

COLLABORATION AGREEMENT FOR



THE PARTIES:



THE POLICE FIRE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

NORTH YORKSHIRE POLICE, FIRE AND CRIME COMMISSIONER FIRE AND RESCUE AUTHORITY

THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE

TABLE OF CONTENTS

PART I COLLABORATION AGREEMENT

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

PART 2 SCHEDULE OF PROTOCOLS

PART I

COLLABORATION AGREEMENT

THIS AGREEMENT is made on the 1st day of May 2019

BETWEEN:

- The Police Fire and Crime Commissioner for North Yorkshire (PFCCNY)
- North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority (NYPFCCFRA)
- The Chief Constable of North Yorkshire Police (CC NYP)

(hereinafter called '**the Parties**')

The Parties are agreed that the collaboration provided for herein serves efficiency and effectiveness in accordance with the law.

THEREFORE IT IS AGREED as follows:-

1. SECTION 1: DEFINITIONS

In this Collaboration Agreement and Protocols the terms below have the following meanings:-

- 1.1 **"2004 Act"** – the Fire and Rescue Service Act 2004.
- 1.2 **"2011 Act"** - the Police and Reform and Social Responsibility Act 2011 (as amended).
- 1.3 **"2017 Act"** - the Policing and Crime Act 2017 (as amended).
- 1.4 **"Agreed Ratio/s"** - the ratios in which the Parties agree to share costs as set out in the Finance Protocol.
- 1.5 **"Business Area"** – a function of a Party or Parties which is the subject of actual or potential collaboration under enableNY.
- 1.6 **"Body"** – the Police Fire and Crime Commissioner for North Yorkshire, the North Yorkshire Police Fire and Crime Commissioner Fire and Rescue Authority or the Chief Constable of North Yorkshire Police
- 1.7 **"Chief Constable", "Chief Officer of Police" or "CC"** – the Chief Constable of North Yorkshire Police.
- 1.8 **"Chief Finance Officer" or "CFO"** – a person appointed to be responsible for financial management in accordance with the 2011 Act, whether in respect of the local policing body, the FRA or the Chief Constable as the context dictates.

- 1.9 **“Chief Fire and Rescue Officer” or “CFRO”**– the Chief Fire and Rescue Officer appointed by the PFCC.
- 1.10 **“Deputy Chief Constable” or “DCC”** – the Deputy Chief Constable of North Yorkshire Police.
- 1.11 **“Enable North Yorkshire” or “enableNY”**– the collaboration between the Police Fire and Crime Commissioner for North Yorkshire, the North Yorkshire Police Fire and Crime Commissioner Fire and Rescue Authority and the Chief Constable of North Yorkshire Police, as set out in and referenced by this Agreement.
- 1.12 **“Fire and Rescue Authority” or “FRA”** – the North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority.
- 1.13 **“Fire and Rescue Body”** – a Fire and Rescue Authority within the meaning of the 2004 Act and the 2017 Act.
- 1.14 **“Force”** – the Chief Constable of North Yorkshire Police or the force led by the Chief Constable of North Yorkshire Police, as the context dictates.
- 1.15 **“Function”** – any lawful power or duty of a Chief Constable, Police Fire and Crime Commissioner or Fire and Rescue Authority.
- 1.16 **“Home Body”** - the body employing a member of police staff or fire and rescue authority staff, as the context dictates.
- 1.17 **“Executive Board” or “EB”** - the Board responsible for overall strategic direction of the enableNY Collaboration, as set out in its terms of reference.
- 1.18 **“Exit Protocol”** – the Protocol that would be drafted to provide the plan for any exit from the collaborative arrangements if this Collaboration Agreement were to be terminated in accordance with Section 9.
- 1.19 **“Local Business Case”** – the Business Case for the governance model for North Yorkshire Fire and Rescue Services submitted by the PFCC and approved by the Home Office in November 2018 (annexed and marked “Appendix A”)
- 1.20 **“Managing Director”** – the Managing Director of Enable North Yorkshire.
- 1.21 **“Party”** - the Chief Constable of North Yorkshire Police, the North Yorkshire Police Fire and Crime Commissioner Fire and Rescue Authority and the Police Fire and Crime Commissioner for North Yorkshire.
- 1.22 **“Police, Fire and Crime Commissioner” or “PFCC”** - the Police, Fire and Crime Commissioner for North Yorkshire.

