

RESTRICTED



**COLLABORATION AGREEMENT FOR THE PROVISION OF
WEST MIDLANDS REGIONAL ORGANISED CRIME UNIT**

BETWEEN

**CHIEF CONSTABLE OF WEST MIDLANDS POLICE
CHIEF CONSTABLE OF STAFFORDSHIRE POLICE
CHIEF CONSTABLE OF WEST MERCIA POLICE
CHIEF CONSTABLE OF WARWICKSHIRE POLICE**

**POLICE & CRIME COMMISSIONER FOR WEST MIDLANDS
POLICE & CRIME COMMISSIONER FOR STAFFORDSHIRE
POLICE & CRIME COMMISSIONER FOR WEST MERCIA
POLICE & CRIME COMMISSIONER FOR WARWICKSHIRE**



COLLABORATION AGREEMENT

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SCHEDULE III	Human Resources Protocol
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THE PARTIES

**CHIEF CONSTABLE OF WEST MIDLANDS POLICE
CHIEF CONSTABLE OF STAFFORDSHIRE POLICE
CHIEF CONSTABLE OF WEST MERCIA POLICE
CHIEF CONSTABLE OF WARWICKSHIRE POLICE**

**POLICE & CRIME COMMISSIONER FOR WEST MIDLANDS
POLICE & CRIME COMMISSIONER FOR STAFFORDSHIRE
POLICE & CRIME COMMISSIONER FOR WEST MERCIA
POLICE & CRIME COMMISSIONER FOR WARWICKSHIRE**

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PART II

SCHEDULE I	Collaborative Units within WMROCU - RESTRICTED
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APPENDIX 2	Midlands Region Procurement Consortium

PART I

GENERAL AGREEMENT

THIS GENERAL AGREEMENT is made on _____ of 2016

BETWEEN:

- (1) **CHIEF CONSTABLE OF WEST MIDLANDS POLICE** of PO Box 52 Lloyd House, Colmore Circus Queensway, Birmingham, B4 6NQ; and
- (2) **CHIEF CONSTABLE OF STAFFORDSHIRE POLICE** of PO Box 3167 Stafford, ST16 9JZ; and
- (3) **CHIEF CONSTABLE OF WEST MERCIA POLICE** of PO Box 55 Worcester, WR3 8SP; and
- (4) **CHIEF CONSTABLE OF WARWICKSHIRE POLICE** of Warwickshire Justice Centre, Newbold Terrace, Leamington Spa, CV32 4EL; and
- (5) **POLICE & CRIME COMMISSIONER FOR WEST MIDLANDS** of PO Box 52 Lloyd House, Colmore Circus Queensway, Birmingham, B4 6NQ; and
- (6) **POLICE & CRIME COMMISSIONER FOR STAFFORDSHIRE** of Block 9, Weston Road, Stafford, ST18 0YY; and
- (7) **POLICE & CRIME COMMISSIONER FOR WEST MERCIA** of PO Box 487, Shrewsbury, SY2 6WB; and
- (8) **POLICE & CRIME COMMISSIONER FOR WARWICKSHIRE** of 3 Northgate Street, Warwick, CV34 4SP

(hereinafter known as the 'Parties' collectively and 'Party' individually)

AND IT IS AGREED as follows:

SECTION 1: DEFINITIONS

1.1 In this General Agreement and accompanying Schedules, the terms below have the following meanings:

Agreed Costs Proportions – the percentage contributions paid by the Forces to WMROCU from time to time

Agreement - the agreement as set out in Part I (the General Agreement) and Part II (Schedules)

Authorised Professional Practice - authorised by the College of Policing as the official source of professional practice on policing

Budget Holder - the current budget holder receiving the Home Office grant on behalf of WMROCU which at the date of this Agreement is the Police and Crime Commissioner for West Midlands

CEDR – Centre for Effective Dispute Resolution

Chief Constables – the Chief Constables of West Midlands Police, Staffordshire Police, West Mercia Police and Warwickshire Police and Chief Constable means each of the Chief Constables individually

Chief Officer – is the statutory legislative term used to define the Chief Constable

Collaborative Unit – a sub-regional unit within WMROCU as detailed in Schedule I, which deals with a specific organised crime and is subject to the terms of this Agreement, including any unit which subsequently becomes part of WMROCU after the date of this Agreement

Data – any data including sensitive or personal data provided by the Data Controller (as defined in the DPA)

Designated Protection Provider (DPP)- the person to whom authority to grant Protection Status under the Serious Organised Crime and Police Act (SOCPA) 2005 has been designated

DPA – the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

Force – A police force within a particular geographical area, and where applicable includes a Police Constabulary

General Agreement - the document incorporating definitions, legal context, statement of intent and general terms

Home Force - the force of which a police officer is a member, or by whose Chief Constable a member of police staff is employed or of which related Local Policing Body a member of police staff is employed

Host Force - the Force that receives the Home Office funding grant on behalf of WMROCU, which at the date of this Agreement is West Midlands Police

Intellectual Property Rights– any or all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites

Local Policing Body - As defined in Section 96 of the Police Reform and Social Responsibility Act 2011

NPCC – National Police Chiefs’ Council (formerly ACPO)

Regional - comprising of the geographical areas of West Midlands, Staffordshire, West Mercia and Warwickshire

ROCUB - Regional Organised Crime Unit Board

Regionally Controlled Assets – assets which are owned by the region and detailed within a regionally controlled assets register

Standard Operating Procedures - clearly written operating procedures setting out the service standards expected of that Collaborative Unit

Statement of Intent - The intention of the parties in working together as set out in Section 3 of this Agreement

West Midlands Police – the Chief Constable of West Midlands Police

WMROCU – West Midlands Regional Organised Crime Unit, being a Regional unit set up to specifically deal with serious and organised crime

WMROCU's Insurer – the insurance company providing an insurance policy for WMROCU from time to time

In this Agreement unless where otherwise specified.

- 1.2 The headings are for convenience only and shall not affect its interpretation.
- 1.3 References to a section, clause, paragraph or appendix are to a section, clause, appendix or paragraph within the Agreement.
- 1.4 Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment).
- 1.5 Any phrase introduced by the term "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- 1.6 The words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated.
- 1.7 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 1.8 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees.
- 1.9 Words shall not be given any restrictive, interpretation by reason only of their, being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.10 Any reference to a notice consent, approval agreement and/or permission being required under this Agreement shall unless expressed to the contrary in this Agreement be given in writing.
- 1.11 All agreement on the part of any Party comprising more than one person or entity should be joint and several throughout this Agreement and the neuter singular.

SECTION 2: LEGAL CONTEXT

- 2.1 Section 22A and Section 23 Police Act 1996 (as amended) enable chief officers of two or more police forces to make a collaboration agreement about the discharge of functions by officers and staff of any of their forces in the interests of efficiency or effectiveness. Functions comprise all and any of the powers and duties of police forces.
- 2.2 A Chief Officer may enter into a collaboration agreement only with the approval of the Local Policing Body responsible for maintaining the Chief Officer's force.

- 2.3 Section 22A and Section 23 of the Police Act 1996 enables two or more Local Policing Bodies to make a collaboration agreement about the provision of support for any of those Local Policing Bodies and/or for any of the police forces which they maintain support including the provision of premises, equipment, staff, services and facilities.
- 2.4 A Local Policing Body may enter into a collaboration agreement only if it considers that the agreement is in the interests of the efficiency or effectiveness of one or more Local Policing Bodies or police forces and only after consulting with the Chief Officer of the police force maintained by the Local Policing Body.
- 2.5 Where a collaboration agreement includes a provision about the discharge of functions by employees who are under the direction and control of a Chief Officer, the collaboration agreement may only be made with the approval of that Chief Officer.
- 2.6 This Agreement is a Collaboration Agreement and the terms of the Agreement are to be read in conjunction with legislation and the statutory guidance for police collaboration.
- 2.7 The General Agreement is structured to identify the purpose of the collaborative service, to agree to joint working and to identify common provisions.
- 2.8 In construing the Agreement, where there may be any conflict between the meaning of any term as may appear both in the General Agreement and the Schedules, the terms applicable are those contained in the General Agreement and any appendices and protocols referred to within them.

SECTION 3: STATEMENT OF INTENT

- 3.1 The Parties have agreed to work together in accordance with their relevant statutory powers and duties to implement, maintain and provide effective oversight of a WMROCU.
- 3.2 The Parties consider that provision of WMROCU would be more efficiently and effectively discharged through a joint collaborative approach and the objectives include:
 - a consistent and coordinated response to serious, organised and complex crime
 - a more efficient regional organised crime model delivering an effective and resilient service for the region
 - a consistent regional ability to assess and target threat harm and risk in line with national standards
 - the best use of technology
 - enhanced relationships with partners
 - input into the development of common standards and processes across the UK regional organised crime unit network and UK law enforcement agencies
 - improving Criminal Justice outcomes for the public
 - ensure compliance with the requirements of the Strategic Policing Requirement and
 - assist Local Policing Bodies in the fulfilment of their duties to ensure an effective local partnership response to the threat posed by serious and organised crime
- 3.3 The Chief Constables and the Local Policing Bodies party to this Agreement have agreed to work together in accordance with their relevant statutory powers and duties to establish, monitor and conduct the Agreement for the provision of a WMROCU as set out in Schedule I of this Agreement.
- 3.4 The Agreements are made with the approval of the Local Policing Bodies party to this Agreement pursuant to Section 23 of the Police Act 1996 to secure co-operation with other police forces.

- 3.5 The Local Policing Bodies party to this Agreement agree to collaborate in the provision of services and facilities to oversee and support the police forces and to ensure compliance with their statutory duties in relation to Local Policing and the Agreement is entered into for this purpose pursuant to Section 23A of the Police Act 1996.

SECTION 4: EXTENT OF GENERAL AGREEMENT

- 4.1 Where the Agreement does not deal with an issue pertinent to the conduct or management of the General Agreement, it shall be agreed by the Parties.

SECTION 5: COMMENCEMENT DATE

- 5.1 The Agreement shall come into force on _____ and shall continue in force unless terminated, varied or extended by variation under the provisions of this General Agreement.
- 5.2 For the avoidance of doubt, it is agreed by the Parties that any existing informal agreements between the Parties in respect of the provision of a WMROCU shall terminate with effect from the Commencement Date as detailed in clause 5.1.

SECTION 6: ADMISSION OF NEW PARTNERS

- 6.1 Further partners may be added to the Agreement with the unanimous agreement of the Parties.
- 6.2 Further UK Local Policing Bodies may be added to the Agreement with the unanimous agreement of the Parties.

SECTION 7: REVIEW OF AGREEMENT

- 7.1 This General Agreement shall be reviewed 2 years from the date recorded in section 5.1 (the “**Initial Review Date**”) and every two years thereafter or earlier by agreement of the Parties. The method and purpose of the review process is to ensure that the Agreement is functioning effectively in line with the Statement of Intent set out in Section 3. This will include an assessment as to whether the intent and objectives are being met; the perceived benefits are being realised, or whether there would appear to be a better way of providing an organised crime unit in the geographical areas of West Midlands, Staffordshire, West Mercia and Warwickshire.
- 7.2 Performance monitoring will be established and the Parties agree that it will be reviewed as detailed in Schedule II of this Agreement.
- 7.3 A review may also be commissioned at any time by the Chief Constable or Local Policing Body if there are felt to be significant failings in command, the service provided, or if any incident, or series of incidents, arises which gives any of the Parties cause for concern.
- 7.4 Such reviews are without prejudice to any performance monitoring of any of the forces that any Local Policing Body party to this Agreement may wish to undertake from time to time either individually or by other parties acting on their behalf.
- 7.5 The review obligations provided for in this Section shall not interfere with the requirement on the Parties to keep under consideration arrangements for potential collaboration agreements, in accordance with Section 22B and Section 22C of the Police Act 1996.

SECTION 8: VARIATION OF AGREEMENT

- 8.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23G(4) of the Police Act 1996, the terms of this Agreement may be altered or appended to at any time by agreement by the Parties.
- 8.2 Any material variation of this Agreement will require the termination and the creation of a new agreement (containing the amendments). Any variation must be made subject to such consent, approval or consultation as is required by Section 23 of the Police Act 1996.
- 8.3 Without prejudice to Section 8.4 where this Agreement is amended, any amendments must be approved by the Local Policing Bodies party to this Agreement and the Chief Constables.
- 8.4 Variation to this Agreement will be made when directed by the Secretary of State under Section 23FA and Section 23G(4) of the Police Act 1996.
- 8.5 It is recognised that a number of protocols and schedules relating to business areas will be developed on a case by case basis as the Agreement develops. These may be added protocols to this General Agreement, varied or terminated where necessary and shall not require the creation of a new General Agreement.

SECTION 9: TERMINATION OF AGREEMENT

- 9.1 The Agreement or any part of it may be terminated by notice given by the Secretary of State in accordance with Section 23H of the Police Act 1996.
- 9.2 The Agreement or any part of it may be terminated at any time by the joint agreement of the Chief Constables and the Local Policing Bodies party to this Agreement, and the date of termination and the exit strategy will then be agreed by the Chief Constables and the Local Policing Bodies party to this Agreement.
- 9.3 The agreed principles for the exit strategy shall be:
 - 9.3.1 Local Policing Bodies and Chief Officers must keep under consideration the ways in which collaboration could improve the efficiency and effectiveness of one or more police force;
 - 9.3.2 the option of transferring WMROCU to a new host should be assessed, and if reasonable, recommended prior to any decision made to split the WMROCU;
 - 9.3.3 that the assets and liabilities relating to a Collaborative Unit shall be borne in accordance with the proportions in which the Parties funded the Collaborative Unit, namely in the absence of clear agreed alternatives in accordance with the Agreed Costs Proportions;
 - 9.3.4 the Parties will use their reasonable endeavours to agree arrangements for ensuring the ability of the Parties to continue to provide or receive the services previously provided by WMROCU and any Collaborative Unit, including arrangements for licensing, contractual and Intellectual Property Rights issues; and
 - 9.3.5 the Parties will use their reasonable endeavours to agree any arrangements for existing officers and staff of each Collaborative Unit, including, if agreed, the transfer of officers and staff to the Parties where appropriate
- 9.4 The Agreement or any part of it may be terminated at any time by any of the Parties providing written notice, which shall:-

- (i) be served on the Local Policing Bodies' Chief Executives and on the Chief Constables; and
- (ii) (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted his/her Local Policing Body on termination, its impact and the timescales involved in terminating the Agreement; and
- (iii) (where the Party serving notice is a Local Policing Body) certify that the Party serving notice has consulted its Chief Constable on termination, its impact and the timescales involved in terminating the Agreement and/or Agreements; and
- (iv) specify the date upon which termination of the Agreement and/or Agreements should take effect which shall be not less than twelve months unless a shorter period is agreed by all of the Parties from the date of service of the notice.

9.5 Where the Agreement or any part of it is terminated under Section 9.4 above, the Parties to the Agreement and pursuant to Section 14 (Financial Arrangement) shall be liable:-

- (i) for their own reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this General Agreement; and
- (ii) to honour its share of any contractual obligations entered into as part of the Agreement prior to the end of the notice period; and
- (iii) for all other contributions due from it to the other Parties in respect of the Agreement prior to and during the notice period.

9.6 Any payment in respect of a Party's obligations under Section 9.5 above shall be liable for payment within three months of the Parties agreeing the amount or amounts due, or within such other period as may be agreed between the Parties.

9.7 Upon a Party committing a material breach of this Agreement ("**Defaulting Party**") the remaining Parties may serve on the Defaulting Party a termination notice ("**Default Termination Notice**") giving no less than 6 months' notice to terminate this Agreement.

SECTION 10: GOVERNANCE AND ACCOUNTABILITY

10.1 The Parties may agree from time to time a governance structure for all collaborative working undertaken between the Parties and this structure for the time being is set out within Schedule II and can be varied at any time with the agreement of the Parties.

SECTION 11: CHIEF CONSTABLES' DIRECTION AND CONTROL

11.1 It is agreed by the Parties that legal liability shall be determined in accordance with clause 17.1.

11.2 Where claims, legal challenges, complaints, grievances or conduct issues arise from joint working, the Parties will agree the way in which those matters will be handled on a case by case basis. Regulation notices to be served on police officers will be served by the Home Force regardless of the decision as to the location of the investigation.

11.3 In relation to and legal challenges as to the WMROCU's compliance with section 82 of the SOCPA 2005, the Parties acknowledge that the overarching responsibility in relation to a protected person within Schedule 1b to this Agreement remains with the referring Chief Constable whilst the risk is managed on their behalf via the Designated Protection Provider as defined within in Schedule 1b.

11.4 Each officer and member of staff working within the WMROCU will be required by their appointing Chief Constable ultimately to work to the instruction of the Assistant Chief Constable (ACC) or Director appointed to lead his/her area of business, and in accordance with the terms of the Agreement (where in force). On a day-to-day basis each officer and member of staff working within the Agreement will be line managed by officers and staff within the command

structure, irrespective of which is the appointing Force or employing Force or Local Policing Body of those being line managed and those line managing.

11.5 Disputes will be resolved in line with the policy terms and conditions.

SECTION 12: POLICE OFFICERS AND POLICE STAFF

- 12.1 Police staff and officers who are assigned to work within the WMROCU from any Home Force shall continue as employees and members of the original employing Home Force irrespective of their place of work and irrespective of whether direction and control has been transferred. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters (including disciplinary matters) shall remain the responsibility of the original employing Local Policing Body/Force.
- 12.2 Employment matters connected to the Agreement are to be determined in accordance with a Human Resources Protocol as set out within Schedule III of this Agreement.
- 12.3 All Employment Tribunal claims, complaints, grievances and conduct issues raised by or against officers or staff working within the Agreement will be dealt with by their employing/appointing Chief Constable (unless otherwise agreed) in accordance with each Chief Constable's respective Professional Standards' or police staff discipline policies.

SECTION 13: POLICIES AND PROCEDURES

- 13.1 The Parties will work together to ensure that their policies and procedures relevant to the Agreement are reviewed and will achieve single policies and procedures as far as this is practicable and can be agreed.
- 13.2 The Parties shall procure that officers and staff will follow their own Force/Local Policing Body's policies or national policy until such time as joint policies may be agreed.
- 13.3 The Parties recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These may be agreed by the Parties on a case by case basis at the relevant time.

SECTION 14: FINANCIAL ARRANGEMENTS

- 14.1 All financial arrangements shall be managed in accordance with the Finance Protocol which is set out in Schedule IV of this Agreement.

SECTION 15: ASSETS

- 15.1 Regionally Controlled Assets procured on behalf of WMROCU for utilisation in respect of a Collaboration Unit shall be held in the absence of agreement to the contrary by the Force or Local Policing Body procuring those assets in trust on behalf of such of the Parties as have contributed financially to the acquisition of those assets and in such proportion as those contributions bear to one another.
- 15.2 The Collaborative Unit shall have responsibility to compile and keep an accurate inventory of assets under the control of and in accordance with the performance of the Collaborative Unit.
- 15.3 Costs of maintaining Regionally Controlled Assets including (without prejudice to the generality of this provision) repair, replacement, insurance and all relevant licenses shall be a WMROCU expense and shall be met from the budget allocated to the Collaborative Unit for which the asset has been acquired, or otherwise as may be agreed from time to time between the Parties.

- 15.4 It is the responsibility of the transferring Force to ensure that VAT is accounted for correctly and in accordance with the rules prevailing at the time. It is noted that although the WMROCU is not a legal entity and therefore cannot own assets, it will still be managing assets.
- 15.5 Subject to clause 15.6 and/or 15.7 hereof it is anticipated that the Parties will from time to time contribute equipment or assets to a Collaborative Unit and in the absence of a provision in a functional collaboration agreement to the contrary, such contribution will be made without charge and the contributing Party will, unless the contrary intention is expressly communicated to the ROCUB, waive all rights of ownership in or title to such property which will be regarded as a Regionally Controlled Asset and maintained accordingly.
- 15.6 The provisions of clause 15 hereof do not apply in respect of land or buildings utilised in the delivery of WMROCU in which one Party hereto has a freehold or leasehold interest procured other than for the purposes of WMROCU. For the avoidance of doubt any freehold or leasehold interest procured prior to the date of this Agreement shall remain in the ownership of the Local Policing Body who procured such interest.
- 15.7 Where a Party has contributed an asset for use in WMROCU and it retains ownership of that asset then the cost of repair and maintenance of that asset will be charged to the Host Force, which shall then be recharged to the other Parties in accordance with the Agreed Costs Proportions. The replacement of the asset shall be borne by the Parties in accordance with Agreed Costs Proportions and such replaced asset will be a Regionally Controlled Asset.
- 15.8 A terminating Party shall be entitled to the return to it of any Regionally Controlled Asset in relation to which that Party has maintained ownership.

SECTION 16: STANDARD OPERATING PROCEDURES

- 16.1 Each Collaborative Unit within WMROCU will have clearly written operating procedures setting out the service standards expected of that Collaborative Unit.
- 16.2 The Head of WMROCU shall on a yearly basis, or sooner if legislation or other changes require, review the Standard Operating Procedures of each Collaborative Unit.
- 16.3 The Standard Operating Procedures will set out the detail of the processes within WMROCU and be subject of discussion, consideration and amendment by the WMROCU management team and approved by reference to the ROCUB.
- 16.4 WMROCU shall comply with Authorised Professional Practice where in existence.
- 16.5 The ROCUB shall agree common policies and Standard Operating Procedures in relation to the operations of WMROCU to ensure the veracity of investigations and the security of any product.
- 16.6 The ROCUB agrees that where the common policies and standard operating procedures are not in existence at the time of entering into this Agreement, they will explore any opportunities to develop and adopt policies and Standard Operating Procedures in respect of working practices of WMROCU.

SECTION 17: INSURANCE AND LIABILITIES

- 17.1 It is agreed by the Parties that legal liability shall be determined in accordance with the following:

17.1.1 Unless the Parties agree otherwise, all claims will be initially assessed by the Host Force, and the other Parties agree to promptly notify the Host Force if they receive any claims in relation to this Agreement.

17.1.2 the Host Force will make an early assessment of the claim in accordance with the WMROCU's Insurer's claim handling agreements and provide details of all claims to the WMROCU's Insurer;

17.1.3 It is agreed that if a claim relates solely to one Force, then that claim will be processed in line with the WMROCU's Insurer's claims handling process and all costs incurred up to the policy excess will be settled by the responsible Force and no other party;

17.1.4 Any claims relating to joint working will be dealt with in accordance with clauses 11.2 and 17.2;

17.1.5 Any claims relating to any direction and control matters will be processed by the Host Force whose ACC is the Senior Responsible Officer for WMROCU. All other Forces will be notified of such claims, and the Host Force will notify WMROCU's Insurer who will process these claims accordingly. The other Forces will then reimburse the Host Force for all liability and costs incurred up to the policy excess in accordance with the Agreed Costs Proportions;

17.1.6 In all instances, the Parties agree that a Force handling any claim can expect to receive from all other Forces prompt and comprehensive assistance, in terms of providing witness statements, documentation, if required attendance at court to support the defence of any proceedings and any other reasonable assistance, support and co-operation.

17.2 In respect of uninsured losses not insured by the insurance policy, judicial review, complaints, grievances or conduct issues arise from joint working, the relevant Parties will agree the way in which those matters will be handled on a case by case basis.

17.3 Insurance shall be determined in accordance with the policy wording, policy schedule and insurance certificate for the relevant insurance valid at that time.

17.4 Disputes will be resolved in line with the policy terms and conditions.

SECTION 18: AUDIT

18.1 This Agreement shall be subject to such internal and external financial audits as determined by the Host Force and any other audits authorised by the ROCUB in relation to any Regionally Controlled Assets.

18.2 Without prejudice to the provisions of this clause the Parties may agree to such additional audit for whatever purpose as they see fit.

18.3 External agency audits can be undertaken by any relevant statutory body overseeing any Collaborative Unit.

SECTION 19: INTELLECTUAL PROPERTY

19.1 In the event that any Intellectual Property Rights arise or are generated in respect of technologies or methodologies developed by the Parties in the delivery of a Collaboration Unit (to include any share of Intellectual Property Rights which might arise from any Agreement between the Parties (or any of them) and a third party) such Intellectual Property Rights will be owned in accordance with the Agreed Costs Proportions.

SECTION 20: INFORMATION MANAGEMENT AND CONFIDENTIALITY

- 20.1 Each Chief Constable and Local Policing Body will be responsible for ensuring compliance with the DPA with regard to the processing of data. This includes the provision and sharing of data for use for the Agreement and for data which is created through the Agreement.
- 20.2 For the purposes of the DPA and until such time where an agreement may be reached in respect of a joint Data Controller (if applicable) each Chief Constable remains the Data Controller for any personal data recorded on the information systems (electronic and paper) under his/her control, i.e. within the relevant Force's electronic network or in structured and unstructured filing systems operated and stored on the relevant Force's premises.
- 20.3 Data created by the Agreement will be shared equally by the Parties where this is required and necessary and subject to any limitations imposed by the DPA. This Data will be retained in accordance with each Party's data management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of The Management of Police Information ('MOPI').
- 20.4 The activities of an officer serving within a particular Force or a staff member employed by a particular Local Policing Body and under the direction and control of the relevant Chief Constable in respect of access to and use of any data controlled by any Party will be governed by the policies of the employing Force or Local Policing Body, which will be assessed to ensure broad compatibility as soon as this is practically possible.
- 20.5 In respect of all issues relating to data management, the relevant head of service will be consulted and the Parties will procure that the head of service will provide direction on operational issues on behalf of the Parties.
- 20.6 The Parties each undertake to the other Parties that they shall not, save in the proper performance of their respective obligations under this Agreement or in accordance with their legal obligations, without the prior consent of the other disclose to any person any confidential information. This Section 20.6 shall not apply to any information which is in or enters into the public domain otherwise in breach of any undertaking of confidentiality or which any Party is obliged to disclose for the purpose of discharging police or Local Policing Body functions or pursuant to any legal obligation.
- 20.7 The Parties undertake to make the relevant head of service aware of the confidentiality of the confidential information belonging to the other Parties and the provisions of the Agreements.
- 20.8 The Parties shall comply with any operating protocols as may be agreed between the Parties in respect of sharing of data and will work towards developing a Data security and sharing protocol as soon as this is practically possible.
- 20.9 The Parties shall:
- 20.9.1 not delete or remove any proprietary notices or other notices contained within or relating to another party's Data;
 - 20.9.2 not alter, store, copy, disclose or use another party's Data, except as necessary for the operation of the Collaborative Unit in accordance with this Agreement or as otherwise permitted by law;
 - 20.9.3 use their best endeavours to preserve the integrity or the other parties' Data and prevent any loss, disclosure, theft, manipulation or interception of other parties' Data; and
 - 20.9.4 immediately notify the relevant party if any of that party's Data is lost, becomes corrupted, is damaged or is deleted accidentally.

- 20.10 The parties will agree the terms of an information management and data handling protocol with which all parties shall comply.
- 20.11 The protocol referred to in 20.10 and any subsequent protocols relating to information management and confidentiality shall be based on the assumption that each Force has provided suitable training in the DPA for new employees and that they will be vetted in accordance with the NPCC vetting guidelines.

SECTION 21: FREEDOM OF INFORMATION REQUESTS

- 21.1 For the purposes of the Freedom of Information Act 2000, the Parties remain separate Public Authorities.
- 21.2 Freedom of Information requests relating to the conduct of the Agreement will be dealt with by the Chief Constables or Local Policing Body, the recipient Chief Constable or Local Policing Body will be responsible for co-ordinating the response, agreeing the disclosure with the other relevant Parties and replying to the request, in consultation with the other Parties where required.

SECTION 22: VETTING

- 22.1 The Parties shall procure that staff and officers seeking access to Parties systems, information and any secure environment will be vetted to the level required by the Party owning, or having responsibility for, the system, information or secure environment in accordance with national vetting standards. Persons failing vetting clearance or any subsequent annual review will not be permitted access to systems, information or secure environment and may have to return to the originating Force if no suitable employment can be found within WMROCU.
- 22.2 National vetting standards will be adhered to by all Parties. Local and national clearance remains the responsibility of the Home Force. All Parties will recognise the potential higher level of personal vetting clearance required due to the sensitivity of information and partnership requirements.
- 22.3 The Chief Constables or Local Policing Bodies shall work together where appropriate to agree a standard approach for personal vetting of all staff and officers as soon as possible.

SECTION 23: HEALTH AND SAFETY

- 23.1 It is the duty of the Chief Constable and the Local Policing Body to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all his/her employees.
- 23.2 It is also the duty of the Chief Constable and the Local Policing Body to conduct his/her undertaking in such a way as to ensure, so far as is reasonably practicable, that persons not in his/her employment who may be affected thereby are not thereby exposed to risks to their health or safety.
- 23.3 Each Local Policing Body will be responsible for the health and safety of the staff working within it.
- 23.4 It shall be the employer's duty to ensure the provision and maintenance of a working environment for his/her employees that is so far as is reasonably practical safe, without risk to health and adequate as regards facilities and arrangements for their welfare at work.

- 23.5 The ACC with the relevant portfolio will be responsible for ensuring that all appropriate risk assessments have been carried out for the Agreement, are up to-date and are complied with.
- 23.6 The Chief Constables shall work towards a joint risk assessment and joint health and safety procedures for the Agreement.
- 23.7 The accident reporting procedure will be detailed in a WMROCU Standard Operating Procedure and communicated to all Police Officers and Staff working at WMROCU.
- 23.8 It is the duty of every employee while at work to take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work. As regards any duty or requirement imposed on their employer or any other person by or under any of the relevant statutory provisions, to co-operate with them so far as is necessary to enable that duty or requirement to be performed or complied with.
- 23.9 The WMROCU senior leadership team recognise the need for open and transparent consultation with staff side representatives and police federation with regard to health and safety and as such will ensure the establishment of regular pre-scheduled health and safety meetings in accordance with health and safety legislation.
- 23.10 The Chief Constable is responsible for the health and safety and welfare of staff whilst at work. The Landlord is responsible for ensuring the upkeep of buildings in order to allow the Chief Constable to discharge his/her duties.

SECTION 24: DISPUTE RESOLUTION

- 24.1 Any dispute or disagreement arising from operational policing matters of the Agreement shall initially and immediately be referred to the Head of WMROCU.
- 24.2 If the dispute or disagreement cannot be resolved successfully by these means it will be referred initially to the ACC of the Host Force, for consultation with other Regional Force ACC ROCU leads.
- 24.3 In the case of operational policing matters requiring urgent resolution the matter will be referred to the ACC with oversight at the relevant Regional Force.
- 24.4 Any dispute or disagreement relating specifically to the termination of the Agreements will be subject to the dispute resolution mechanism set out below.
- 24.5 In the event of any disagreement or dispute between the Parties arising out of or in connection this Agreement (with the exception of Section 24.4 above), including any question of the validity and interpretation of this Agreement, the Parties shall in the first instance seek to resolve the matter by discussions between themselves, in the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be one accredited by the CEDR. The decision of the arbitrator shall be final and binding upon the Parties.

SECTION 25: LEGAL COMPLIANCE

- 25.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff working in the Agreement in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, Health and Safety Act 1975, etc.

25.2 Nothing in the Agreements shall affect, fetter or otherwise qualify the police operational independence of any of the Chief Constables who are party to this General Agreement.

SECTION 26: GOVERNING LAW AND JURISDICTION

26.1 The Agreements shall be governed by and construed in accordance with English and Welsh law and the Parties submit to the exclusive jurisdiction of the English and Welsh courts.

SECTION 27: LEGALLY BINDING

27.1 The Parties agree that the Agreement shall be fully legally binding between the Parties.

SECTION 28: ENTIRE AGREEMENT

28.1 The Agreements set out the entire Agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties.

SECTION 29: ILLEGAL/UNENFORCEABLE PROVISIONS

29.1 If the whole or any part of any provision of this Agreement is void or unenforceable the other provisions of this Agreement and the enforceable part of any void or unenforceable provision will continue in full.

SECTION 30: ASSIGNMENT

30.1 Except where assignment or transfer occurs or is made necessary by operation of law, none of the Parties may assign or transfer this Agreement as a whole, or any of the rights and obligations under it, without first obtaining the written consent of all of the other Parties and such consent not to be unreasonably withheld or delayed.

30.2 A change in the legal status of any of the Parties shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Parties.

SECTION 31: WAIVER

31.1 Where a Party fails to enforce or delays in enforcing any obligation of any other Party or fails to exercise or delays in exercising a right under this Agreement, such failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

SECTION 32: COUNTERPARTS

32.1 This Agreement may be signed in any number of counterparts and this has the same effect as of the signatures on counterparts or on a single copy of this Agreement.

SECTION 33: NOTICES

- 33.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Section 33.1. Any such notice may be delivered personally or by first class pre-paid letter, recorded delivery or registered post or facsimile transmission and shall be deemed to have been served if by and when delivered, if by first class post 48 hours after posting and if by facsimile when despatched. Notices shall not be deemed to be served if sent by e-mail.

SECTION 34: THIRD PARTIES

- 34.1 This Agreement does not create any rights enforceable by any person not party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

SECTION 35: RELATIONSHIP OF THE PARTIES

- 35.1 Except as detailed in this Agreement nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for another Party. No party shall make representations, act in the name of, on behalf of or otherwise bind another Party.

SIGNATORIES

IN WITNESS whereof :-

Chief Constable of West Midlands Police:

Signature.....

Name.....

**Police and Crime
Commissioner for West Midlands:**

Signature.....

Name.....

Chief Constable of Staffordshire Police:

Signature.....

Name.....

**Police and Crime
Commissioner for Staffordshire:**

Signature.....

Name.....

Chief Constable of West Mercia Police:

Signature.....

Name.....

**Police and Crime
Commissioner for West Mercia:**

Signature.....

Name.....

Chief Constable of Warwickshire Police:

Signature.....

Name.....

**Police and Crime
Commissioner for Warwickshire Police:**

Signature.....

Name.....

Part II – SCHEDULES

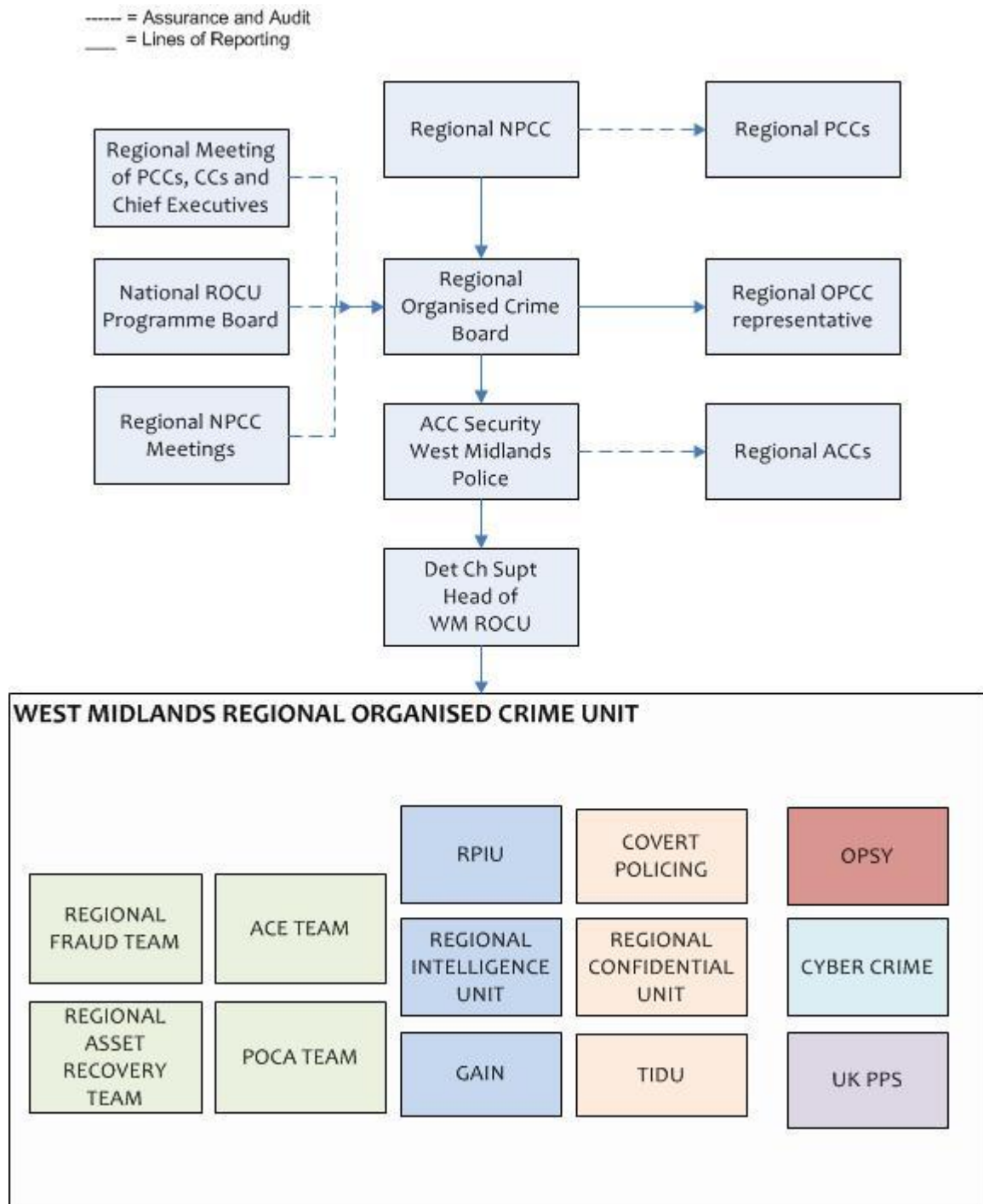
(Please note that Schedule I and Appendices A, B, C and D of Schedule IV are restricted disclosure – please only disclose in accordance with the RESTRICTED marking)

SCHEDULE I

RESTRICTED AND REDACTED

SCHEDULE II GOVERNANCE

The following Organisation Chart shows the governance structure of the West Midlands ROCU.



The Senior Responsible Officer is the ACC (Crime) for the Host Force, which is currently West Midlands Police.

The Head of WMROCU will chair a tasking process to ensure that there is an effective approach across the region to Serious and Organised Crime. This can also be used by SIOs in each of the Regional forces to access WMROCU resources.

The Head of the WMROCU is a Detective Chief Superintendent; this is the day-to-day manager of WMROCU. The Head of WMROCU and deputy are to be appointed by the 3 Regional ACCs at a panel. All other appointments are to be overseen by the Head of WMROCU.

The ROCU is made up of Police Officers and Police Staff from the four regional forces; Staffordshire, Warwickshire, West Mercia and West Midlands.

The Chief Constables of the four forces have the overall Direction and Control for the WMROCU. The Local Policing Bodies duty in relation to the WMROCU is as detailed in the Police Reform and Social Responsibility Act 2011.

New staff externally appointed to work under the terms and conditions of the Agreement from outside the Forces will be employed/appointed by one party.

1. Governance Arrangements

1.1 The governance arrangements encompass the following bodies:

- Regional meeting of Local Policing Bodies, Chief Constables and Chief Executives
- Regional NPCC Meeting
- Regional Organised Crime Board (ROCUB)

2. Regional meeting of Local Policing Bodies, Chief Constables and Chief Executives

2.1 Oversight and holding to account

2.2 Consideration of performance information

2.3 Consideration of annual report

2.4 Review of efficacy and effectiveness of WMROCU

2.5 Review and approve budgetary and financial information

2.6 The Local Policing Bodies may require the assistance of a policy support officer or officers to assist them with the compliance of their obligations under this Agreement. The Local Policing Bodies will agree the remit of this role or roles, and agree on the employing Office to host the officer(s). It is agreed that this post or posts will be funded exclusively by the Local Policing Bodies in accordance with the Agreed Costs Proportions applied by the Forces in WMROCU.

3. Regional NPCC Meeting Responsibilities in relation to WMROCU

3.1 To determine operational strategy

3.2 To monitor operational effectiveness and efficiency of each collaborative activity

- 3.3 To resolve all disputes in relation to operational issues
- 3.4 To review from time to time the relevance adequacy and applicability of all Agreements
- 3.5 To set budgets in respect of each operational capability at such periods as may from time to time agreed

4. Roles and Terms of Reference for the Regional Organised Crime Board (ROCUB)

- 4.1 The ROCUB will require the Host Force Chief Constable to account for the operational delivery of the WMROCU on behalf of the other Forces.
- 4.2 The ROCUB will ensure that:
 - 4.2.1 a plan for the delivery of the function is agreed and implemented by the Host Force
 - 4.2.2 ROCU are required by the Home Office to produce a quarterly performance return which is also circulated to the Local Policing Bodies at their regional meetings of the Chief Officers and Local Policing Bodies
 - 4.2.3 that the ROCUB provides additional direction to the Host Force as and when required
 - 4.2.4 that all Parties are consulted and agree on the significant future developments and delivery of the function
 - 4.2.5 there is an efficient and effective function delivered within ROCU budget
 - 4.2.6 the Host Force is held to account for the delivery of the function to the other Forces
 - 4.2.7 the revenue stream that supports the Function is sufficient to absolve the Host Force of any financial loss arising out of or connected with the delivery of the function
 - 4.2.8 that the Regional Risk Register is maintained
 - 4.2.9 to provide assurance of the delivery of WMROCU's vision
 - 4.2.10 to ensure WMROCU's compliance with legal requirements and national standards
- 4.3 The ROCUB shall perform an oversight function on behalf of the Forces and shall agree and oversee arrangements for accountability and performance management.
- 4.4 The ROCUB shall comprise the ACC Security (or their nominated representatives) from each of the Forces.
- 4.5 Terms of reference for the ROCUB will be agreed at a meeting of the Board which is attended by representatives from all Regional Forces
- 4.6 The Chair of the ROCUB will be the ACC Security from the Host Force.

- 4.7 The ROCUB will meet not less than bi-monthly and will be responsible for the following matters (and any other matters as appropriate):
- 4.7.1 ensuring the Function is managed in accordance with this Agreement
 - 4.7.2 demonstrating accountability, value for money, effectiveness and efficiency and that suitable arrangements are in place for performance management
 - 4.7.3 approving the operational model for the delivery of the Function
 - 4.7.4 recommending proposals for any significant alterations to the financial models of the Function
 - 4.7.5 approving proposals for any significant alterations to the operating models of the Function
 - 4.7.6 considering and approving proposals for any significant capital expenditure or disposal of any significant assets within the ROCUB's financial threshold and referring to the Local Policing Bodies for approval, if any is required in accordance with the internal standing orders and scheme of governance.
 - 4.7.7 considering and approving contractual arrangements with any third party for the provision of the Function by the Host Force
 - 4.7.8 resolving any high level strategic service delivery issues which cannot be resolved through line management arrangements
 - 4.7.9 considering and approving mitigating actions for instances where there are exceptional and unplanned in-year costs that fall outside planned expenditure
 - 4.7.10 considering the Regional Risk Register
- 4.8 The ROCUB will provide a quarterly report to the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives including financial and operational performance. The report will be prepared by the Head of ROCU and made available to all Forces.
- 4.9 Each member of the ROCUB will comply with any relevant Code of Conduct of their Force when acting as a member of the ROCUB.
- 4.10 To support the continued development of the effective collaboration across the Forces by ensuring the proper function of WMROCU and its integration with other collaborative work-streams.

5. Proceedings and Meetings for the ROCUB

- 5.1 Meetings of the ROCUB will take place at a suitable venue and at a time to be agreed by each of the Forces.
- 5.2 The quorum of the meeting will be at least one member from each of the Forces.
- 5.3 The nominated Chair of the ROCUB will have full responsibility for all necessary administration in relation to the ROCUB, including but not limited to, the issuance of an agenda and the recording and circulation of the minutes of the ROCUB.

6. Head of ROCU Role and Responsibilities

- 6.1 A police officer of not less than the rank of Detective Chief Superintendent shall be appointed to be the Head of the ROCU and shall be accountable to the Assistant Chief Constable (Security) and the ROCUB as appropriate and when required to do so by the Strategic Lead; the ACC for Security within West Midlands Police. They shall be responsible for:
- the management of the Operations of WMROCU
 - the formulation of policy and guidance for WMROCU
 - liaison with police forces, government departments, the Office of Surveillance Commissioners, other law enforcement agencies and multi-agency groups
 - the management of police officers and staff within WMROCU
 - managing the recruitment of all prospective officers and staff in relation to the work of WMROCU
 - managing the training of police officers and staff of WMROCU specific to their roles in WMROCU
 - liaison with the offices of the Local Policing Bodies in order to assist them with their function as required
 - authorising any approved contractual arrangements in the Contract Proposal form which is sent to the relevant Procurement department
 - The management of budgets surrounding operational activity
- 6.2 The ROCUB shall monitor the services provided to the Parties by WMROCU as against the capabilities provided to all the regional forces and the terms of this agreement and receive regular progress reports from key personnel including the Head of WMROCU.
- 6.3 The management and governance of WMROCU shall be undertaken at operational level in accordance with the diagram at section 1 above. The Head of WMROCU shall fulfil the role of ensuring compliance with the Standard Operating Procedures set by the Parties and shall report to the ACC (Security) (West Midlands Police) as to compliance and performance.

7. Performance Management

- 7.1 National performance requirements are still being tested and it is anticipated that a performance matrix will be issued during 2016.
- 7.2 WMROCU will complete an annual Regional Strategic Threat Assessment in conjunction with the NPCC within the Regional forces.
- 7.3 WMROCU will also complete a six-monthly review of the Regional Strategic Threat Assessment.

7.4 WMROCU will be inspected by HMIC as required.

8. Tasking and Prioritisation

- 8.1 A Lead Chief Constable will be responsible for attendance at National Strategic tasking and preside over regional Strategic tasking arrangements.
- 8.2 A Lead ACC will be responsible for attendance at National Tactical tasking and preside over regional Tactical tasking arrangements.
- 8.3 The Head of WMROCU shall be responsible for establishing and maintaining a process for tasking and co-ordination, and for managing competing demands on WMROCU's services, including a process for escalating and resolving disputes about tasking decisions. It is expected and anticipated that requests for WMROCU services will be received from a range of sources, including individual forces, other regional, national and international units and law enforcement agencies, and security services.
- 8.4 The process referred to at Clause 7.1 and 7.2 must take account of, and comply with, national tasking requirements, including alignment with national meeting cycles.
- 8.5 The process referred to at Clause 8.1 and 8.2, and any subsequent changes thereto, shall be approved by the Chief Constables and ACCs. The ROCUB may call for a report on, or other information relating to, the process at any time.
- 8.6 It is agreed and understood by the parties that the process referred to at Clause 7.1 and 7.2 above will ensure that the decision of the Chief Constables and ACCs in respect of the use of Collaborative Unit resources will normally be final.

9. Collaboration Values

- 9.1 The implementation of this Agreement shall adhere to and reflect the following principles:
- Openness, communication, trust and information sharing on a formal and informal basis in a timely fashion
 - Creating open dialogue between the Forces to discuss and resolve issues arising, irrespective of where faults may lie
 - Recognising issues and conflicts will arise and openly acknowledging, discussing and addressing such issues
 - Developing agreed and clearly understood mutual objectives whilst recognising and respecting each party's individual's objectives;
 - Ensuring common objectives are clearly communicated, recorded and understood and reflecting any approved changes to those objectives. This includes ensuring that decisions are made and recorded in accordance with the governance of the Host Force and the Governance Arrangements;

- Working together to anticipate potential problems and enable the taking of preventative action, where appropriate
- Ensuring there is commitment to sound contract performance management, benefit realisation and reporting, including managing change and risk and that the agreement develops and changes to meet the Parties' business needs
- Taking account of the need to meet the Parties' commitments to diversity and equality of opportunity for their employees and those to whom services are provided.
- Recognition that by virtue of the statutory provisions contained in the Social Responsibility and Reform Act 2011 which circumscribe the manner of collaboration between forces, it is provided that collaborative arrangements need not always be in the interests of efficiency and effectiveness of one individual force or policing body, but must serve those interests in respect of one or more of the collaborative partners.
- The ACC (Security) (West Midlands Police), in line with the recommendations of the WMROCU Tasking Process, shall fulfil the role of Strategic Lead and have day to day strategic responsibility for all WMROCU employees with legal responsibility for such staff remaining with the Chief Constable of the Force of which such a person is a member. The Chief Constables agree the attendant delegation of their powers, duties and obligations to the ACC (Security) (West Midlands Police) to ensure the successful operation of this strategic role. The ACC (Security) (West Midlands Police) shall be responsible for the effectiveness and efficiency of the WMROCU and shall seek to ensure continuous improvement in the WMROCU's Operations. This requirement shall include securing and demonstrating value for money.

SCHEDULE III HR PROTOCOL

West Midlands, Staffordshire, West Mercia and Warwickshire Police Regional Collaboration (HR Protocol)

1.0 Introduction

- 1.1 In compiling this Human Resources protocol, the Home Office Statutory Guidance for Collaboration and supporting toolkits have been considered.
- 1.2 Under the terms of a Section 22a/Section 23 (as amended) Agreement, the Chief Constables retain legal direction and control and thus liability for their respective officers and staff. If it is deemed necessary, they may pass direction and control to another Chief Constable to assist the Department or Directorate under the terms of a separate agreement for assistance or under the terms of this Agreement. When direction and control is to be passed, an appropriate document will be drafted and approved by the relevant legal representative(s).
- 1.3 This Protocol supports the Section 22a/Section 23 Agreement for the operation of the WMROCU between all four forces. These guidelines may be subject to regular reviews and may be varied from time to time as appropriate following full consultation with Staff Associations and Unions.

2.0 Managing the Establishment

- 2.1 Prior to the implementation of WMROCU, the ownership of and funding and/or percentage split of funding for each post within a joint structure will be agreed by the lead Assistant Chief Constables as part of the business case in accordance with the WMROCU Financial Sharing Protocol.
- 2.2 The Head of WMROCU reserves the right to propose structural changes to the WMROCU subject to consultation. If changes to the establishment are proposed, they must be approved by the ROCUB in agreement with the Heads of HR and Finance (or their representatives) for each Force.

3.0 Transfer of Police Officers and Staff

- 3.1 All police officers and staff will continue to be employed by their Home Force. No police officer or staff member will be directed to permanently transfer from one force to the other in order to fill a vacancy. However, this principle would not prevent a voluntary force transfer should a police officer and the Chief Constables agree to such an arrangement.
- 3.2 Police officers and staff may be seconded to the Host Force's establishment in line with the Home Force secondment policy for a fixed period. All officers and staff must be advised of the implications of the secondment prior to agreeing to this variation to their terms and conditions. A standard form/letter will be agreed outlining the variation and changes to existing terms and conditions, direction and control issues (discipline, sickness, leave grievance etc.) and arrangements for when the secondment is terminated. The member of staff will retain employment with the Home Force.

4.0 Commencement of Collaborative Working

- 4.1 Any new areas/functions which are considered to be appropriate for delivery by WMROCU are to be approved by the ROCUB.
- 4.2 A scoping exercise will take place to establish current officers and staff affected by the transfer of areas/functions to the WMROCU.
- 4.3 Following agreement from the ROCUB on which option to implement, HR representatives from each affected force, in consultation with Staff Associations and Union will agree a set of

principles in order to deliver appropriate people resource. This will take into consideration existing policies and could for example include; ring fencing, slotting/assimilation, preferencing, recruitment or redundancy.

5.0 Management of Existing Collaborative Working Arrangements

- 5.1 ROCU line managers will manage the existing establishment of officers and staff as previously agreed by the ROCUB.
- 5.2 Any significant changes to the establishment will be referred back to the ROCUB for discussion and agreement.
- 5.3 Recruitment into vacancies will be agreed by the Host Force Resource and Deployment Group whilst the WMROCU remains responsible for recommending how roles are advertised and acting in the best interest of each Force and the Region as a whole.
- 5.4 Line managers will manage existing headcount in conjunction with employees' Home Force policies.
- 5.5 HR representatives from each force will consult on a regular basis regarding any staffing issues.

6.0 Changes to the Collaborative Arrangement

- 6.1 As referred to in point 5.2 any significant changes to establishment will be referred back to the ROCUB for discussion and agreement.
- 6.2 As a result of a decision from the ROCUB which affects the existing establishment HR representatives from each affected Force will be informed. Following consultation with Staff Associations and the Unions a set of principles will be agreed and affected individuals consulted as appropriate. The agreed principles could include for example; ring fencing, slotting/assimilation, preferencing, recruitment or redundancy situations.

7.0 Termination of Collaborative Arrangement

- 7.1 Should the collaborative arrangement, following agreement by the ROCUB be terminated, HR representatives from each Force will agree a set of principles following consultation with Staff Associations and the Unions. The principles will govern whether affected employees are returned to force and or made redundant following appropriate consultation. The principles will also govern how Officers are returned to force and whether this should for example include a preferencing process.

8.0 Terms and Conditions

- 8.1 Officers and staff working in WMROCU teams will continue to be employed on the existing terms and conditions of service/regulations of their Home Force. Staff and line managers should seek HR advice from their Home Force's HR Department.
- 8.2 When officers and staff are seconded to the Host Force as contemplated in this agreement, their service with the Host Force shall be treated as continuous for all purposes including membership of the Local Pension Scheme.

9.0 Policies, Practices and Procedures

- 9.1 Wherever possible, shared HR working protocols and guidance will be developed to aid joint working practices and procedures within the WMROCU. However, an employee's terms and

conditions of service will not change and the employee will remain the responsibility of the Home Force.

- 9.2 Officers and staff will be required to comply with their own force policies and procedures including reporting arrangements where a joint WMROCU working protocol does not exist, whilst informing the Host Force of any changes to their circumstances eg. absence etc.
- 9.3 Line managers with HR support should familiarise themselves with all force policies and procedures when managing officers and staff from different forces.
- 9.4 The Home Force policy regarding payment of allowances such as travel, expenses, annual leave entitlement, and pay and conditions will apply.
- 9.5 The maintenance and holding of personnel records will be the responsibility of the employee's Home Force in liaison with the Host Force.

10.0 Learning and Development

- 10.1 A standardisation of job descriptions and competency definitions will be agreed for each job role within WMROCU subject to job evaluation and re-negotiation of rank if applicable. Refer to 6.2.
- 10.2 A joint approach will be developed to identify the training and development needs requirements for the WMROCU. Annual and mandatory training will be delivered by the Home Force. All role specific training will be identified and delivered by the Host Force in order to support development of staff and legislative requirements.
- 10.3 Common standards for training and the accreditation of skills will be developed.
- 10.4. Agreement will be reached with each Home Force regarding the funding of training. Travelling expenses to attend courses will be in accordance with the Home Force policy.
- 10.5 The Host Force will inform the Home Force of any training so as to ensure officers and staffs training records remain up to date.

11.0 Pay, Grading and Allowances

- 11.1 As separate employers, each Force employs its own mechanism to determine staff grades. Should the role incur a change within the WMROCU refer to 6.2 for appropriate action.
- 11.2 Where an officer/staff is seconded to the Host Force, the responsibility for the individual's pension remains with the Home Force.

12.0 Promotion

- 12.1 Police Officers will be eligible to apply for promotions within their Home Force. Should an officer receive promotion (substantive - not Temporary) within their Home Force officers will be transferred back to their Home Force in their new rank.

13.0 Complaints, conduct and performance

See Appendix A

14. Conduct & Performance

- 14.1 Please refer to Appendix A, Statutory Guidance for Police Collaboration. With respect to how conduct and performance these issues will be dealt with under the collaborative agreement.

- 14.2 Discipline issues for Officers will be reviewed by the Head of WMROCU in the first instance. Low level sanctions such as informal meetings and management advice will be administered by WMROCU. Any performance and misconduct matters will be dealt with as detailed in Appendix A paragraphs 189 – 195. In respect of cases of gross misconduct, these will be referred to the Chief Officer of the Home Force for disciplinary proceedings.
- 14.3 Discipline and performance issues for Staff will be governed by the relevant Home Force policy and procedure. HR representatives from each affected Force along with the Host Force will consult on such matters.
- 14.4 At the time an officer or member of staff return to their Home Force, any outstanding disciplinary dispute as outlined in 14.2 and/or resolution matters will be completed by the Host Force.
- 14.5 Please refer to the main agreement Section 11.2 regarding Chief Constables' Direction and Control.

15.0 HR Schedule Review Mechanism

- 15.1 This schedule will be reviewed in line with the WMROCU legal agreement and/or as required. The implementation will be subject to review and the protocols agreed may be varied from time to time as appropriate and following consultation.
- 15.2 To reflect the mutual indemnities provided for in this Agreement but without derogation from the autonomy of the Host Force, the Parties agree to consult from time to time through a Regional HR Group to establish best practice, to review its implementation, to consider any legal challenges brought by staff and to consider all other issues of mutual interest in respect of the Host Force model. This group will ensure regular contact is maintained with the officer/staff Home Force and HR records are kept up to date.

APPENDIX A
HUMAN RESOURCES PROTOCOL
Extract From the “Statutory Guidance for Police Collaboration”

13: Complaints, conduct and performance

185. Where a collaboration agreement involves transferring direction and control over police officers to a different Chief Officer, this will change the way in which public complaints, conduct matters and death or serious injury (DSI) matters relating to those officers are managed. There are also implications for the way any misconduct or unsatisfactory performance should be dealt with.

186. The handling of public complaints, conduct matters and DSI matters under the **Police Reform Act 2002** and associated regulations are dependent upon which Chief Officer has direction and control of the police officers or staff members involved.

187. In the area of conduct there are three concepts that have particular importance:

- membership of a force
- the appropriate authority, and
- direction and control.

188. Where direction and control is passed from one Chief Officer to another, as is permitted under a collaboration agreement, there are implications for how public complaints, conduct and DSI matters (as defined in the Police Reform Act 2002) are dealt with. The chief police officer of the force to whom direction and control is passed under a collaboration agreement becomes the ‘appropriate authority’ (as defined in the Police Reform Act 2002) and assumes the duty and responsibility to handle public complaints, conduct matters and DSI matters in the same way as would happen if these related to his or her own force - e.g., the responsibility to record complaints or recordable conduct matters and the referral of such matters or DSI matters to the Independent Police Complaints Commission (IPCC). As in their own force, a Chief Officer may delegate the authority to discharge roles and responsibilities under the Police Reform Act 2002.

CONDUCT AND PERFORMANCE

189. In relation to police officers, the Chief Officer of the force to whom direction and control has passed should assess and investigate misconduct and performance matters. If it is determined that there is a case to answer in respect of misconduct but not gross misconduct, then (subject to paragraph 192) disciplinary proceedings should be conducted by an officer from the force whose Chief Officer has direction and control under the collaboration agreement. The same principle applies if there is a case to answer in respect of unsatisfactory performance or attendance, but not gross incompetence. The Chief Officer of the force to whom direction and control has passed may also suspend an officer where the statutory conditions are met.

190. If the Chief Officer of the force with direction and control determines that there is a case to answer in respect of gross misconduct, the matter should be referred to the Chief Officer of the force of which the officer is a member (the ‘Home Force’) for disciplinary proceedings. Potential fast track cases should also be referred to the Home Force, as should cases of gross incompetence.

191. Cases may arise where police officers from different forces are involved in the same incident. The regulations allow disciplinary proceedings to be conducted by officers from another force and therefore, even in cases of gross misconduct, the officers could, if appropriate, have their cases heard in the same set of proceedings.

192. Where officers have a final written warning in force at the date of the assessment of their conduct and there is a case to answer in respect of misconduct, or they are subject to a final written improvement notice and there is a case to answer in respect of unsatisfactory performance or attendance, the case should be referred to the Chief Officer of their Home Force. The Chief Officer of

the force to whom direction and control has passed should always check with the Home Force to establish whether there is a current final written warning or improvement notice on an officer's record prior to proceeding with the disciplinary or unsatisfactory performance procedures beyond the investigation stage.

193. The early involvement of a police friend, as defined within the Police (Conduct) and Police (Performance) Regulations, is fundamental to getting the understanding and co-operation that is necessary for this dimension of collaboration to work effectively.

194. The appropriate authority for a Chief Officer will remain the Police and Crime Commissioner or Mayor's Office for Policing and Crime in all cases.

195. In relation to members of police staff, forces will need to agree (as part of their collaboration agreement) how performance and conduct matters should be dealt with. This should be agreed with the recognised trade unions. This is because the Police Conduct Regulations and Police Performance Regulations only apply to police officers and, as a result, arrangements for dealing with misconduct and unsatisfactory performance of police staff members varies from force to force.

WHISTLE-BLOWING

196. The **Public Interest Disclosure Act 1998** (PIDA) provides a framework of legal protection for individuals who disclose information so as to expose malpractice and matters of similar concern and protects these individuals (known as "whistle-blowers") from victimisation and dismissal.

197. As employees, police staff have been covered by PIDA since its inception; this was not the case for police officers as they are officers of the Crown, not employees. Section 37 of the Police Reform Act 2002 amended the **Employment Rights Act 1996** to allow for police officers (and police cadets) to be regarded as 'employees' for the purpose of giving them the protection afforded by PIDA. The amendments also made 'the relevant officer' the employer for the purposes of PIDA. For a member of a police force that 'relevant officer' is the Chief Officer of that force.

198. Given the legal structure within which whistle-blowing operates, a collaboration will not change the "employee"/"employer" relationship that provides the necessary protection against victimisation and dismissal. Thus even if police staff are under the direction and control of another Chief Officer it is the Chief Officer of their Home Force where they are members who must give the protection. Therefore within a collaboration agreement it is highly recommended to set out that the lines of reporting for police officers or police staff to be able to report "whistle-blowing" matters are back to their Home Force.

199. By clearly stating in collaboration agreements that the reporting lines of police officers and police staff lie with their Home Force, the risk of uncertainty or confusion may be effectively minimised.

SCHEDULE IV FINANCE PROTOCOL

West Midlands/Staffordshire/West Mercia/Warwickshire Police Regional Collaboration (Finance Protocols)

1. Purpose of Report

1.1 To present for consideration to the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives and to the ROCUB the recommended finance protocols governing:-

- Overarching Financial arrangements
- Budget setting
- Budget monitoring, reporting and forecasting
- Year end and statutory accounts
- Provision of financial advice
- Treatment of income and expenditure
- Procurement
- Insurance
- Assets
- Definitions

2. Overarching Financial Arrangements

2.1 The direct costs (including pay and non pay expenditure) which provide for the running of the collaborated services shall be funded by the agreed WMROCU financial agreement. This agreement, along with any subsequent amendments, will be agreed by Force Heads of Finance / Director of Finance/Resources along with the ROCUB.

2.2 The protocol recognises that Local Policing Bodies and the Chief Constables are individual corporate soles with separate statutory responsibilities arising from tax setting, financial management and financial reporting legislation and regulation.

2.3 There will be nine recipients of financial information relating to this collaborative service. These will be:

- Policing operations included within this Collaboration
- West Midlands Local Policing Body
- Staffordshire Local Policing Body
- West Mercia Local Policing Body
- Warwickshire Local Policing Body
- West Midlands Police Chief Constable
- Staffordshire Police Chief Constable
- West Mercia Police Chief Constable
- Warwickshire Police Chief Constable

2.4 The direct costs associated with each collaborated service will be defined as a cost pool for the purpose of sharing costs. These pooled costs will be shared based on the WMROCU financial agreement. Certain indirect costs shall not be pooled for cost sharing purposes. These are defined using the original principles detailed at Appendix 1 and will be subject to regular review by each Local Policing Body's Chief Finance Officer or Chief Constable's Chief Finance Officer.

3. Budget Setting

- 3.1 The relevant finance officers of each Force shall agree an annual timetable for the purpose of producing relevant and timely budgetary information each year.
- 3.2 The budget proposal shall be submitted for approval to the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives on an annual basis in advance of each Force's annual budget setting round to complement and support the core budget setting process.
- 3.3 The draft collaborative budget shall be prepared by the Host Force.

4. Budget Monitoring, Reporting and Forecasting

- 4.1 The Host Force for the collaborated services shall be responsible for producing relevant, timely and accurate financial information in accordance with recognised accounting standards and in a format that is agreed by the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives.
- 4.2 The Host Force will be expected to produce budget monitoring information in an agreed format to agreed timescales.
- 4.3 The Finance Officers for each Force shall work together in a professional and collaborative manner to ensure that relevant, timely and accurate information is produced on a regular basis within the agreed timescales. This information will then be shared with all relevant parties to the agreement so that it can be used to support local decision making.
- 4.4 The Finance Officers of each Force or their appointed deputies shall meet on a regular basis to assess and consider the financial performance of the collaborated function, review any significant variations and the nature of any non-pooled expenditure.
- 4.5 In the event that disagreements arise in relation to the allocation of expenditure these will be escalated in the first instance to the respective Heads of Finance / Director or Finance/Resources.

5. Year End and Statutory Accounts

- 5.1 The finance teams will set a timetable that agrees year end processes and milestones. Any differences between budgeted and actual expenditure which result in under/over spends must be agreed between the Forces with the net debtor/creditor position established before reporting the outturn position to the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives. Underspends from Force contributions will be transferred into the reserves of the Host Force. Use of the reserves should be subject to approval at the relevant board in accordance with the financial thresholds.
- 5.2 Finance officers of the non-Host Force shall provide financial information in an agreed format in accordance with the agreed timetable. The Host Force will then produce a sufficiently detailed disclosure note for the jointly controlled operation which will be included in the Local Policing Body's and/or Chief Constables Statement of Accounts.

5.3 The Host Force shall produce a consolidated financial statement including an analysis of annual income, expenditure, assets and liabilities for the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives in accordance with recognised accounting practice.

6. Provision of Financial Advice

6.1 It shall be the responsibility of the Host Force to provide appropriate financial support and advice to the operational lead including relevant input into new business cases.

6.2 The reporting of budgeted expenditure, actual expenditure, significant variances and forecasting outturn income and expenditure will be completed in an accurate and timely manner to assist the budget holder in their decision making.

6.3 Reports will be produced in a consistent format and will generally highlight key variances from expected performance and a number of key issues which are thought to be driving the variance.

6.4 The Host Force will provide support and advice directly to Departmental Management teams and attend local management meetings to discuss departmental performance.

6.5 It may be appropriate to fully devolve costs to the collaborated services (for example pay budgets and premises related expenditure).

7. Treatment of Income and Expenditure

7.1 Income and expenditure will be deemed to be pooled where it is directly attributable to the collaborated function and the type of income or expenditure is present in each force. Non-pooled income and expenditure is described in Appendix A.

8. Procurement

8.1 The procurement of goods and services on behalf of the WMROCU will be in accordance with the terms of the attached West Midlands ROCU Consortium Agreement, which can be found at Appendix 2.

8.2 This section 8 and the West Midlands ROCU Consortium Agreement will not cover arrangements for the purchase of buildings and/or land.

9. Insurance

9.1 All employers' and public liability claims, employment tribunal claims, complaints, grievances or conduct issues raised by, or against staff working within such collaborative arrangements will be dealt with by their employing Chief Constable/Local Policing Body in accordance with each Forces respective Professional Standards or police staff disciplinary procedures, save for when direction and control has passed from one Chief Constable to another in accordance with the provision of section 11 & 17 of the section 22A agreement.

9.2 Losses not covered by an insurance policy, judicial review, complaints, grievances or conduct issues arising from collaborative working will be managed on a case by case basis by forces.

9.3 Insurance cover for any assets directly affected by collaborative arrangements will be assessed by the insurance professionals from each force to ensure that adequate cover is maintained during the setting up of collaborative arrangements and reviewed at regular intervals thereafter.

10. Assets

- 10.1 Where Local Policing Bodies and/or Chief Constables provide assets to be used within collaborative arrangements a joint asset inventory should be maintained which should clearly identify the owner of the assets shown in it.
- 10.2 The financing of assets from capital expenditure will remain within each Force and not form part of the financing of the collaborative arrangement.
- 10.3 The distribution of significant capital receipts (over a £250,000 de-minimis level) will need to be agreed by the Regional Meeting of Local Policing Bodies, Chief Constables and Chief Executives.
- 10.4 Capital receipts for assets which have been purchased for the collaborative agreement below the de-minimis level will be split on the WMROCU financial formula unless it can be agreed that a more suitable split should occur based on the ownership of the assets and their useful life.
- 10.5 Each Force should keep a separate record of assets with the responsibility for maintaining a register which identifies WMROCU assets remaining with each individual Force.

11. Definitions

- 11.1 **'Direct costs'** are those costs that can be directly identified with a specific cost centre, department or function.

A **'cost pool'** is the grouping of costs directly attributable to the collaborative function.

'Relevant Finance Officer' may be the Chief Finance Officer of each force or Police and Crime Commissioner or a suitably qualified and experienced individual to whom they may delegate responsibilities.

The **'Host Force'** in Schedule IV of this Agreement is the force whose Assistant Chief Constable is the portfolio director for the service described.

'Pooled expenditure' refers to that direct expenditure which is incurred within the cost pool

Appendix A:

Financial Transactions that will not be pooled within collaborated areas.

Financial Transactions that will not be pooled:

1. Non specific grant income
2. Borrowing costs
3. Bank charges
4. Insurance premiums
5. Nationally calculated charges (unless directly relevant to the pooled activity)
6. Redundancy costs

APPENDIX 1 – FINANCIAL PRINCIPLES

Regional Organised Crime Unit 6th September 2013

1 Introduction and Background

- 1.1 As set out in the Proposed ROCU Financial Principles (v1), the baseline for ROCU is the 2013/14 original budgets and staffing levels.
- 1.2 The purpose of this report is to outline the 2013/14 original budgets and staffing levels for the existing capabilities within the ROCU and outline the work required to set a baseline for the remaining capabilities within Phase 1 of the programme.
- 1.3 Phase 1 of the programme includes the following capabilities:
- Regional Asset Recovery Team
 - Regional Intelligence Unit
 - Regional Prison Intelligence Unit
 - UK Protected Persons Service
 - Regional Fraud Team
 - Cyber Crime
 - Regional Confidential Unit
 - VIPER Operations

2 Regional Asset Recovery Team

- 2.1 The Regional Asset Recovery Team (RART) has an establishment of 20 FTE (Full Time Equivalent) and a budget of £1,026,000. The RART is 100% grant funded. See Appendix A for a breakdown of the establishment and budgets.

3 Regional Intelligence Unit

- 3.1 The Regional Intelligence unit (RIU) has an establishment of 18 FTE and a budget of £1,035,700. Funding for the RIU is a mix of grant and Force contributions, as per the table below.

Rank	Total £
Home Office	514,000
Force Contributions	
West Midlands	254,900
West Mercia	97,500
Staffordshire	96,200
Warwickshire	73,100
Total	1,035,700

3.2 See Appendix B for a breakdown of the establishment and budgets, along with an explanation of how the Force contributions are calculated.

4 Regional Prison Intelligence Unit

4.1 The Regional Prison Intelligence Unit (RPIU) has an establishment of 18 FTE and a budget of £954,300. Funding for the RPIU is through Force contributions, as per the table below.

Rank	Total £
Force Contributions	
West Midlands	421,800
West Mercia	271,400
Staffordshire	200,700
Warwickshire	60,400
Total	954,300

4.2 See Appendix C for a breakdown of the establishment and budgets, along with an explanation of how the Force contributions are calculated.

5 UK Protected Person Service

5.1 The UK Protected Person Service went live in October 2013. It has an establishment of 15 FTE and a budget of approximately £1,253,900.

5.2 The final details of the budget along with a baseline for current Force contributions to the Protected Person Service need to be finalised and agreed by Finance Representative from the Region.

5.3 See Appendix D for a breakdown of the establishment and approximate budgets.

Funding options

5.4 A query was raised by a Regional Force as to the funding of the Witness Protection (Client) Expenditure; there were two options for the Board to consider:

- Option 1 – Witness Protect Expenditure is part of the Regional Budget
- Option 2 – Force's pay on a case by case basis

- 5.5 Option 1 was the preferred proposal as this gives Forces more certainty around annual budget contributions and will allow the cases to be managed consistently, without the need to cross charge.

6 Regional Fraud Team (RFT)

- 6.1 The current Regional Fraud Team (RFT) was started in November 2012 and is funded by income from The City of London Police. The funding was due to cover 1 x Police Constable and 1 x Analyst, however the Analyst post remains vacant. The funding runs until November 2013. The structure of this team going forward is expected to be 6 FTE (1 x DS & 5 x DC) with staffing budgets of around £307,000, non pay budgets are yet to be agreed.
- 6.2 No force contributions exist for the Regional Fraud Team.

7 Cyber Crime Unit

- 7.1 The Cyber Crime Unit is at the planning stage of the project, the structure of the team is yet to be agreed.
- 7.2 No force contributions exist for the Cyber Crime Unit.

8 Regional Confidential Unit

- 8.1 The Regional Confidential Unit is at the planning stage of the project, the structure of the team is yet to be agreed.
- 8.2 A baseline for the Regional Confidential Unit project needs to be calculated and agreed by Finance representatives from each Force.

9 VIPER Operations (ROCU Reserve)

- 9.1 VIPER Operations, to be renamed ROCU Reserve, is a one off funding stream generated through under spends in the ROCU over the last 5 years. The balance as at 1st September 2013 is £317,100. This balance is held against in Reserves, earmarked for the ROCU.

10 Summary

10.1 The current regional contributions are summarised in the table below.

Description	WMP £	WMC £	Staffs £	Warwick £	Home Office Grant £	2013/14 Baseline £
RIU	254,900	97,500	96,200	73,100	514,000	1,035,700
RPIU	421,800	271,400	200,700	60,400		954,300
RART					1,026,000	1,026,000
Current Contribution	676,700	368,900	296,900	133,500	1,540,000	3,016,000

11 Actions Required

11.1 Actions Required as a result of this paper are as follows:

- Agree Regional Contributions for the RART, RIU & RPIU for 2013/14
- Calculate and agree baseline for the Protected Persons Service for 2013/14
- Agree preferred option for funding Witness Protection Expenditure
- Finalise the budget requirement for the UK Protected Persons Service
- Calculate and agree baseline for Regional Confidential Unit for 2013/14

RESTRICTED and REDACTED – Appendices A, B, C & D

CONSORTIUM

COLLABORATION AGREEMENT FOR MIDLAND REGION PROCUREMENT CONSORTIUM

This **AGREEMENT** is made between the parties named in Clause 2 hereof and shall come into effect on the date of the Collaboration Agreement for the Provision of West Midlands Regional Organised Crime Unit ("**Main Agreement**").

RECITAL

The Consortium wishes to act collaboratively in negotiating with potential suppliers for the procurement of a range of goods, services and works, to obtain the best possible value for money in meeting the technical specification and operational needs of participating Consortium Members.

1. Name of Consortium

1.1 The name of the Consortium shall be the "**West Midlands ROCU Consortium**" (hereafter referred to as "**the Consortium**")

2. Membership of the Consortium

2.1 The following parties shall be the members of the Consortium (hereafter collectively referred to as the "**Consortium Members**"):-

2.2 The Police and Crime Commissioner for Staffordshire and the Chief Constable of Staffordshire Police
The Police and Crime Commissioner for Warwickshire and the Chief Constable of Warwickshire Police
The Police and Crime Commissioner for West Mercia and the Chief Constable of West Mercia Police
The Police and Crime Commissioner for West Midlands and the Chief Constable of West Midlands Police

And any other Consortium Members subsequently elected in accordance with the provision of Clause 2.3 hereof.

2.3 The Police and Crime Commissioner so elected shall be bound by the terms and conditions of this Agreement and become a Consortium Member upon signing a copy of the Agreement to that effect in accordance with the provisions hereof. Membership will only be complete when such signed Agreement has been returned to the Consortium.

3. Objectives.

3.1 The objective of the Consortium shall be to negotiate terms of, and to enter into framework agreements and/or individual contracts for the supply of goods, services and works as may be considered appropriate.

3.2 To agree to amend any existing standard software licences which will be required in accordance with the Main Agreement, and the parties also agree to ensure that such variations to these licences will also include a provision that the variation will cease to be valid upon the termination of the Main Agreement.

4. Legal Status of the Consortium

4.1 The Consortium Members agree that this Agreement shall be legally binding. The Consortium is not a legal entity for contracting purposes.

4.2 Each Consortium Member shall use all reasonable endeavours to promote the best interest of the Consortium. All Consortium Member shall have equal status under this Agreement.

- 4.3 Each Consortium Member will co-operate with each other in good faith for the duration of this Agreement.

5. Organisation

- 5.1 Except as provided in Clause 5.4 hereof, any Consortium Member may be appointed by the Consortium to act as the Lead Authority for all Consortium Members (hereinafter referred to as the "Lead Authority") in respect of any individual procurement exercise, and shall thereafter conduct all negotiations with potential suppliers and enter into any framework agreements and/or contracts on behalf of the Consortium Members. Before any decision is taken in respect of any framework agreement and/or contract to be entered into by the Lead Authority on behalf of Consortium Members, officers of the Lead Authority shall fully inform all other Consortium Members of the nature and proposed terms and conditions of such framework agreement and/or contract and shall consult with and have regard to the views of each Consortium Member thereon.
- 5.2 Individual Consortium Members shall be free to enter into individual "call off" contracts with any contractor who has entered into a framework agreement with the Lead Authority (a "Consortium Contractor") but shall under no circumstances, agree to or change any aspect of any framework agreement entered into by the Lead Authority on behalf of the Consortium in pursuance of Clause 5.1.
- 5.3 In the event of any dispute between any Consortium Member and a Consortium Contractor this will be referred to the Lead Authority who shall then seek to resolve such dispute on behalf of the Consortium following consultations with Consortium Members whenever possible.
- 5.4 If joint agreement cannot be reached by the Consortium Members prior to any contract being entered into the following shall apply:-
- (i) Any two or more Consortium Members shall have the right to enter into a contract with a Consortium Contractor, provided that all other Consortium Members have been consulted before they proceed. The Lead Authority will, if so required by those Consortium Members participating in such contract, undertake any contract administration and draw up and if appropriate enter into any framework agreement and/or contract on behalf of those Consortium Members participating in such contract.
 - (ii) If any Consortium Member elects not to take part in any procurement exercise, then that Consortium Member shall be free to make its own arrangements regarding any contract. Such contract will be outside the scope of this Agreement.
- 5.5 Each Consortium Member shall be responsible for ensuring that appropriate consultation has taken place with members of its relevant Staff Associations/Trade Unions.
- 5.6 Every Consortium Member will comply with this Constitution and any procedures, protocols and practices agreed from time to time in writing by the Consortium Members.

6. Financial Arrangements

- 6.1 Unless otherwise agreed by the Consortium, each Consortium Member will enter into any individual contract with a Consortium Contractor and shall be responsible for making any payments due as a result of placing orders under such contract or a Lead Authority will enter into a contract on behalf of the Consortium Members
- 6.2 Should any Consortium Member fail to meet its obligations under any individual contract with a Consortium Contractor including but not limited to an obligation to make any payment, then responsibility for that failure shall rest with the defaulting Consortium Member and not with the Consortium or the other members thereof. This provision is not applicable to a Lead Authority acting on behalf of the Consortium Members.

- 6.3 No management or administrative costs shall be charged by the Lead Authority in respect of the preparation, drawing up or entering into any framework agreement and/or contract with a Consortium Contractor, or the day to day administration thereof. Provided that where a framework agreement and/or contract has been entered into with a Consortium Contractor on behalf of the Consortium Members, then Consortium Members shall contribute reasonably as determined by the parties, either in the Main Agreement or any subsequent agreement between them towards any costs approved by the ROCU Board to cover costs incurred by the Lead Authority with the prior approval of the Consortium for complying with the terms and conditions of the contract and any dispute or litigation or arbitration arising out of any such contract.
- 6.4 The Lead Authority or any other Consortium Member authorised by and acting on behalf of the ROCU Board, shall invoice the ROCU Board who will obtain from the Consortium Members proportionately as agreed in the Main Agreement for the costs of any expenditure incurred for the purchase of samples, testing or the placing of public advertisements.
- 6.5 Each Consortium Member shall bear all costs incurred by its own representatives in attending any meetings or visits to external organisations.
- 6.6 The Lead Authority shall, for the purpose of entering into any framework agreement and/or contract with any Consortium Contractor, act in accordance with its own Contract Standing Orders and in addition comply with all relevant European Community and/or UK national legislation, UK government policy or guidance.

7. Liability and Indemnity

- 7.1 Every Consortium Member shall indemnify all other Consortium Members against all actions, claims, demands, costs, charges and expenses arising out of its obligations under clause 6.3.
- 7.2 Every Consortium Member shall indemnify all other Consortium Members against all actions, claims, damages, demands, costs, charges and expenses arising from any loss, damage or injury (including injury resulting in death) to any property belonging to or the personnel of that other Consortium Member or any third party where such loss, damage or injury results from the negligence act or omission of the Consortium Member, its servants or agents.

8. Governance

- 8.1 The Consortium Members agree that no contract will be entered into without a duly completed and signed Contract Proposal Form as set out in Appendix 1

9. Intellectual Property

- 9.1 Save in relation to any information materials or specifications created by or licensed to any Consortium Member prior to or outside the scope of this Agreement (the ownership of which shall be unaffected by any provision of this Agreement), all intellectual property rights in any information materials or specifications created for use, or intended use, in relation to any individual procurement process shall vest in and be the sole property of the Lead Authority.
- 9.2 The Lead Authority shall grant to all other Consortium Members a royalty free irrevocable licence to use such information materials or specifications for their own business purposes.
- 9.3 No information materials or specifications shall be disclosed by any Consortium Member to any Non Member or other third party without the written consent of the Lead Authority and/or other Consortium Members.

10. Termination of Consortium Membership

- 10.1 This Agreement will terminate automatically on the termination of the Main Agreement.

10.2 The Consortium may be terminated by a unanimous decision of the Consortium Members.

11. Data Protection, Freedom of information, Publicity and Confidentiality

11.1 Each Consortium Member shall comply with the provisions of the Data Protection Act 1998 (“the Act”) in respect of the processing of any Personal Data lawfully obtained as a result of being a Consortium Member or otherwise, and shall not use or disclose such Personal Data or any part thereof, in a manner incompatible with the provisions of the Act. Each Consortium Member shall at no cost assist any other Consortium Member to comply with any obligation under the Freedom of Information Act 2000 which arise as a result of membership of the Consortium.

11.2 Subject to clause 11.3 no announcement or public statement concerning the existence, subject matter or any term of this Agreement, or any individual procurement process shall be made by or on behalf of any Consortium Member without the prior consent of the Consortium Chairman.

11.3 Clause 11.2 shall not apply to any announcement or public statement by any Consortium Member which is required by law or a regulatory or government body to which such Consortium Member is subject, in which case the Consortium Member shall make all reasonable attempts to agree the contents of such announcement or statement with the other Consortium Members prior to such announcement or statement

11.4 Each Consortium Member shall:

11.4.1 Treat as confidential all information obtained by it in connection with the Consortium, and any individual procurement process.

11.4.2 Take precautions to ensure that all information is treated as confidential

11.4.3 Not disclose any such information to any person other than those of its officers, employees, agents, professional advisers, subcontractors and suppliers who need to know such information for the purposes of its business without the prior written consent of the Consortium Chairman.

11.5 No Consortium Member shall disclose commercially sensitive information concerning any supplier or potential supplier to any Non Member or other third party without the prior written consent of the other Consortium Members.

11.6 Clause 11.4 and 11.5 shall not apply to any information which:

11.6.1 is in or comes into the public domain other than by way of any unauthorised disclosure or

11.6.2 is required to be disclosed by law, or to a Court of competent jurisdiction, tribunal, arbitrator or to a government agency or other regulatory authority, provided that such requirement for disclosure is notified by the Consortium Member receiving such requirement to the other Consortium Members at least 7 days in advance of such disclosure in order that any Consortium Member may make representations to the appropriate Court, tribunal, arbitrator, government agency or regulatory authority prior to disclosure.

12. Variation

12.1 This Agreement may be amended by a unanimous decision by the Consortium Members. Any such change to this Agreement shall be executed by means of a written memorandum, signed by a person duly authorised by each Consortium Member.

1.1.1 APPENDIX 1 (of the COLLABORATION AGREEMENT FOR MIDLAND REGION PROCUREMENT CONSORTIUM)

CONTRACT PROPOSAL FORM

Contract Title			
Contract Reference		Date	
Lead Authority			
Proposed Contract Details: 1. Term 2. Details of goods or services to be procured 3. Timeframe 4. Budget 5. Key performance indicators 6. Termination provisions 7. Any other relevant information			
Signed by			
On behalf of the Head of ROCU			

Any additional comments:

Attachment:

- Break down of items
- Schedule/project plan
- Other.....