

Programme Collaboration Agreement

The Parties:



The Police and Crime Commissioner for Cleveland



The Police and Crime Commissioner for Durham





The Police and Crime Commissioner for North Yorkshire



The Chief Constable of Cleveland Police



The Chief Constable of Durham Constabulary



The Chief Constable of North Yorkshire Police

TABLE OF CONTENTS

| PART I | PROGRAMME AGREEMENT |
|---|---|
| Section 1 Section 2 Section 3 Section 4 Section 5 Section 6 Section 7 Section 8 Section 9 Section 10 Section 11 Section 12 Section 13 Section 14 Section 15 Section 16 Section 17 Section 18 Section 19 Section 20 Section 20 Section 21 Section 22 Section 23 Section 24 Section 25 Section 25 Section 26 Section 27 | Definitions Legal Context Statement of Strategic Intent Extent of Programme Agreement Commencement Date Admission of New Partners Review of Programme Arrangements Variation of Agreements Termination of Agreements Governance and Accountability Police Officers Police Staff Policies and Procedures Financial Arrangements Assets and Contracts Insurance and Liabilities Information Management and Confidentiality Vetting Health & Safety, Equality Assessment and Privacy Impact Assessments Dispute Resolution Legal Compliance Governing Law and Jurisdiction Legally Binding Illegal/unenforceable Provisions Assignment Waiver Counterparts |
| Section 28 Section 29 | Notices Third Parties |
| PART 2 | SCHEDULE OF PROTOCOLS |

PART 3 SCHEDULE OF SUB-FUNCTIONAL AGREEMENTS

PART I

PROGRAMME AGREEMENT

THIS AGREEMENT is made on the day of

2015

BETWEEN:

- The Chief Constable of Cleveland Police
- The Chief Constable of Durham Constabulary
- The Chief Constable of North Yorkshire Police
- The Police and Crime Commissioner for Cleveland
- The Police and Crime Commissioner for Durham
- The Police and Crime Commissioner for North Yorkshire

(hereinafter called 'the Parties')

The Parties are agreed that working together serves efficiency and effectiveness in accordance with the law.

THEREFORE IT IS AGREED as follows:-

1. SECTION 1: DEFINITIONS

In this Programme Agreement and accompanying Schedules the terms below have the following meanings:-

- 1.1 "1996 Act" the Police Act 1996 (as amended)
- 1.2 "2011 Act" the Police and Reform and Social Responsibility Act 2011(as amended)
- 1.3 "Agreed Ratios" the ratios in which the Parties agree to share costs
- 1.4 "Business Area" a function of a Party or Parties which is the subject of actual or potential collaboration under the Evolve Programme.
- 1.5 "Chief Constables" the Chief Constables of Cleveland Police, Durham Constabulary and North Yorkshire Police.
- "Coordination and Delivery Meeting" or "CDM" the meeting responsible for ensuring programme delivery as set out in its terms of reference.
- 1.7 "Detailed Business Case" the business case approved by JGB and forming the basis of subsequent Sub-functional Agreement(s).

- "Evolve Programme" The collaboration between Cleveland Police, Durham Constabulary and North Yorkshire Police and between the Police and Crime Commissioner for Cleveland, the Police and Crime Commissioner for Durham and the Police and Crime Commissioner for North Yorkshire, as set out in and referenced by this Agreement
- 1.9 "Force" a Chief Constable or a Force led by a Chief Constable, as the context dictates
- 1.10 "Function" any lawful power or duty of a Chief Constable or Police & Crime Commissioner
- 1.11 **'Home Force**" the Force of which a police officer is a member, or the Force or policing body employing a member of police staff, as the context dictates.
- 1.12 "Host Force" the Force (or policing body if the context so dictates) that is hosting a function or Business Area (whether or not a Sub-Functional Agreement has been entered into in respect of the function or Business Area) on behalf of a Party or Parties and/or managing the delivery of the function or Business Area.
- 1.13 "Joint Governance Board" or "JGB" the Board responsible for overall strategic direction of the Evolve Programme, as set out in its terms of reference.
- 1.14 "Lead Force" the Force (or policing body if the context so dictates) that is hosting a function or Business Area (where provision is made in a Sub-Functional Agreement entered into in respect of the function or Business Area) on behalf of a Party or Parties and/or managing the delivery of the function or Business Area.
- 1.15 "Party" an individual Chief Constable or Police and Crime Commissioner
- 1.16 "Police and Crime Commissioners" or "PCCs" the Police and Crime Commissioners for Cleveland, Durham and North Yorkshire.
- 1.17 "Policing Body" or "Local Policing Body" a Police & Crime Commissioner within the meaning of the 2011 Act.
- 1.18 "Programme Agreement" this overarching Programme Agreement and its Schedules and/or Appendices.
- 1.19 "Programme Team" the team who will manage the development of the Programme
- 1.20 "Protocol" has the meaning set out at Section 2
- 1.21 "Strategic Intent" the underpinning principles as to efficiency and effectiveness set out in the document entitled *Collaboration: Our Strategic Intention* dated March 2015