- 1.23 **“Policing Body”** or **“Local Policing Body”** or **“Elected Local Policing Body”** – an elected local policing body within the meaning of s102 of the 2011 Act.
- 1.24 **“Collaboration Agreement”** - this overarching Collaboration Agreement and its Protocols.
- 1.25 **“Protocol”** – has the meaning set out at Section 2 of this Agreement.
- 1.26 **“Strategic Intent”** the underpinning principles as to efficiency and effectiveness as set out in the Local Business Case

In this Collaboration Agreement unless where otherwise specified:

- 1.27 The headings are for convenience only and shall not affect its interpretation.
- 1.28 References to a section, clause, paragraph, or schedule are to a section, clause, paragraph or schedule within this Collaboration Agreement.
- 1.29 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).
- 1.30 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.
- 1.31 The words “in writing” and “written” mean “in documented form” whether electronic or hard copy, unless otherwise stated.
- 1.32 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 1.33 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.
- 1.34 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.
- 1.35 Any reference to a notice, consent, approval agreement and/or permission being required under this Collaboration Agreement shall unless expressed to the contrary in this Collaboration Agreement be given in writing.

2. SECTION 2: LEGAL CONTEXT

- 2.1 Sections 1 and 2 of the 2017 Act permit and encourage police bodies, fire and rescue bodies, ambulance trusts (“relevant services”) and other persons to make collaboration agreements. A collaboration agreement is an agreement in writing that sets out how the parties to the agreement will work together in discharging their functions.
- 2.2 Section 2 of the 2017 Act requires relevant services to keep under consideration whether entering into a collaboration agreement with one or more other relevant services could be in the interests of the efficiency or effectiveness of that service and those other services. If a relevant service so considers, it must notify the other proposed party to the proposed collaboration who must consider the proposed collaboration. Each proposed party which is of the view that the proposed collaboration would be in the interests of its efficiency or effectiveness (if it were to give effect to the proposed collaboration, or to give effect to it so far as it relates to that party) must give effect to the proposed collaboration, or give effect to it so far as it relates to that party, by entering into a collaboration agreement (if the party has power to do so). Section 2 does not require a relevant service to enter into a collaboration agreement if the service is of the view that the proposed collaboration would have an adverse effect on public safety or otherwise have an adverse effect on its efficiency or effectiveness.
- 2.3 A chief officer of police of a police force may not enter into a collaboration agreement unless the local policing body responsible for maintaining that police force also enters into the agreement.
- 2.4 A collaboration agreement may, in particular, make provision about the use, for the purposes of the agreement, of a power of a party to the agreement to make arrangements for the exercise of the party's functions by another person, or exercise functions jointly with another person.
- 2.5 A collaboration agreement may include provision for payments to be made by the parties to the agreement for the purposes of facilitating that agreement.
- 2.6 This Collaboration Agreement sets out the overarching provision to give effect to the Strategic Intent.
- 2.7 Protocols will be entered into in order to make detailed provision for regulating, supporting and enabling collaboration – including but not limited to finance and governance. Protocols, once agreed, shall be treated as forming part of this Collaboration Agreement. The list of Protocols is set out at Part 2 of this Collaboration Agreement.
- 2.8 The terms of this Collaboration Agreement and Protocols are to be read in conjunction with legislation and the statutory guidance for emergency service collaboration.

- 2.9 This Collaboration Agreement is structured to identify the purpose of Enable North Yorkshire, to set out and agree a basis for joint working.

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 the Local Business Case.
- 3.2 This Collaboration Agreement is made between the Parties pursuant to Sections 1 to 5 of the 2017 Act.
- 3.3 For the purposes of Section 2(5) of the 2017 Act, the Chief Constable and the FRA have determined that the making of this Collaboration Agreement is in the interests of their respective body's efficiency or effectiveness.
- 3.4 For the purposes of Sections 2(5) and (6) of the 2017 Act, the PFCC has determined that the making of this Collaboration Agreement is in the interests of the efficiency or effectiveness of the police force that the PFCC is responsible for maintaining.

4 SECTION 4: EXTENT OF COLLABORATION AGREEMENT

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

5 SECTION 5: COMMENCEMENT DATE

- 5.1 This Collaboration Agreement shall come into force on 1 May 2019 and shall continue in force unless terminated or varied.

6 SECTION 6: ADMISSION OF NEW PARTIES

- 6.1 Further parties may be added to this Collaboration Agreement with the unanimous agreement of the Parties by way of variation.

