

NOT PROTECTIVELY MARKED



**COLLABORATION AGREEMENT FOR THE PROVISION OF
SERVICES TO THE POLICE AND CRIME COMMISSIONER FOR NORTH
YORKSHIRE**

COLLABORATING PARTNERS:

The Police & Crime Commissioner for North Yorkshire

The Police & Crime Commissioner for West Yorkshire

NOT PROTECTIVELY MARKED

NOT PROTECTIVELY MARKED

This Collaboration Agreement is made

BETWEEN

(1) THE POLICE & CRIME COMMISSIONER FOR NORTH YORKSHIRE ("The Commissioner for North Yorkshire) OF 12 GRANBY ROAD, HARROGATE HG1 4ST

(2) THE POLICE & CRIME COMMISSIONER FOR WEST YORKSHIRE ("The Commissioner for West Yorkshire") OF THE POLICE HEADQUARTERS, 62 GEORGE ST, WAKEFIELD WF11 DL

(Parties together referred to as "the Commissioners" or "the Policing Bodies" as the context dictates)

INTRODUCTION

1. SECTION 1: THE LEGAL CONTEXT

- 1.1. The Commissioners wish to enter into a further Collaboration Agreement (succeeding the Collaboration Agreement commencing on 1 August 2016 and extended by agreement to 30 June 2017) pursuant to the duties under Section 22A Police Act 1996 ("the 1996 Act") for the provision of services under Schedule 1 to the Police Reform and Social Responsibility Act 2011 ("the 2011 Act")
- 1.2. This Agreement is made pursuant to
 - 1.2.1 The individual obligations of the Commissioners to appoint an individual under paragraph (7)(1) of Schedule 1 to the Police Reform and Social Responsibility Act 2011 ("the 2011 Act")
 - 1.2.2 The recommendation of the North Yorkshire Police & Crime Panel dated 18 July 2016, supporting the candidacy of Mr Fraser Sampson ("Mr Sampson") for the proposed senior appointment to the Commissioner for North Yorkshire.
- 1.3. This Agreement provides support by a Policing Body for another Policing Body (a Policing Body collaboration provision) pursuant to s22A(2)(c) of the 1996 Act.
- 1.4. The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the Policing Bodies and have already consulted on this collaboration with their respective Chief Constables.

2. SECTION 2: THE PURPOSE OF THIS AGREEMENT

NOT PROTECTIVELY MARKED

- 2.1 The Commissioners have agreed to enter into the collaboration in order that the Commissioner for West Yorkshire will provide support by way of services pursuant to paragraph 7(1) Schedule 1 to the 2011 Act. This is envisaged to be an arrangement until 30 June 2019 but which will be reviewed periodically in such manner as the Commissioners agree and may be varied by agreement.
3. SECTION 3: THE SERVICES
 - 3.1. The Commissioner for West Yorkshire will provide the services of Mr Sampson working on a 0.9 FTE basis on the basis of the following outline requirement:
 - 3.1.1 Discharge of the activities and responsibilities set out in the role profile for the time being of the Chief Executive Officer to the Commissioner for North Yorkshire and in any event the duties of the Chief Executive, Head of Paid Service and Monitoring Officer provided for at law ("the duties")
 - 3.1.2 Preparation for and attendance at the monthly Executive Board and meetings of the North Yorkshire Police and Crime Panel.
 - 3.1.3 Decision making in line with the Joint Corporate Scheme of Delegation and Consent for North Yorkshire and associated governance Instruments. For the purposes of s18 of the 2011 Act, in so doing, Mr Sampson will exercise functions pursuant to this Collaboration Agreement (and in the Statutory functions of the individual exercising their duty in pursuant of subsection 7(1) paragraph 7(1) Schedule 1 to the 2011 Act) and not in the exercise of a function of the Commissioner for North Yorkshire.
 - 3.1.4. Any other services that are reasonably incidental to the above.
 - 3.2. The Commissioner for North Yorkshire will pay for the support as follows:
 - 3.2.1 A fee equivalent to 90% of the full time equivalent salary of the Chief Executive & Solicitor to the Commissioner for West Yorkshire, which currently equates to a fee of £112,500 plus the 'on costs' of employment, VAT to be paid where appropriate.
 - 3.2.2 Such reasonable travel and out of pocket expenses as Mr Sampson incurs in connection with his duties in providing services to the Commissioner for North Yorkshire. For the avoidance of doubt the normal place of business for carrying out the 10% remaining duties for the Commissioner for West Yorkshire will be Ploughland House, Wakefield.
 - 3.2.3. A fee equivalent to 90% apportioned per month of any further reasonable costs such as solicitor's practicing certificate and required continuous professional training.