1.22 "Sub-functional Agreement" - has the meaning set out at Section 2

In this Programme Agreement unless where otherwise specified:

- 1.23 The headings are for convenience only and shall not affect its interpretation.
- 1.24 References to a section, clause, paragraph, or schedule are to a section, clause, paragraph or schedule within this Programme Agreement.
- 1.25 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).
- 1.26 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.
- 1.27 The words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated.
- 1.28 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 1.29 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assignees and transferees.
- 1.30 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.
- 1.31 Any reference to a notice, consent, approval agreement and/or permission being required under this Programme Agreement shall unless expressed to the contrary in this Programme Agreement be given in writing.

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2. SECTION 2: LEGAL CONTEXT

- 2.1 Section 22A and Section 23 of the 1996 Act 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 Police and Crime Commissioner responsible for maintaining the chief officer's force.
- 2.3 Section 22A and Section 23A of the 1996 Act enables two or more Police and Crime Commissioners to make a collaboration agreement about the provision of support for any of those PCCs and/or for any of the police forces which they maintain. Support includes the provision of premises, equipment, staff, services and facilities.
- 2.4 A Police and Crime Commissioner may enter into a collaboration agreement only if he considers that the agreement is in the interest of the efficiency or effectiveness of one or more PCCs or police forces and only after consulting with the chief officer of the police force maintained by the Police and Crime Commissioner.
- 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 Programme Agreement sets out the overarching provision to give effect to the Strategic Intent.
- Sub-functional Agreements will be entered into in order to give effect to substantive collaboration arising from Detailed Business Cases. Each such Subfunctional Agreement is independent of other such agreements and may be varied or terminated without affecting the terms and effect of the others. In the event that this Programme Agreement is terminated, the Sub-functional agreements will also be terminated but in accordance with their discrete termination provisions and any associated exit strategy. The list of Sub-functional Agreements is set out at Part 3 of this Agreement.
- 2.8 Protocols will be entered into in order to make detailed provision for regulating, supporting and enabling collaboration such as in respect of finance and human resources. Protocols, once agreed, shall be treated as forming part of this Programme Agreement. The list of Protocols is set out at Part 2 of this Programme Agreement.

- 2.9 The terms of this Programme Agreement, Sub-functional Agreements and Protocols are to be read in conjunction with legislation and the statutory guidance for police collaboration.
- 2.10 This Programme Agreement is structured to identify the purpose of the Evolve Programme, to set out and agree a basis for joint working and to identify provisions common to all the separate Sub-functional Agreements.
- 2.11 In construing the specific Sub-functional Agreements, where there may be any conflict between the meaning of any term as may appear in this Programme Agreement and the Sub-functional Agreements, the terms applicable are those contained in this Programme Agreement.

3 SECTION 3: STATEMENT OF STRATEGIC INTENT

- 3.1 The Parties have agreed to work together in accordance with their relevant statutory powers and duties as set out in *Collaboration: Our Strategic Intention*.
- This Programme Agreement is made between the Parties pursuant to Sections 22A to 22C, 23, and 23A to 23L of the 1996 Act.
- 3.3 For the purposes of Section 23(5) of the 1996 Act, the Chief Constables have determined that the making of this Programme Agreement is in the interests of the efficiency or effectiveness of their respective forces.
- For the purposes of Section 23A(5) of the 1996 Act, the PCCs have determined that the making of this Programme Agreement is in the interests of the efficiency or effectiveness of the forces they maintain.
- 3.5 For the purposes of Section 22A of the 1996 Act this Programme Agreement contains both a force collaboration provision and a policing body collaboration provision.

4 SECTION 4: EXTENT OF PROGRAMME AGREEMENT

4.1 Where this Programme Agreement does not deal with an issue pertinent to the conduct or management of the Programme, that issue shall be agreed in writing by the Parties and if necessary may result in a variation of this Programme Agreement in accordance with Section 8 below.

5 SECTION 5: COMMENCEMENT DATE

- 5.1 This Programme Agreement shall come into force on **20 April 2015** and shall continue in force unless terminated or varied.
- 6 SECTION 6: ADMISSION OF NEW PARTNERS

6.1 Further partners may be added to this Programme Agreement or to Sub-functional Agreement(s) with the unanimous agreement of the Parties by way of variation.