7 SECTION 7: REVIEW OF COLLABORATION ARRANGEMENTS

- 7.1 The arrangements for both the Collaboration and this Collaboration Agreement shall be reviewed periodically by EB as part of the annual work plan
- 7.2 Such reviews are without prejudice to any performance monitoring of the Force which the PFCC may wish to undertake from time to time.
- 7.3 The review obligations in this Section shall not interfere with the requirement on the Parties to keep under consideration whether entering further collaboration

arrangements with one or more other relevant emergency services in England could be in the interests of the efficiency or effectiveness of that service and those other services in accordance with Section 2(1) of the 2017 Act or any other enactment.

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 in accordance with the Finance Protocol unless agreed otherwise.

8 SECTION 8: VARIATION OF AGREEMENTS

8.1 In accordance with s4 of the 2017 Act the terms of this Collaboration Agreement may be varied or replaced, including by being altered or appended to, at any time by written agreement between the Parties.

8.2 The FRA shall consult the CFRO before agreeing to any variation of this Collaboration Agreement.

9 SECTION 9: TERMINATION OF AGREEMENTS

9.1 This Collaboration 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.

9.2 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 13 unless otherwise agreed by the Parties.

9.3 Any of the Parties may withdraw from this Collaboration Agreement or any part thereof at any time where in the view of that party the agreement is no longer in the interests of its efficiency or effectiveness by providing a minimum of twelve months' written notice, which shall

9.3.1 Be served on the remaining Parties; and

9.3.2 (where the Party serving notice is the Chief Constable) certify that the Party serving notice has consulted the PFCCNY and NYPFCCFRA on withdrawal, its impact and the timescales involved in withdrawing from this Collaboration Agreement or any part thereof; and

- 9.3.3 (where the Party serving notice is the PFCC) certify that the Party serving notice has consulted the Chief Constable and NYPFCCFRA on withdrawal, its impact and the timescales involved in withdrawing from the Collaboration Agreement or any part thereof; and
 - 9.3.4 (where the Party serving notice is the NYPFCCFRA) certify that the Party serving notice has consulted the Chief Constable and PFCCNY on withdrawal, its impact and the timescales involved in withdrawing from the Collaboration Agreement or any part thereof
 - 9.3.5 Certify in either case that the Monitoring Officer to the PFCC has been consulted in connection with the proposed withdrawal and has had the opportunity to advise the PFCC on the legal implications of the proposal to withdraw.
 - 9.3.6 Specify the date upon which terminating this Collaboration 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.
- 9.4 Where this Collaboration Agreement or any part thereof is terminated under Section 9.3 above, the Party serving notice shall be liable
- 9.4.1 for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this Collaboration Agreement; and
 - 9.4.2 to honour its share of any contractual obligations entered into as part of this Collaboration Agreement and/or the operation of the Collaboration prior to the end of the notice period; and
 - 9.4.3 for all other contributions due from it to the other Parties in respect of this Collaboration Agreement prior to and during the notice period; and
 - 9.4.4 for any cost associated with the withdrawal of any asset that remains in the ownership of the Party withdrawing from the Collaboration. For the avoidance of doubt this will include the reasonable costs of the Parties that remain in the Collaboration replacing that asset where the remaining parties consider it is necessary to do so in order to ensure the successful delivery of the Collaboration.
- 9.5 Any payment in respect of a Party's obligations under Section 9.4 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.
- 9.6 In the event of any disagreement or dispute between the Parties arising out of termination of this Collaboration Agreement, the Parties shall seek to resolve such disagreement or dispute under Section 19 notwithstanding the termination of this Collaboration Agreement.
- 9.7 The Parties agree that, should this Collaboration Agreement or any part thereof be terminated,

