

THIS AGREEMENT is made on XXXXX

BETWEEN

- (1) **THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS**, a corporation sole of Lloyd House, Colmore Circus, Queensway, Birmingham, B4 6NQ ("WMPCC"); and
- (2) **XXXXX**, XXXXX ("XXXXX").

1. PROVISION OF SERVICES

XXXXX has been appointed as an XXXXX

2. DURATION

Subject to clause 9, this Agreement will start on XXXXX and will continue until XXXXX when it will terminate without the need for notice from either party.

3. DUTIES

3.1 XXXXX agrees to:

- 3.1.1 Provide the Services in accordance at all times with the directions of the WMPCC and consistently at all times with the powers of the OPCC.
 - 3.1.2 Devote as much time and attention to the performance of the Services as is necessary to complete the tasks comprising the Services within the period(s) agreed between the parties (except for delays outside the XXXXX reasonable control);
 - 3.1.3 Act in the best interests of and with good faith towards the WMPCC;
 - 3.1.4 Give to the WMPCC advice, information and assistance on the business or affairs of the OPCC as relate to the functions of the West Midlands Strategic Policing and Crime Board.
 - 3.1.5 Perform the Services with proper care, skill and diligence and in accordance with the law; and
 - 3.1.6 Act in accordance with such advice as is given by the statutory officers of the WMPCC from time to time.
- 3.2 Unless otherwise agreed or unless prevented by illness or accident, the XXXXX will be available to provide the Services to the WMPCC:

- 3.2.1 By attendance at such meetings and other events as the WMPCC shall reasonably require; and
- 3.2.2 at such other times and in such locations as the XXXXX deems necessary to fulfil his/her obligations under this Agreement, it being acknowledged by both parties that the WMPCC is under no obligation to provide any minimum number of days' work to the XXXXX although it is envisaged that he/she will be engaged in provision of the Services for XXXXX
- 3.3 XXXXX will inform the WMPCC forthwith if he/she is unable for any reason to be available to carry out the Services, explaining the reasons for his/her unavailability.
- 3.4 XXXXX is responsible for his/her own safety and the safety of any other person who may be affected by the provision of the Services.
- 3.5 XXXXX shall comply at all times with the Code. The Code incorporates and includes the Nolan Principles for conduct in public life. The XXXXX shall as soon as reasonably practicable after the date of this Agreement sign a copy of the Code signifying agreement to its terms.
- 3.6 XXXXX shall at all times in the provision of the Services comply with and be subject to the Policies.
- 3.7 XXXXX will not be required to work exclusively for the WMPCC during the term of this Agreement and will be entitled to work on his/her own account or in partnership or association with, or as the employee or independent contractor of, any third party.
- 3.8 XXXXX warrants that he/she has declared to the WMPCC all pecuniary interests (including details of other paid offices) held by the member at the date of this Agreement and further warrants that he/she will inform the WMPCC forthwith of any changes or additions to any such interests. He/she acknowledges that such matters will be recorded in the WMPCC's published register of interests.
- 3.9 XXXXX will not, without the prior written consent of the WMPCC, accept any employment or engagement with any third party whose business or undertaking would conflict with or prevent proper performance of the XXXXX duties under this Agreement and shall immediately declare to the WMPCC in writing any matter which may give rise to the potential for a conflict of interest. XXXXX agrees to comply with all reasonable directions given by the WMPCC for the management or mitigation of any potential or actual conflict of interests arising at any time during the term of this Agreement.
- 3.10 The parties believe that the appointment of the XXXXX to this Agreement is not an appointment to a politically restricted post although the WMPCC gives no warranty and makes no representation in this respect such that it is the responsibility of the XXXXX to determine whether he/she is permitted to accept and continue with the appointment in the light of his/her personal circumstances and other commitments.

- 3.11 XXXXX will not, except under the direction of the WMPCC and in accordance with the WMPCC's policies and powers, commit the WMPCC to any legally binding agreement or incur any liability on its behalf or in any way pledge its credit or hold himself/herself out as being authorised to do so.
- 3.12 XXXXX is not entitled to substitute any person to carry out the Services.
- 3.13 Subject always to clause 5 below the XXXXX shall be responsible for providing or securing such equipment and resources as the XXXXX deems necessary for the proper performance of his/her obligations under this Agreement, including office space, IT equipment, email account, stationery and transport.
- 3.14 XXXXX has no authority to, and shall not at any time, whether in the performance of the Services or otherwise, instruct, direct, manage or otherwise seek to control any employee of the WMPCC or the Chief Constable or any Police officer. All such employees are, and shall remain, at all times under the direction and control of the Chief Executive of the Office of the West Midlands Police and Crime Commissioner or the Chief Constable as the case may be.