7 SECTION 7: REVIEW OF PROGRAMME ARRANGEMENTS

- 7.1 The arrangements for the Programme and this Programme Agreement shall be reviewed in accordance with the annual work plan set by JGB.
- 7.2 Such reviews are without prejudice to any performance monitoring of the Forces which the PCCs may wish to undertake from time to time either acting jointly or separately or by the JGB acting on their behalf.
- 7.3 The review obligations in this Section shall not interfere with the requirement on the Parties to keep under consideration arrangements for further potential or existing Sub-functional Agreements in accordance with Section 22B and Section 22C of the 1996 Act.
- 7.4 In any event a review may be commissioned at any time by any of the Parties acting jointly or separately arising from the following:
 - 7.4.1 Performance monitoring
 - 7.4.2 Audit
 - 7.4.3 Inspection
 - 7.4.4 Regulatory intervention or other necessary investigation
- 7.5 Any costs associated with review shall be shared by the Parties unless agreed otherwise.

8 SECTION 8: VARIATION OF AGREEMENTS

- Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23G(4) of the 1996 Act, the terms of this Programme Agreement may be altered or appended to at any time by written agreement between the Parties.
- 8.2 Any variation must be made subject to such consent, approval or consultation as is required by Section 23 of the 1996 Act.
- 8.3 Without prejudice to Section 8.4 where this Programme Agreement is amended, any amendments must be approved by the Parties.
- Variation to this Programme Agreement or one or more of the Sub-functional Agreements will be made where directed by the Secretary of State under Section 23FA and Section 23G(4) of the 1996 Act.
- 9 SECTION 9: TERMINATION OF AGREEMENTS

- 9.1 This Programme Agreement or any part thereof or any Sub-functional Agreements may be terminated by notice given by the Secretary of State in accordance with S23H of the 1996 Act.
- 9.2 This Programme Agreement or any part thereof may be terminated at any time by the joint agreement of the Parties, and the date of termination and the exit strategy (taking into account the functions to be considered) will then be agreed by the Parties.
- 9.3 When termination is the result of a joint agreement of the Parties any contractual obligations that exist at the date of termination, outstanding financial liabilities or costs arising from the termination will be apportioned between the Parties in accordance with the financial arrangements set out in Section 14 unless otherwise agreed by the Parties.
- 9.4 Any of the Parties may withdraw from this Programme Agreement or any part thereof at any time by providing a minimum of twelve months' written notice, which shall
 - 9.4.1 Be served on the remaining Parties' Chief Executives and Chief Constables; and
 - 9.4.2 (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted his PCC on withdrawal, its impact and the timescales involved in withdrawing from this Programme Agreement or any part thereof; and
 - 9.4.3 (where the Party serving notice is a PCC) certify that the Party serving notice has consulted his Chief Constable on withdrawal, its impact and the timescales involved in withdrawing from the Programme Agreement or any part thereof; and
 - 9.4.4 Specify the date upon which terminating this Programme Agreement and/or any part thereof should take effect, which shall unless the remaining parties agree otherwise, be the last date of a financial year.
- 9.5 Where this Programme Agreement or any part thereof is terminated under Section 9.4 above, the Party serving notice shall be liable
 - 9.5.1 for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this Programme Agreement; and
 - 9.5.2 to honour its share of any contractual obligations entered into as part of this Programme Agreement and/or the operation of the Programme prior to the end of the notice period; and
 - 9.5.3 for all other contributions due from it to the other Parties in respect of this Programme Agreement prior to and during the notice period; and
 - 9.5.4 for any cost associated with the withdrawal of any asset that remains in the ownership of the Party withdrawing from the Programme. For the avoidance of doubt this will include the reasonable costs of the

Parties that remain in the Programme replacing that asset where the remaining parties consider it is necessary to do so in order to ensure the successful delivery of the Programme.

- 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 reasonable period as may be agreed between the Parties.
- 9.7 In the event of any disagreement or dispute between the Parties arising out of termination of this Programme Agreement, the Parties shall seek to resolve such disagreement or dispute under Section 20 notwithstanding the termination of this Programme Agreement.
- 9.8 In the event that this Programme Agreement is terminated, the Sub-functional agreements will also be terminated but in accordance with their discrete termination provisions and any associated exit strategy.
- 9.9 The Parties agree that, should this Programme Agreement or any part thereof be terminated,
 - 9.9.1 the dissolution will be in accordance with any Exit Protocol entered into by the Parties; and
 - 9.9.2 they will each use their best endeavours to minimise the cost and impact on the other(s); and
 - 9.9.3 consultation shall take place with the staff associations and trade unions before the specific exit steps for the affected Business Area is finalised.