- 9.7.1 the dissolution will be in accordance with any Exit Protocol entered into by the Parties; and
- 9.7.2 they will each use their best endeavours to minimise the cost and impact on the other(s); and
- 9.7.3 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 Collaboration.
- 10.2 The governance structure shall include that the Executive Board will oversee the Collaboration as set out in the Governance Protocol.
- 10.3 Decisions of the PFCC which are considered by the PFCC to amount to matters of significant public interest shall be set out in an appropriate form of decision record and published in accordance with Section 11 of the 2011 Act.
- 10.4 Decisions of the FRA which are considered by the FRA to amount to matters of significant public interest shall be set out in an appropriate form of decision record and published in accordance with Paragraph 4 of Schedule A2 to the 2004 Act.
- 10.5 The meeting structure, terms of reference and the conventions for recording of decisions are set out in the Governance Protocol.
- 10.6 There shall be a Managing Director of Enable North Yorkshire.
- 10.7 The Managing Director shall be employed by the Chief Constable.
- 10.8 The Job Description/Role Profile of the Managing Director, including but not limited to the Managing Director's general duties, place of work, pay, pension and other emoluments and any variation of the same shall be agreed between the Chief Constable and the FRA.
- 10.9 The FRA shall consult the CFRO before agreeing to a variation of the Managing Director's Job Description/Role Profile with the Chief Constable.
- 10.10 The cost of the pay, pension and other emoluments of the Managing Director shall be shared by the Chief Constable and the FRA in accordance with the Finance Protocol. The FRA shall reimburse the Chief Constable a sum equivalent to the agreed proportion of the Managing Director's pay, pension and other emoluments.
- 10.11 As an employee of the Chief Constable, the Managing Director shall be subject to the contractual provisions, policies and regulatory regime applicable to Police Staff. In order to ensure the effective delivery of this Collaboration Agreement, the

Parties have agreed between themselves and with the Managing Director, that a matrix management approach shall be taken which aligns the objective-setting and performance management of the Managing Director, to the business objectives of Enable and the effective delivery of this Collaboration Agreement. It follows that whilst the Managing Director shall formally be under the line management of the Deputy Chief Constable, such management shall be exercised jointly with the Chief Fire & Rescue Officer. The Parties agree and expect that the post-holders performing the roles specified in clauses 10.11 and 10.12 shall use their best endeavours in good faith to ensure that clear, purposeful arrangements are agreed and documented between them for matrix management, aligning objectives and performance management to achieve the business purposes of Enable. The effective operation of this collaboration agreement means that it is incumbent upon the Deputy Chief Constable and the Chief Fire & Rescue Officer to ensure that such arrangements are agreed and sustained, in consultation with the Managing Director.

- 10.12 The staff employed by the Chief Constable and the FRA deployed from time to time for the purposes of Enable North Yorkshire shall be under the line management of the Managing Director. Whilst employees under the line management of the Managing Director remain subject to the contractual provisions, policies and regulatory regime applicable to their particular employment (whether as Police Staff or FRA employees or otherwise as the case may be) in line with clause 10.11 above, the Parties agree and expect that all post-holders shall use their best endeavours in good faith to ensure that clear, purposeful arrangements are agreed for appropriate performance of line management, including but not limited to the setting of objectives and performance management.

11 SECTION 11: POLICE/FRA STAFF

- 11.1 The Parties recognise that the transfer or secondment of employees may be necessary in pursuit of the efficient and effective delivery of the Collaboration.

12 SECTION 12: POLICIES AND PROCEDURES

- 12.1 The Parties will work together to ensure that their policies and procedures relevant to the Collaboration are reviewed and will achieve fairness across the Home Bodies as far as this is practicable whilst remaining in in line with national standards.

13 SECTION 13: FINANCIAL ARRANGEMENTS

- 13.1 Unless the EB agrees to accept that one or more individual Business Areas should be split on a different basis, the costs and savings associated with collaboration (including but not limited to staff on-costs and non pay expenditure) will be shared in direct proportion to the Agreed Ratio as set out in the Finance Protocol.

- 13.2 The Agreed Ratios will also be applied to any under-spend or overspend specifically relating to the Collaboration
- 13.3 The Finance Protocol makes provision for financial principles to be applied in the delivery of the Collaboration.

14 SECTION 14: ASSETS AND CONTRACTS

- 14.1 Assets procured on behalf of the Collaboration for utilisation in respect of a Collaborative Business Area 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.
- 14.2 The management of property (including premises, vehicles and other property owned by one of the Party's but shared or used by other Parties) is set out in the Property Protocols.
- 14.3 The management of Information Technology issues is set out in the Information Technology Protocol.

The Finance Protocol makes provision for the financial management of assets and contracts in connection with the Collaboration.

