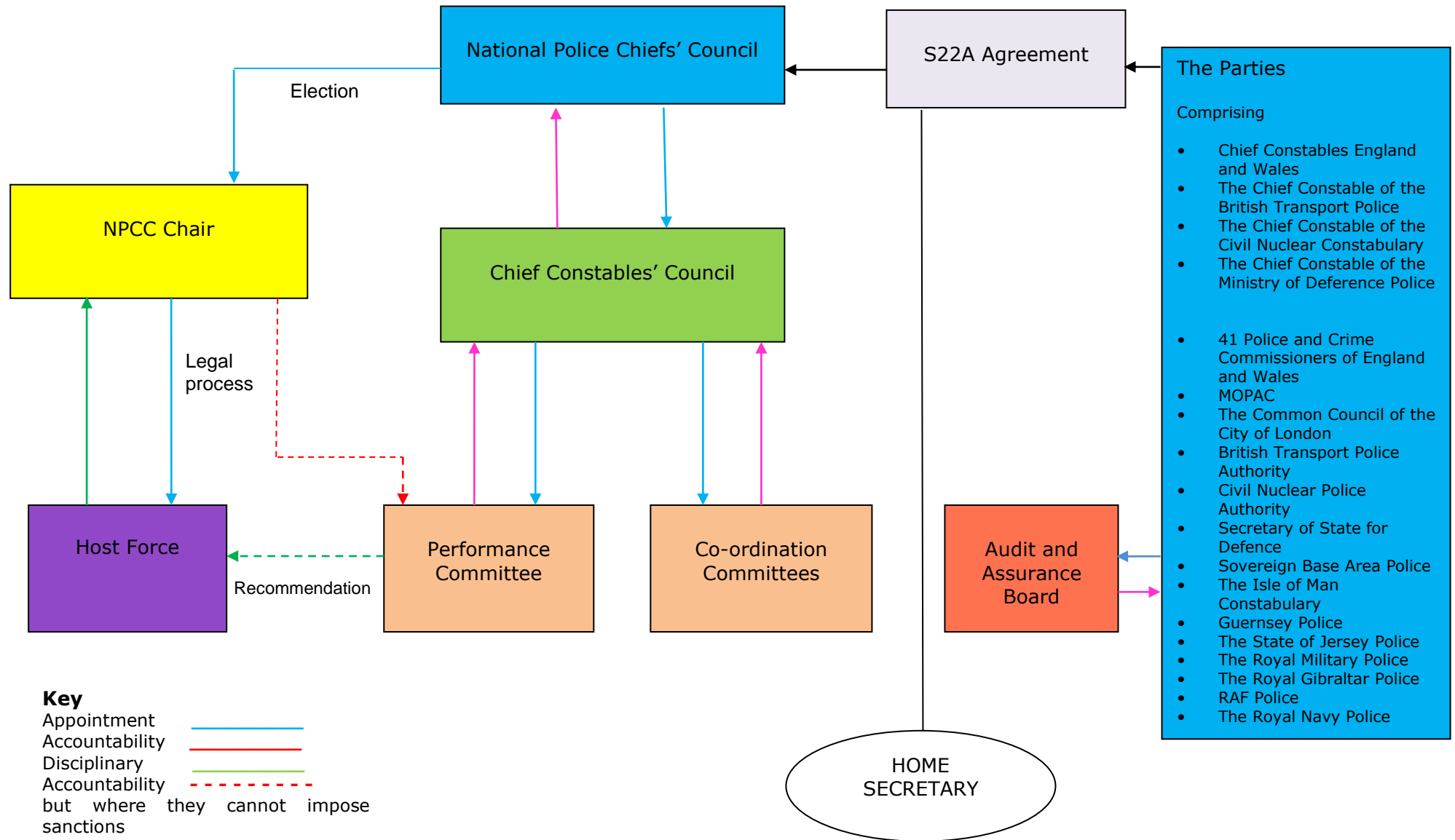
4.5.2 Functions

The NPCC Central Office shall provide:

- NPCC strategic business support on behalf of Chief Officers
- oversight of governance processes and ensure transparency and accountability of the NPCC
- effective programme management of the Annual Delivery Plan
- effective and coordinated risk management for NPCC programme of work
- a proactive communications service, ensuring effective internal and external communications to develop and promote the NPCC brand and reputation
- strategic communications and public relations advice to the NPCC Chair and Chief Police Officers
- monitoring of parliamentary business and support Chief Police Officers in relation to Home Affairs Select Committee appearances, debates questions and legislation

- planning, management and coordination of national meetings of the CCC, the AAB and other strategic meetings in a cost efficient and inclusive manner
- programme, project and administrative systems in support of NPCC work and maintain an effective intranet and website including emerging social media; and
- business support services.