10 SECTION 10: GOVERNANCE AND ACCOUNTABILITY

- 10.1 The Parties may agree from time to time a governance structure for the Programme.
- 10.2 The governance structure shall include provision of a Joint Governance Board and a Coordination and Delivery Meeting.
- 10.3 Decisions of the Police & Crime Commissioners which are considered by them to amount to matters of significant public interest shall be set out in an appropriate form of decision record and published in accordance with the law.
- 10.4 The meeting structure, terms of reference and the conventions for recording of decisions are set out in the Governance Protocol.

11 SECTION 11: POLICE OFFICERS

11.1 Chief Constables consider that the transfer of direction and control of officers may be necessary for the delivery of the Programme and in order to give effect to the delivery of Sub-functional Agreements.

11.2 The Human Resources Protocol makes provision for employment principles to be applied in the context of the Programme.

12 SECTION 12: POLICE STAFF

- 12.1 The Parties recognise that the transfer or secondment of employees may be necessary fro the delivery of the Programme and in order to give effect to the delivery of Sub-functional Agreements.
- 12.2 The Human Resources Protocol makes provision for employment principles to be applied in the context of the Programme.

13 SECTION 13: POLICIES AND PROCEDURES

13.1 The Parties will work together to ensure that their policies and procedures relevant to the Programme are reviewed and will achieve single policies and procedures in line with national standards as far as this is practicable and can be agreed.

14 SECTION 14: FINANCIAL ARRANGEMENTS

- 14.1 Unless the JGB agrees to accept that one or more individual Detailed Business Cases should be split on a different basis the costs and savings associated with collaboration (including but not limited to police staff, police officers, on-costs and non pay expenditure) will be shared in direct proportion to the relative Net Revenue Expenditure ('NRE') of the Parties in any given year.
- 14.2 The Agreed Ratios will also be applied to any under-spend or overspend specifically relating to the Programme.
- 14.3 NRE will be calculated to 1 decimal place.
- 14.4 The Finance Protocol makes provision for financial principles to be applied in the delivery of the Programme.

15 SECTION 15: ASSETS AND CONTRACTS

- 15.1 Assets procured on behalf of the Programme for utilisation in respect of a Programme Function shall be held in the absence of agreement to the contrary by the Party 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 Finance Protocol makes provision for the management of assets and contracts in connection with the Programme.

16 SECTION 16: INSURANCE AND LIABILITIES

- 16.1 Each Party will remain liable in principle for public liability claims arising from incidents the response to which remains under his direction or control. Each Party will also remain liable in principle for the acts and omissions of its own police officers and police staff save for when direction and control has passed from one Chief Constable to the other in accordance with the provisions of Section 11 in which case liability will be considered on a case by case basis.
- 16.2 Each Party shall save and hold harmless the other Parties from all losses, claims, damages, costs, charges, uninsured losses, demands or proceedings incurred or brought as a result of breaches by a Party of its obligations under this Programme Agreement.
- 16.3 All employers' liability claims, Employment Tribunal claims, complaints, grievances and conduct issues raised by or against police officers or police staff working within the Programme will be dealt with by the Home Force of the officer or member of police staff instigating the claim, complaint, grievance or issue unless otherwise agreed on a case by case basis
- 16.4 In respect of public liability claims, inquests, judicial review, public complaints or other legal proceedings arising from joint working, the Parties will agree the way in which those matters will be handled on a case by case basis.
- 16.5 Each Party will maintain its own insurance arrangements to cover its obligations under this Programme Agreement and the Sub-functional Agreements.

17 SECTION 17: INFORMATION MANAGEMENT AND CONFIDENTIALITY

- 17.1 Each Party will be responsible for ensuring compliance with the Data Protection Act 1998 ('DPA') with regard to the processing of data. This includes the processing of data for use by or in connection with the Programme and for data which is created for the purposes of the Programme.
- 17.2 Each Party will remain responsible for ensuring compliance with its obligations pursuant to the Freedom of Information Act 2000 ('FOI').
- 17.3 The Parties will use their best endeavours to ensure that they keep each other informed of particular requests for access to data by data subjects under the DPA or for recorded information under the FOI, where such requests are germane to the Programme.
- 17.4 The Information Management Protocol makes provision for the management of information in connection with the Programme.
- 18 SECTION 18: VETTING

- 18.1 The Chief Constables agree that police officers and police staff seeking access to the Chief Constables' systems or information will be vetted to the level required by the Chief Constable owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 18.2 The vetting status of police officers or police staff vetted by one force will be accepted by the other unless a Party reasonably determines otherwise.