15 SECTION 15: INSURANCE AND LIABILITIES

- 15.1 Each Party will remain liable in principle for public liability claims arising from incidents the response to which remains under their direction or control. Each Party will also remain liable in principle for the acts and omissions of its own staff save for when direction and control has passed from one Party to the other in accordance with the provisions of Section 11 in which case liability will be considered on a case by case basis.
- 15.2 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 Collaboration Agreement.
- 15.3 All employers' liability claims, Employment Tribunal claims, complaints, grievances and conduct issues raised by or against staff working within the Collaboration will be dealt with by the Home Body of the member of staff instigating the claim, complaint, grievance or issue unless otherwise agreed on a case by case basis.
- 15.4 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.
- 15.5 Each Party will maintain its own insurance arrangements to cover its obligations under this Collaboration Agreement.

16 SECTION 16: INFORMATION MANAGEMENT AND CONFIDENTIALITY

- 16.1 Each Party will be responsible for ensuring compliance with the law with regard to data protection. This includes the processing of data for use by or in connection with the Collaboration and for data which is created for the purposes of the Collaboration. It recognised that each Party is a Data Controller in their own right.
- 16.2 Each Party will remain responsible for ensuring compliance with its obligations pursuant to the Freedom of Information Act 2000 ('FOI').
- 16.3 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 or for recorded information under the FOI, where such requests are germane to the Collaboration.
- 16.4 The Information Management Protocol makes provision for the management of information in connection with the Collaboration.

17 SECTION 17: VETTING

- 17.1.1 The Parties agree that Chief Constable's, PFCC and FRA staff seeking access to their own or other's systems or information will be vetted to the level required by the respective Data Controller. Persons failing vetting will not be permitted to access the systems or information.
- 17.2 All vetting will be undertaken by the Vetting staff employed by the Chief Constable.

18 SECTION 18: HEALTH & SAFETY, EQUALITY ASSESSMENTS AND DATA PROTECTION IMPACT ASSESSMENTS

- 18.1 Each Body will undertake its own Health & Safety compliance in respect of the Collaboration.
- 18.2 Equality Assessments and any necessary Data Protection Impact Assessments will be carried out in connection with Business Areas.

19 SECTION 19: DISPUTE RESOLUTION

- 19.1 Disputes arising in connection with the Collaboration, which cannot be resolved by officers or staff of suitable seniority, may be referred by the Managing Director to the DCC and the CFRO for resolution.
- 19.2 If a dispute cannot be resolved by them, it may be referred to the EB.

19.3 If a dispute remains unresolved following referral to the EB, the Parties agree to engage in good faith in an appropriate method of Alternative Dispute Resolution, including but not limited to

19.3.1 Arbitration

19.3.2 Mediation

19.3.3 Early Neutral Evaluation

19.3.4 Expert Determination.

20 SECTION 20: LEGAL COMPLIANCE

20.1 The Parties are responsible for ensuring that they cooperate in order to achieve compliance with all of their legal duties including in respect of decision making, employment, contract and tort.

21 SECTION 21: GOVERNING LAW AND JURISDICTION

21.1 This Collaboration Agreement shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

22 SECTION 22: LEGALLY BINDING

22.1 The Parties agree that this Collaboration Agreement shall be legally binding between the Parties.

23 SECTION 23: ILLEGAL/UNENFORCEABLE PROVISIONS

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

24 SECTION 24: ASSIGNMENT

24.1 None of the Parties may assign or transfer this Collaboration Agreement 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

25 SECTION 25: WAIVER

25.1 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 Collaboration 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 Collaboration Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

26 SECTION 26: COUNTERPARTS

26.1 This Collaboration 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 Collaboration Agreement.

27 SECTION 27: NOTICES

27.1 All notices which are required to be given in connection with this Collaboration 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.

28 SECTION 28: THIRD PARTIES

28.1 Neither this Collaboration Agreement 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 Police, Fire & Crime Commissioner for North Yorkshire

Name JULIA MULLIGAN

Signature



Date 28.1.2020

For the North Yorkshire Police Fire and Crime Commissioner Fire and Rescue Authority

Name SIMON DENNIS

Signature



Date 28 January 2020

For the Chief Constable of North Yorkshire

Name LISA WINWARD

Signature



Date 6th February 2020

PART 2

SCHEDULE OF PROTOCOLS

Governance Protocol (incl Internal Audit)

Finance Protocol (incl Procurement)

People Protocol (incl HR, Health & Safety, Learning & Development, Occupational Health & Welfare)

Assets Protocol (incl Estates, Fleet, Logistics)

Information Technology Protocol

Information Management Protocol

Communications Protocol