NOT PROTECTIVELY MARKED

- to
- 3.3. The Commissioner for West Yorkshire shall use his reasonable endeavours raise timely invoice(s) for the payment of the fee and expenses in such instalments as the Commissioners shall agree.
 - 3.4. The Policing Bodies shall indemnify on demand and hold harmless each other against all claims arising out of or in connection with the provision of the Services or any failure to provide the Services, save that to the extent that either Policing Body is entitled to recover any losses under a policy of insurance then the applicable Policing Body shall be required to pursue a claim under such policy and the indemnities in this shall only apply to such element of the losses (if any) that are not recovered under the insurance claim made by the Policing Body.

4. SECTION 4: EMPLOYMENT AND RESOURCES

- 4.1. Mr Sampson will remain at law an employee of the Commissioner for West Yorkshire at all times and shall continue to undertake responsibilities determined by the WYPCC based on business need for the 10% retained by West Yorkshire PCC.
- 4.2. For the purposes of discharge of the duties to the Commissioner for North Yorkshire, Mr Sampson shall owe statutory and fiduciary duties to (and be subject to the leadership and direction of the Commissioner for North Yorkshire.
- 4.3. The Commissioner for North Yorkshire shall without charge or any set off in respect of the sums payable pursuant to paragraph 3.3 of the Agreement provide a suitable working environment and administrative support for Mr Sampson for the purposes of the discharge of his duties. The Commissioners intend that existing IT and other equipment be utilised where possible but North Yorkshire will provide any additional IT and telephony as may be reasonably required.
- 4.4. Mr Sampson shall be considered to be under the day to day management of the relevant Commissioner for whom the specific work requested is to be done but the Commissioner for West Yorkshire shall have responsibility for any disciplinary issues, should they arise, and for all employment decisions which will be dealt with in accordance with the policies of the Commissioner for West Yorkshire and shall have regard to any feedback from the Commissioner for North Yorkshire in relation to performance or other similar issues.

5. SECTION 5: POLICY AND COMPLIANCE

- 5.1. Notwithstanding Section 4 above and subject to clause 5.2 below, the Commissioners (to the extent necessary to give effect to his collaboration) and Mr Sampson shall comply with the governance instruments, Policies and Procedures ("the Rules") of both of the Commissioners, including but not limited to provisions in respect of conduct, vetting, confidentiality, dispute resolution, intellectual property and information security.

NOT PROTECTIVELY MARKED

- 5.2. To the extent that the respective Commissioners' Rules are mutually incompatible, there shall be a presumption in favour of compliance with the Rules of the Commissioner for whom the work is being done. Subject to that presumption, the Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

6. SECTION 6: COMMENCEMENT, DURATION, REVIEW, TERMINATION

- 6.1. The Commencement Date of this Agreement is 1 July 2017.
- 6.2. The initial term of this Agreement is envisaged to run from the Commencement Date until 30 June 2019, however a review of the efficiency and effectiveness of this Agreement shall take place periodically in such a manner as the Commissioners agree. At any stage recommendations may be considered jointly by the Commissioners for any extension beyond the initial term.
- 6.3. Extension may be executed by an exchange of side letters or by concluding a new or supplementary Collaboration Agreement, as the Commissioners consider appropriate.
- 6.4. Subject to clause 6.6 below this Agreement may be terminated on reasonable notice given on any day by either of the Policing Bodies. The Policing Body terminating the Agreement shall remain liable to discharge its obligations under this Agreement prior to the giving of notice and during the notice period. In determining the period of notice which is reasonable in all the circumstances, the Policing Bodies agree that there should be a presumption in favour of not less than 6 months' notice by either party; and note that this agreement is intended by them, for reasons of certainty and continuity to endure until 30 June 2019 unless earlier termination is required as a result of the circumstances beyond the current contemplation of one or more of the Policing Bodies.
- 6.5. Mr Sampson shall not suffer any detriment to his employment terms and conditions as a result of this Agreement and shall be entitled to return to his position as Chief Executive and Solicitor with the Commissioner for West Yorkshire on the same terms and conditions as exist at the Commencement Date upon the termination of this Agreement.
- 6.6. In recognition of the fact that the law invests personal statutory and fiduciary duties in the person responsible for the proper administration of a Commissioner's affairs, the Commissioners may by mutual agreement suspend or terminate this Agreement forthwith. In the event of the suspension or termination of Mr Sampson's employment with the Commissioner for West Yorkshire (for the purposes of paragraph 7(11)(a) of Schedule 1 to the 2011 Act) or in the event of his Incapacitation (for the purposes of paragraph 7(1)(b) of that Schedule).
- 6.7. If at any time during the collaboration period:

NOT PROTECTIVELY MARKED

- 6.7.1 Mr Sampson commits any act or makes any omission which if he were an employee of North Yorkshire would entitle the Commissioner for North Yorkshire to dismiss Mr Sampson summarily; and/or
- 6.7.2 Mr Sampson conducts himself in a manner prejudicial to the business of the Commissioner for North Yorkshire then the Commissioner for North Yorkshire will be entitled by written notice to the Commissioner for West Yorkshire to terminate the agreement with immediate effect provided always that in such circumstances the Commissioner for North Yorkshire will give the Commissioner for West Yorkshire full reasons for such termination and assist in all subsequent disciplinary actions that arise as a consequence of such events.

7. SECTION 7: TRANSPARENCY

- 7.1. This agreement is not confidential and may be published at the discretion of Commissioners in whole or in summary, pursuant to s23E 1996 Act.
- 7.2. The parties will publish mirror Decision Notices to record their decision to collaborate, but will not do so before the Police and Crime Panel for North Yorkshire consider the candidacy of Mr Sampson for the proposed appointment.

8. SECTION 8: CONFIDENTIALITY

- 8.1. The Commissioners agree that information received generated or processed by Mr Sampson in discharge of his duties to either Commissioner shall remain confidential to such Commissioner and such confidential information will not be used divulged or disclosed (other than in accordance with an Order of a Court of competent jurisdiction or by way of response to a lawful request from a competent Regulatory Body) to any person other than authorised personnel employed by the relevant Commissioner without such Commissioner's consent.
- 8.2. Confidential information is information which is not already in the public domain or which might not reasonably be expected to come into the public domain.
- 8.3. The Commissioners agree that in the context of the collaboration agreements which now or may in the future exist between them and their respective police forces, there will be a requirement for transparency between them extending to the exchange of information and that without prejudice the generality of this paragraph Mr Sampson has their consent to disclose information between Commissioners where in his reasonable view such disclosure is in the interests of a proper collaborative purpose or is otherwise in the public interest.

9. SECTION 9: CONFLICT OF INTEREST

NOT PROTECTIVELY MARKED

- 9.1. In the event that either Commissioner or Mr Sampson shall identify a conflict of interest between the Commissioners arising out of the operation of this Agreement then the following provisions shall apply;
- 9.2. Either Commissioner or Mr Sampson (as the case may be) shall immediately upon identifying an actual or possible conflict of interest notify the other Commissioner and Mr Sampson (as the case may be) of such conflict and the Commissioners shall then act in good faith to agree a resolution of such conflict.

10. SECTION 10: INFORMATION MANAGEMENT

- 10.1 The Commissioners shall as contemplated in paragraph 8.3 of this Agreement share information where appropriate to fulfil the purposes of this Agreement
- 10.2 For the purposes of the Data Protection Act 1998 each Commissioner remains the Data Controller for any personal Information recorded (in whatever format) or in any information system under that Commissioner's control.
- 10.3 Any requests received under the Freedom of Information Act 2000 (FOIA) received by either Commissioner which relate to or touch upon the subject matter of this Agreement should be brought to the attention of the other Commissioner as soon as practicable and at the request of the Commissioner In receipt of the FOI request the other Commissioner will offer all reasonable assistance in responding to the FOI request or any subsequent compliance requirements.

11. SECTION 11: GOVERNING LAW AND JURISDICTION

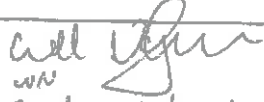

- 11.1 This Agreement is subject to the law of England and Wales
- 11.2 For the avoidance of doubt, no person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

12. SECTION 12: COUNTERPARTS

- 12.1 This Agreement may be signed by two counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement

NOT PROTECTIVELY MARKED

IN WITNESS the Parties have signed below on the dates indicated

Policing Body	Name	Signature	Date
Police & Crime Commissioner for North Yorkshire	Julia MULLIGAN	 Signed on behalf of the Police and Crime Commissioner for North Yorkshire.	
Police & Crime Commissioner for West Yorkshire	Mark BURNS- WILLIAMSON		30/6/17