19 SECTION 19: HEALTH & SAFETY, EQUALITY ASSESSMENTS AND PRIVACY IMPACT ASSESSMENTS

- 19.1 The Human Resources Protocol makes provision for Health & Safety compliance in respect of the Programme.
- 19.2 Equality Assessments and any necessary Privacy Impact Assessments will be carried out in connection with Business Areas and will form part of Detailed Business Cases.

20 SECTION 20: DISPUTE RESOLUTION

- 20.1 Disputes arising in connection with the Programme, which cannot be resolved by officers or staff of suitable seniority, may be referred to the CDM for resolution.
- 20.2 If a dispute cannot be resolved by the CDM, it may be referred to the JGB.
- 20.3 If a dispute remains unresolved following referral to the JGB, the Parties agree to engage in good faith in an appropriate method of Alternative Dispute Resolution, including but not limited to
 - 20.3.1 Arbitration
 - 20.3.2 Mediation
 - 20.3.3 Early Neutral Evaluation
 - 20.3.4 Expert Determination
- 20.4 The Parties shall unless they agree otherwise, use the services of the Centre for Effective Dispute Resolution in connection with section 20.3.

21 SECTION 21: LEGAL COMPLIANCE

21.1 The Parties are responsible for ensuring that they comply with all of their legal duties including in respect of decision making, employment (including the Public Interest Disclosure Act 1998), contract and tort.

22 SECTION 22: GOVERNING LAW AND JURISDICTION

22.1 This Programme Agreement and Sub-functional Agreements shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

23 SECTION 23: LEGALLY BINDING

23.1 The Parties agree that this Programme Agreement and Sub-functional Agreements shall be legally binding between the Parties.

24 SECTION 24: ILLEGAL/UNENFORCEABLE PROVISIONS

24.1 If the whole or any part of the provision of this Programme Agreement and/or one or more of the Sub-functional Agreements is void or unenforceable the other provisions of this Programme Agreement and/or Sub-functional Agreements and the enforceable part of any void or unenforceable provision will continue in full.

25 SECTION 25: ASSIGNMENT

25.1 None of the Parties may assign or transfer this Programme Agreement or Subfunctional Agreements as a whole, or any of the rights and obligations under it/them, without first obtaining the written consent of all of the other Parties.

26 SECTION 26: WAIVER

26.1 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 Programme Agreement or Sub-functional 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 or any provision of this Programme Agreement or Sub-functional Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

27 SECTION 27: COUNTERPARTS

27.1 This Programme Agreement or Sub-functional Agreements 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 Programme Agreement or Sub-functional Agreement.

28 SECTION 28: NOTICES

28.1 All notices which are required to be given in connection with this Programme Agreement shall be in writing and shall be sent to the normal business address of the recipient. Any such notice may be delivered personally or by first class post and shall be deemed to have been served (if by hand) when delivered or (if by first class post) 48 hours after posting.

29 SECTION 29: THIRD PARTIES

29.1 Neither this Programme Agreement nor Sub-functional Agreements create any rights enforceable by any person not party to it or them under the Contracts (Rights of Third Parties) Act 1999.

SIGNATORIES

IN WITNESS whereof the parties have signed below:

| For the Chief Constable of Cleveland | | |
|---|--|--|
| Name I AiN SPITTAL | | |
| Signature Date 20 April 2015 | | |
| For the Chief Constable of Durham | | |
| Name Michael Borton | | |
| Signature Man Soll Date 20th April 2015. | | |
| For the Chief Constable of North Yorkshire | | |
| Name D. Jayo | | |
| Signature Date 20/4/15 | | |
| For the Police & Crime Commissioner for Cleveland | | |
| Name BARLY COMINGON | | |
| Name Signature Date 20 AAR 2015 | | |
| For the Police & Crime Commissioner for Durham | | |
| Name Ronald Hogo | | |
| Signature Paul Hy Date 20 April 2015 | | |
| For the Police & Crime Commissioner for North Yorkshire | | |
| Name Julia Mulland | | |
| Signature Date 20/4/15 | | |

PART 2

SCHEDULE OF PROTOCOLS

Governance Protocol

Finance Protocol

Human Resources Protocol

Information Management Protocol

Audit Protocol

Communications Protocol

Performance Monitoring Protocol

PART 3

SCHEDULE OF SUB-FUNCTIONAL AGREEMENTS

[TO BE INSERTED]