**SCHEDULE 2, APPENDIX 1
NPCC GOVERNANCE STRUCTURE DIAGRAM**



SCHEDULE 3

DISPUTE RESOLUTION

1. Any dispute arising in relation to the provision of the Support Services by the Host Force shall be dealt with in any dispute resolution process included in the Service Level Agreement at **Annex 1** to this Agreement.
2. Any claim made against a Party or a group of Parties by a third party in relation to the NPCC Functions shall be dealt with in the process set out in clause 19 of this Agreement.
3. Any dispute or disagreement relating directly to the Chair shall be referred to the Performance Committee which shall consider the matter and make a recommendation to the Commissioner of the Police of the Metropolis as the appropriate authority.
4. Any other dispute or disagreement arising out of or in connection with this Agreement shall be resolved in accordance with this **Schedule 3**.
5. The Parties shall pursue at all times a positive approach towards dispute resolution in relation to the NPCC and this Agreement which seeks to identify a solution avoiding legal proceedings where at all possible and maintains a strong working relationship between the Parties.
6. If the Parties cannot agree with regard to any issue or matter related to the interpretation or performance of this Agreement they shall carry on the performance regardless provided always that in the operation of this Agreement, if any dispute arises in connection with this Agreement which cannot be resolved at an operational level, they will follow the process set out below:
 - 6.1 any dispute or disagreement arising from the day to day running of the NPCC shall initially be referred to the Chair for prompt resolution;
 - 6.2 any dispute or disagreement which cannot be resolved successfully by the Chair shall within twenty one (21) Business Days' Notice of the written request from a Party (or group of Parties) to invoke this procedure be referred by the Chair to the Chief Constables' Council for resolution;
 - 6.3 the Chief Constables' Council in consultation with the Chair shall then seek to resolve the dispute or disagreement;
 - 6.4 if the dispute or disagreement cannot be resolved in accordance with paragraph 6.3 within twenty eight (28) Business Days of referral by the Chair to the Chief Constables' Council the dispute shall be referred to the Audit and Assurance Board for resolution;
 - 6.5 If the dispute or disagreement cannot be resolved by the Audit and Assurance Board within twenty eight (28) Business Days of referral by the

Chief Constables' Council to the Audit and Assurance Board the Parties shall attempt to settle it through initiating mediation; and

- 6.6 nothing in this paragraph 6 prevents the timeframes set down being varied with the agreement of the Party (or group of Parties) invoking this procedure. In the event that a dispute or disagreement between the Parties arising out of or in connection with this Agreement (with the exception of paragraphs 1 to 3 of this **Schedule 3**) cannot be resolved through the dispute escalation process set out in paragraph 6 then the Parties shall attempt to settle it by submitting a request for mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the "**Model Procedure**").

Mediation

7. To initiate a mediation, a Party must give notice in writing ("**ADR Notice**") to the other Party requesting mediation. A copy of the request should be sent by the Party invoking the mediation to the CEDR Solve (CEDR's dispute resolution service).
8. Unless otherwise agreed by the Parties the mediator will be nominated by CEDR.
9. The Model Procedure shall be amended to take account of:
- 9.1.1 any relevant provisions in this Agreement; and
 - 9.1.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
10. If there is any issue relating to the conduct of the mediation upon which the Parties cannot agree within seven (7) Business Days from the date of the ADR Notice, the CEDR shall (at the request of either Party) decide that issue on behalf of the Parties (having first consulted with them).
11. The mediation shall start no later than twenty one (21) Business Days after the date of the ADR Notice.

General

12. No Party shall commence any court proceedings in relation to any dispute arising out of this Agreement whilst the dispute resolution procedure pursuant to this **Schedule 3** is being followed provided that the right to issue proceedings is not prejudiced by a delay and without prejudice to the right of any Party to seek injunctive relief where its rights and remedies may otherwise be jeopardised.
- 12.1 No Party shall serve notice of withdrawal pursuant to clause 22.3 of the Agreement (or if a withdrawal notice has been served it shall be regarded as

staged) whilst the resolution procedure under this **Schedule 3** is under way or notice of intent to commence such procedure has been given.