4. **CONFIDENTIAL INFORMATION**

- 4.1 XXXXX agrees that, both during and after the termination of this Agreement, he/she will not, whether by himself/herself, his/her servants or agents or otherwise (except in the proper performance of his/her obligations to the WMPCC) use, copy, divulge or communicate to any person, firm, company or organisation any secret or confidential information concerning the WMPCC or the Force or concerning any of their employees, officers or other stakeholders. In this Agreement, secret and confidential information includes but is not limited to:
- 4.1.1 information about the operations, business, finances, dealings, transactions or affairs of the WMPCC or the Force;
- 4.1.2 strategies or proposed strategies of the WMPCC or the Force;
- 4.1.3 information designated as restricted or confidential by the WMPCC or the Force;
- 4.1.4 information which by its very nature is evidently confidential; and
- 4.1.5 information in respect of which the WMPCC or the Force owes a duty of confidentiality to any third party.
- 4.2 XXXXX will have no obligation under clause 4.1 above, where disclosure of the information is required by law, or where he/she can show that the information was in, or came into, the public domain other than through his/her unauthorised disclosure.
- 4.3 XXXXX shall ensure that any IT equipment and email account utilised by him/her in the provision of the Services shall comply at all

times with any policy on the use of IT and email issued and amended by the WMPCC from time to time so as to ensure in particular (but without limitation) compliance by the member with clause 5.1 above and with the provisions of the DPA.

- 4.4 XXXXX shall be responsible at all times for determining whether provision of the Services requires him/her to be registered as a data controller under the DPA.
- 4.5 XXXXX shall provide such information and assistance as is reasonably required by the WMPCC to ensure compliance with the FOIA.

5. **PROPERTY**

- 5.1 XXXXX agrees that title, copyright, design right and/or any other rights whatsoever in all materials received or created by XXXXX in the performance of the Services will at all times be the property of the WMPCC. XXXXX agrees not to use any such materials for any purpose other than the performance of the Services or as directed by the WMPCC. XXXXX will, at the request and expense of the WMPCC execute any deeds and documents and do anything else necessary to perfect and secure the WMPCC's right and title.
- 5.2 XXXXX shall on request from the WMPCC at any time and in any event on termination of this Agreement return to the WMPCC all materials and information in the XXXXX possession or control belonging to the WMPCC in accordance with clause 6.1 above or in any way relating to the provision of the Services. The XXXXX agrees to make available to the WMPCC immediately on termination of this Agreement any equipment belonging to the XXXXX so that the WMPCC can ensure that any such materials or information are irrevocably deleted therefrom.

6. **FEES**

- 6.1 In consideration of the XXXXX providing the Services the WMPCC will pay XXXXX an annual fee of XXXXX to be paid subject to the submission of an invoice each calendar month the first invoiced monthly payment and the monthly payment which falls on the anniversary of the first invoice shall be the sum of XXXXX and the remaining invoiced monthly payments shall be in the sum of XXXXX.
- 6.2 On or around the last working day of each calendar month the XXXXX will submit to the WMPCC an invoice (valid for VAT purposes) for the fee due for that calendar month. The WMPCC will pay this invoice within 7 days of its submission provided the WMPCC (acting reasonably) agrees the amount of the fee.
- 6.3 XXXXX will be responsible for discharging any liability to taxation (including VAT if appropriate) and for the payment of his/her own National Insurance contributions on all fees and other sums payable to him/her under this Agreement.
- 6.4 XXXXX will indemnify the WMPCC against any claim or assessment made by HMRC or other relevant authority to income tax or employee's National Insurance

contributions or other taxation arising out of the performance by the parties of their obligations under this Agreement. This will include any costs, expenses, penalties, fines or interest incurred or payable by the WMPCC in connection with the assessment or claim.

- 6.5 XXXXX acknowledges and agrees that he/she has no right to sick pay, maternity or other parental leave benefits, holiday payments, pension or other benefits or any other advantages or privileges enjoyed by employees of the WMPCC.

7. **EXPENSES**

The WMPCC will reimburse the XXXXX for all reasonable travelling and other out-of-pocket expenses that he/she reasonably incurs in connection with the provision of the Services, in accordance with the WMPCC's expenses policy as amended from time to time. The XXXXX must provide proper receipts to the WMPCC in support of any claim for reimbursement.

8. **TERMINATION OF AGREEMENT**

- 8.1 Either party may terminate this agreement by written notice to the other, termination to take effect immediately and without further payment (except for Services performed up to the date of termination) unless otherwise agreed. No reason is required for termination of the Agreement but for the avoidance of doubt this Agreement shall in any event be terminated:

8.1.1 If the XXXXX commits any serious or repeated or continued breach of his/her obligations to the WMPCC under this Agreement.

8.1.2 If the XXXXX no longer satisfies one or more of the Qualifications;

8.2 After the termination of this Agreement the XXXXX must not represent himself/herself as being in any way connected with the WMPCC, unless the WMPCC otherwise agrees or directs in writing.

9. **LIABILITIES**

9.1 The WMPCC shall indemnify the XXXXX for Liabilities arising from performance of the Services in full compliance with the terms of this Agreement.

9.2 The XXXXX has liability for and indemnifies the WMPCC for Liabilities arising from any breach by them of any of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services. XXXXX is responsible for deciding whether and to what extent to maintain insurance policies in force during this Agreement in respect of public liability or other risks. The extent of the liability under this clause is not limited to the cover provided under any insurance policies secured by the XXXXX

9.3 The XXXXX must ensure that he/she carries out the Services using the skill, care and diligence to be reasonably expected of a skilled and experienced person working in this capacity. If the XXXXX services are not performed in accordance with this Agreement or to the WMPCC's reasonable satisfaction the XXXXX agrees to perform free of charge any remedial services that may be necessary to correct any defective aspects of the Services which become apparent within a reasonable time after the termination of this Agreement.

10. RELATIONSHIP OF PARTIES

10.1 The XXXXX acknowledges and agrees that he/she will provide the Services to the WMPCC as an independent contractor and will not be at any time the WMPCC's employee, member of staff, agent or partner.

10.2 This Agreement constitutes a contract for the provision for services and not a contract of employment and accordingly the XXXXX member will be fully responsible for and will indemnify the WMPCC for:

10.2.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit the he/she receives for the Services (where the recovery under the indemnity is not prohibited by law); and

10.2.2 all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the WMPCC in connection with or in consequence of any liability, deduction, contribution, assessment or claim.

11. GENERAL

11.1 In this Agreement:

11.1.1 "Chief Constable" means the Chief Constable of West Midlands Police.

11.1.2 "Code" means the WMPCC Code of Conduct as amended from time to time;

11.1.3 "DPA" means the Data Protection Act 2018;

11.1.4 "DPCC" means the Deputy Police and Crime Commissioner

11.1.5 "FOIA" means the Freedom of Information Act 2000;

11.1.6 "Force" means the West Midlands Police Force;

11.1.7 "SPCB" means the Strategic Policing and Crime Board.

11.1.8 "Liabilities" means each and every direct, indirect or consequential cost, claim, liability, expense, award, finding, proceeding, damages and compensation, loss or

demand (including legal costs plus professional expenses);

- 11.1.9 "Policies" means those policies of the WMPCC listed in Schedule 2 as those policies are amended from time to time;
- 11.1.10 "Services or Service specification" means the service specification for appointment under this Agreement listed in Schedule 1.
- 11.1.11 "WMPCC" means the Police and Crime Commissioner for West Midlands and includes any acting Police and Crime Commissioner for West Midlands.
- 11.2 This Agreement supersedes any previous agreements between the WMPCC and the XXXXX and comprises the entire agreement between the XXXXX and the WMPCC.
- 11.3 The provisions of this Agreement are severable and distinct from one another, and, if at any time any of the provisions is or becomes unenforceable, the enforceability of the other provisions will not in any way be affected.
- 11.4 Any reference to a statutory provision will be construed as a reference to any statutory modifications or re-enactments of the provision in force (whether before or after the date of this Agreement).
- 11.5 Any variation to this Agreement must be in writing and signed by both parties.
- 11.6 The parties may sign this Agreement on separate counterparts, each of which will constitute an original but the counterparts together will constitute both one and the same instrument.
- 11.7 This Agreement is governed by English and Welsh law and comes within the exclusive jurisdiction of the English Courts.
- 11.8 All notices under this Agreement must be in writing and may be served by post, fax or email (which the parties regard as being in writing) addressed to the other party at the address given in this Agreement (or other known main address). Notices to be served on the WMPCC must be served on the chief executive of the Office of the Police and Crime Commissioner. Notice will be deemed to have been served: if sent by post, by the end of two Business Days after postage; if sent by fax or email at 10.00 am local time on the next Business Day following despatch. In proving service it will be sufficient to show: in the case of a letter, that the same was duly addressed, prepaid and posted in the manner provided; in the case of a fax, that a transmission report shows it was transmitted to the correct telephone number; in the case of email, that no sending error message was received by the sender. "Business Day" means any day (other than Saturday) on which clearing banks are open for normal banking business.

Schedule One

XXXXX Service Specification

1. As a member of the Board, to assist the West Midlands Police and Crime Commissioner by ensuring that he is able to effectively engage and represent all areas of the West Midlands and to support the PCC in his role of ensuring an efficient and effective police service for the West Midlands through the setting of the strategic direction for the Force and through holding the Chief Constable to account for the exercise of his functions.

2. To contribute to meetings of the Board and shall apply and promote the principal terms of reference for the Board to:
 - maintain an overview of the implementation of the Commissioner's manifesto in order to ensure consistency in approach but having regard to the differing needs in the West Midlands
 - assist the Commissioner to monitor the implementation and achievement of the Police and Crime Plan and support the Commissioner in any work required to vary the Plan during his term of office
 - scrutinise, support and challenge the overall performance of the force including against the priorities agreed within the Plan
 - advise the Commissioner in exercising his functions in setting the budget and precept.
 - ensure the effective working of arrangements for consulting with and engaging local residents, communities and victims of crime
 - ensure effective working with local authorities and other partners and advise the Commissioner on their effectiveness in achieving the outcomes from his award of crime and disorder reduction grants.
 - advise and support the Commissioner in his decision making role and in holding the Chief Constable to account
 - support the Commissioner more generally in the fulfilment of his statutory duties, to include equalities and human rights obligations.

3. Attendance at meetings:-

- (a) The Board.
 - (b) Such other meetings and events at which attendance may be required for the effective fulfilment of the XXXXX obligations under this Agreement either to support or represent the PCC.
4. To consider papers and reports and proposed decisions of the PCC to be considered at meetings of the Board and apply skill, knowledge and expertise in Board discussions by providing constructive criticism, analysis, comments and views to the PCC.
 5. To undertake responsibility for liaison with the Force in relation to such matters as may be agreed with the PCC.
 6. To make timely reports in writing to the PCC as required from time to time on such matters as fall within the area of responsibility of the APCC.
 7. To support the PCC generally in the exercise of the PCC's statutory functions.
 8. To have a commitment to delivery of the PCC's manifesto and the political ambitions of the PCC.
 9. To help the PCC to uphold the very high standards of public life detailed in the Nolan Principles
 10. To proactively contribute to the working of the Strategic Policing and Crime Board
 11. To exercise such decision making powers as may be delegated
 12. To undertake on behalf of the PCC community engagement and consultation activities
 13. To represent the PCC as required
 14. To act as a critical friend and to provide advice and challenge as appropriate
 15. To help promote equality and diversity within the Force and across the West Midlands

Essential Knowledge, Skills and Experience

- knowledge of current issues facing the public sector and policing in particular
- ability to use information and intelligence to ensure effective decision making and continuous improvement of services
- horizon scanning to keep abreast of emerging agendas and issues
- ability to construct coherent arguments and articulate ideas clearly to a range of audiences, formally and informally using a variety of techniques
- experience of working successfully in meetings and committees, with the skills to negotiate, influence and understand the views of other members
- ability to articulate key issues and priorities through the construction of reports, briefings and other written material
- ability to use information and intelligence to ensure effective decision making and continuous improvement of services

- ability to build and maintain relationships, broker partnerships and establish and maintain networks
- ability to work with a wide range of people at all levels
- a profound understanding of the diverse nature of the communities of the West Midlands
- oral communication skills including speech making and presentations, with the ability to speak on behalf of the PCC on broadcast and other types of media
- commitment to the values, objectives and commitments of the PCC

The XXXXX are not politically restricted roles. (May 2021)

Schedule 2

The Policies

Confidential Reporting Policy

Information Governance Policy

Equality Policy

Health and Safety Policy

Vetting Policy

Signed
for the WMPCC

SignedXXXXX.....
XXXXX