SCHEDULE 4
NPCC FUNDING PARTIES' CONTRIBUTIONS

Policing Bodies Funding Parties	2017/18 Funding Contribution	Percentage of Total (FSS Share)	Fixed Percentage Share (FPS)
Avon & Somerset	26,101	2.2%	2.1%
Bedfordshire	10,293	0.9%	0.8%
Cambridgeshire	11,826	1.0%	0.9%
Cheshire	17,671	1.5%	1.4%
City of London	3,035	0.3%	0.2%
Cleveland Police	14,320	1.2%	1.1%
Cumbria	9,858	0.8%	0.8%
Derbyshire	16,409	1.4%	1.3%
Devon & Cornwall	27,334	2.3%	2.2%
Dorset	9,572	0.8%	0.8%
Durham	13,404	1.1%	1.1%
Dyfed-Powys	7,979	0.7%	0.6%
Essex	25,996	2.2%	2.1%
Gloucestershire	8,685	0.7%	0.7%
Greater Manchester	66,959	5.7%	5.3%
Gwent	12,112	1.0%	1.0%
Hampshire	30,384	2.6%	2.4%
Hertfordshire	17,686	1.5%	1.4%
Humberside	18,798	1.6%	1.5%
Kent	28,130	2.4%	2.2%
Lancashire	29,873	2.5%	2.4%
Leicestershire	17,236	1.5%	1.4%
Lincolnshire	9,362	0.8%	0.7%
Merseyside	39,160	3.3%	3.1%
Metropolitan Police	290,016	24.6%	22.9%
Norfolk	12,833	1.1%	1.0%
North Wales	11,751	1.0%	0.9%
North Yorkshire	11,240	1.0%	0.9%
Northamptonshire	11,045	0.9%	0.9%
Northumbria	36,635	3.1%	2.9%
Nottinghamshire	20,572	1.7%	1.6%
South Wales	26,552	2.2%	2.1%
South Yorkshire	29,918	2.5%	2.4%
Staffordshire	17,641	1.5%	1.4%
Suffolk	10,398	0.9%	0.8%
Surrey	14,922	1.3%	1.2%
Sussex	24,899	2.1%	2.0%
Thames Valley	34,847	3.0%	2.8%
Warwickshire	7,934	0.7%	0.6%
West Mercia	17,867	1.5%	1.4%
West Midlands	70,325	6.0%	5.6%
West Yorkshire	49,318	4.2%	3.9%
Wiltshire	9,557	0.8%	0.8%
Policing Bodies Funding Parties	1,180,454	100.0%	93.3%

Other Police Organisation Funding Parties	Contribution	Fixed Percentage Share (FPS)
BTP	29,918	2.4%
MOD	10,000	0.8%
CNC	3,035	0.2%
Isle of Man	3,035	0.2%
Cyprus	3,035	0.2%
Guernsey	3,035	0.2%
Jersey	3,035	0.2%
Gibraltar	3,035	0.2%
Army	15,000	1.2%
RAF	5,000	0.4%
Navy	3,035	0.2%
Ports Police	3,035	0.2%
Other Police Organisation Funding Parties	84,201	6.7%
PSNI	66,959	0.0%
Scotland	TBC	0.0%
Other Police Organisations	151,160	6.7%

Totals	2016/17 Contribution	Percentage of Total Funding
Policing Bodies Funding Parties	1,180,454	89%
Other Police Organisations	151,160	11%
Total Funding	1,331,614	100%

ANNEX 1
SERVICE LEVEL AGREEMENT

ANNEX 2

NPCC PROTOCOLS RELATING TO

(1) THE HOME OFFICE AND (2) THE COLLEGE OF POLICING

A. HOME OFFICE

B. COLLEGE OF POLICING

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF BEDFORDSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CAMBRIDGESHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CHESHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMISSIONER OF POLICE OF THE CITY OF LONDON

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMON COUNCIL OF THE CITY OF LONDON

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CLEVELAND POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CUMBRIA CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CUMBRIA

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DEVON AND CORNWALL POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DEVON AND CORNWALL

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DORSET POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DORSET

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DURHAM CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DURHAM

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DYFED-POWYS POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DYFED-POWYS

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF ESSEX POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR ESSEX

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GREATER MANCHESTER POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR GREATER MANCHESTER

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GWENT POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR GWENT

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HERTFORDSHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HUMBERSIDE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF KENT POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR KENT

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF LANCASHIRE CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR LANCASHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF MERSEYSIDE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR MERSEYSIDE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMISSIONER OF POLICE OF THE METROPOLIS

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE MAYOR'S OFFICE FOR POLICING AND CRIME

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORFOLK CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORFOLK

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH WALES POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTHUMBRIA POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SOUTH WALES POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SURREY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SURREY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUSSEX POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUSSEX

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THAMES VALLEY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MERCIA POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WILTSHIRE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THE BRITISH TRANSPORT POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

BRITISH TRANSPORT POLICE AUTHORITY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THE CIVIL NUCLEAR CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

CIVIL NUCLEAR POLICE AUTHORITY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THE MINISTRY OF DEFENCE POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

SECRETARY OF STATE FOR DEFENCE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE ISLE OF MAN CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE SOVEREIGN BASE AREAS POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

GUERNSEY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE STATES OF JERSEY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE ROYAL MILITARY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE ROYAL GIBRALTAR POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

RAF POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE ROYAL NAVY POLICE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE PORTS POLICE CHIEF OFFICERS ASSOCIATION

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE NATIONAL CRIME AGENCY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COLLEGE OF POLICING

in the presence of:)

Witness signature:

Name:

Address:

Occupation: