



## **Collaboration Agreement for the provision of a Director of Collaborative Legal Services**

### **Collaborating Partners:**

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

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This Collaboration Agreement is made on the        day of        2016 between the following Parties:-

- (1) The Chief Constable of Cleveland Police
- (2) The Chief Constable of Durham Police of Durham Constabulary
- (3) The Chief Constable of North Yorkshire
- (4) The Police and Crime Commissioner for Cleveland
- (5) The Police and Crime Commissioner for Durham
- (6) The Police and Crime Commissioner for North Yorkshire

## 1. SECTION 1: DEFINITIONS

In this Agreement the terms below have the following meanings;

- 1.1. **"Agreed Ratios"**- means the agreed apportionment between the Parties of the cost of provision of the Function in direct proportion to the relative Net Revenue Expenditure ("NRE") of the Parties in any financial year or part thereof.
- 1.2. **"This Agreement"** – means this Collaboration Agreement for the provision of a Director of Collaborative Legal Services
- 1.3. **"The Chief Constables"**- means the Chief Constables for the time being of Cleveland Police, Durham Constabulary and North Yorkshire Police.
- 1.4. **"The Commissioners"** - means the Police and Crime Commissioners for Cleveland, Durham and North Yorkshire who are the Policing Bodies for the purposes of section 89 of the Police Reform and Social Responsibility Act 2011 for their respective force areas.

- 1.5. **“CDM”**- means the Co-ordination and Delivery Meeting which forms part of the Evolve programme’s governance structure and is responsible for ensuring programme delivery as set out in its terms of reference.
- 1.6. **“Confidential Information”**- means all information disclosed by any party to the Director expressed to be confidential or which would reasonably be considered by reference to its nature and the circumstances of its disclosure to be confidential.
- 1.7. **“The Director”**- means the Director of Collaborative Legal Services for the Evolve partners appointed to deliver the Function.
- 1.8. **“ The Evolve Force Areas”**- means the geographical areas for which the Commissioners and their respective Chief Constables have responsibility.
- 1.9. **“The Evolve Programme”**-means the collaboration programme between the Parties and dated 20<sup>th</sup> April 2015
- 1.10. **“ Financial Year”**-mean any year commencing on the 1st April.
- 1.11. **“Framework Agreement”** –means the overarching Evolve Programme Collaboration Agreement entered into between the Parties and dated 20 April 2015.
- 1.12. **“The Function”** - means the provision of the services of a Director of Collaborative Legal Services as set out in the job description for the post incorporating the core functions detailed within the service specification.
- 1.13. **“IRD”**- means Information Rights and Disclosure incorporating the core functions set out in the service specification.
- 1.14. **“The JGB”**- means the Joint Governance Board responsible for overall strategic direction of the Evolve Programme, as set out in its terms of reference.
- 1.15. **“Losses”**- means any damages, liabilities, awards, costs, charges, losses and expenses.
- 1.16. **“The Parties”**- means the Chief Constables and the Commissioners who are party to this Agreement.
- 1.17. **“The Services”**- means the collaborative provision of legal services together with those IRD activities that complement the core collaborative legal services provision to the Parties or such proportion or elements of such legal services or IRD activities as the Parties shall separately agree.

## **2. SECTION 2: THE LEGAL CONTEXT**

- 2.1. The Parties wish to enter into a Collaboration Agreement pursuant to Section 22A (2) (c) of Police Act 1996 ( "the Act") for the provision of a Director of Collaborative Legal Services serving the Evolve Force areas.
- 2.2. For the purposes of section 22A of the Act this Agreement contains policing body and force collaboration provision.
- 2.3. This Agreement is made pursuant The Framework Agreement whose terms and conditions (including Definitions) are adopted and confirmed for the purposes of this Agreement.
- 2.4. This Agreement constitutes a functional Collaboration as contemplated within Paragraph 2.7 of the Framework Agreement dated 20 April 2015.
- 2.5. The Chief Constables are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of their respective Forces.
- 2.6. The Commissioners are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the forces which they maintain.
- 2.7. Where there is any inconsistency or conflict between the Framework Agreement and this Agreement, the terms of this Agreement shall be preferred and shall prevail.

## **3. SECTION 3: THE PURPOSE OF THIS AGREEMENT**

3.1 In the context of the Evolve Programme the Parties have identified business benefits in the provision of the Services to the Parties by the development of arrangements whereby the Legal Services Units and relevant core activities within IRD within the three Evolve force areas can operate collaboratively in such a way as to enhance the effectiveness and efficiency of the delivery of the Services to the Parties.

3.2 In order to facilitate the development of such arrangements the Parties have resolved to establish the post of Director of Evolve Collaborative Legal Services and to appoint a Director who will have strategic responsibility for establishing a suitable model through which the Services can be delivered, and thereafter to manage the continuing development and delivery of such Services.

3.3 This Agreement sets out the basis of agreement between the Parties in respect of the establishment of the post of Director, the arrangements for the Director's employment and supervision and the mechanisms whereby the Director's services will be delivered to the Parties.

3.4 This Agreement sets out the Parties' respective roles and responsibilities in relation to the provision by the Director of the Function

3.5 The Parties consider that this Agreement is compliant with the Waiver granted on the 11 September 2014 by the Solicitors' Regulation Authority pursuant to paragraph 1.1 (e) of the relevant Practice Framework Rules 2011.

#### **4. SECTION 4: THE FUNCTION**

4.1 The Function to be delivered to the Parties by the Director is initially as set out in the Job Description for the post of Director (or any amendments or modifications thereto which may be agreed between the parties from time to time) and which appears at Schedule 1 to this Agreement.

4.2 The Director's initial responsibilities will be to devise a suitable model for delivery of the Services and to seek specific authorisation from the JGB for the implementation of such model and during this time the parties do not anticipate that the Director will other than in exceptional circumstances or at his or her discretion assume direct care and conduct for specific legal or IRD matters on behalf of any of the Parties.

4.3 Upon the establishment of a suitably authorised collaborative model for delivery of the Services and on a date to be determined by the Director's line manager, the Director shall have responsibility for the day-to-day delivery and management of the Services and will be expected to assume care and conduct for a caseload of legal matters commensurate with the Director's experience and standing or matters which by virtue of their importance or sensitivity require the Director's personal attention.

4.4 The Parties and their staff will provide such support and assistance to the Director as the Director may reasonably require (including the provision of information and documentation) for the performance of the Function.

4.5 The Director will be provided with an administrative base in Cleveland Police's Headquarters but will also work from the offices of other Parties to this Agreement and in such circumstances the Director will be provided with suitable working facilities (including use of office space and office equipment)

4.6 The Director on appointment will become a member of the CDM and will attend and contribute to meetings accordingly.

4.7 The JGB may at its discretion invite the Director to attend its meetings either as a permanent legal adviser or on an ad hoc basis to provide advice on specific matters.

4.8 In circumstances in which the Director provides legal advice or legal representation to a Party other than his or her employer then the provision of such advice or representation shall be subject to a professional solicitor-client retainer as between the Director and the Party commissioning the advice or representation.

**5. SECTION 5: EMPLOYMENT**

5.1 The Director will be employed by the Chief Constable of Cleveland Police at an initial salary previously agreed between the Parties.

5.2 The Director will be subject to the standard terms and conditions of employment applicable to Cleveland Police support staff.

5.3 The Director will at all times whilst providing the Function remain under the direction and control of the Chief Constable of Cleveland Police.

5.4 Prior to confirming the Director's employment, the Chief Constable of Cleveland Police will require the Director to receive positive vetting clearance to Security Clearance ( SC ) level and such vetting clearance will be deemed sufficient by the remaining Parties to permit the Director to operate freely in accordance with such vetting clearance within their respective organisations.

**6. SECTION 6: GOVERNANCE**

6.1 The Chief Executive to the Commissioner for Cleveland will act as mentor to the Director providing professional support and guidance as necessary.

6.2 The Director's line manager will be the Deputy Chief Constable of Cleveland Police for the time being who will be responsible for day-to-day management of the Director, monitoring the Directors performance and effecting appropriate assessment in accordance with such methodologies from time to time in use within Cleveland Police.

6.3 The Director's line manager will in the first instance task the Director and will receive progress reports as directed by the line manager.

6.4 The Director will also report to the CDM on such matters, in such form and with such frequency as the CDM requires. The Director may be specifically tasked by the CDM which may set timescales for completion of the relevant work.

6.5 The JGB may also from time to time require the Director to report directly to it and the JGB will require the Director in accordance with a timetable which the JGB will specify to provide the JGB with recommendations for the establishment of the Services.

6.6 Other than as specified above in this Section 6 the Function shall be subject to the arrangements set out in the Governance Protocol referred to in the Framework Agreement.

6.7 Concerns regarding the performance of the Director may be raised by any of the Parties with the Director's line manager in the first instance and such concerns if not resolved will then be escalated to the CDM and thereafter the JGB.

## **7. SECTION 7: FINANCE**

7.1 The parties agree to share the following costs of the provision of the Function in the Agreed Ratios and in accordance with the principles contained within the Financial Protocol referred to in the Framework Agreement including :-

- 7.1.1 The salary of the Director and all associated on costs;
- 7.1.2 The salary and associated on costs of a dedicated Personal Assistant/Secretary (to be appointed at the option of the Director)
- 7.1.3 The cost of the Director's professional practising certificate;
- 7.1.4 The cost of the Director's professional training requirements ( to include but not limited to training necessary to satisfy the mandatory requirements of the Director's Regulatory Body);
- 7.1.5 An annual contribution to be agreed between the parties in respect of the costs of stationery, office equipment, IT hardware and software used in support of the Director.
- 7.1.6 All travel costs and other reasonable out-of-pocket expenses;
- 7.1.7 Necessary legal resources including books and online materials;
- 7.1.8 The costs of the recruitment of the Director
- 7.1.9 Such other costs or expenditure as may properly be incurred from time to time in the provision of the Function by the Director.

## **8. SECTION 8: COMMENCEMENT REVIEW AND DURATION**

- 8.1 This Agreement shall commence on the     day of     2016 and shall continue in force until terminated or varied in accordance with the Framework Agreement;
- 8.2 A review may be commissioned at any time by any of the Parties in accordance with section 7 of the Framework Agreement;
- 8.3 This Agreement (including Schedules hereto) may be varied at any time by written agreement signed by all Parties.

## **9. SECTION 9: TERMINATION**

9.1 This Agreement may be terminated in accordance with section 9 of the Framework Agreement in the same manner as the Programme Agreement referred to therein.

## **10. SECTION 10: INSURANCE AND LIABILITIES**

10.1 Clause 16 of the Framework Agreement shall have effect subject to the following variations and clarifications.

10.2 The Parties acknowledge and agree that to reflect common practice in the provision of legal services within the Police service and subject to the Director discharging his or her obligations in providing the Services lawfully and in good faith the Parties will indemnify and hold harmless the Director and the Chief Constable of Cleveland for any losses arising out of any act or omission on the part of the Director.

10.3 In the event that the Chief Constable of Cleveland should suffer any losses out of any legal liability to the Director incurred as a result (in whole or in part) of the acts or omissions of another Party or Parties to this Agreement or any person employed by working under their direction control ( "the Contributing Party") then the Chief Constable and the Contributing Party will in good faith enter into negotiations in order to determine the proportion of the losses to be met by the Contributing Party which sum will be paid to the Chief Constable of Cleveland within 28 days of agreement having been reached.

## **11. SECTION 11: INFORMATION MANAGEMENT**

11.1 The Parties shall share information where necessary to fulfil the purposes of this Agreement.

11.2 For the purposes of the Data Protection Act 1998 each Party remains the Data Controller for any personal information recorded (in whatever format) or in any information system under that Parties control.

11.3 Any requests received under the Freedom of Information 2000 (FOIA) by any Party which relate to or touch upon the subject matter of this Agreement should be brought to the attention of the other Parties as soon as practicable and at the request of the Party in receipt of the FOIA request all other parties will offer reasonable assistance for responding to the FOIA request for any subsequent compliance requirement.



**12. SECTION 12: CONFIDENTIALITY AND CONFLICT OF INTEREST**



12.1 The Parties recognise the potential in the implementation of this Agreement for issues of confidentiality and conflicts of interest to arise and accordingly Schedule 2 to this Agreement shall have effect.

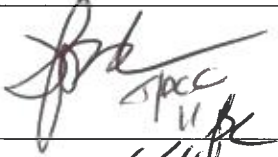

**13. SECTION 13: TRANSPARENCY**

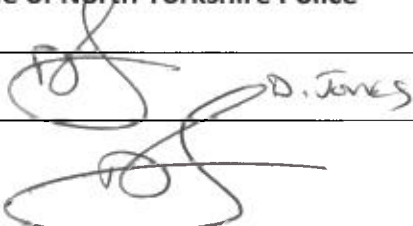
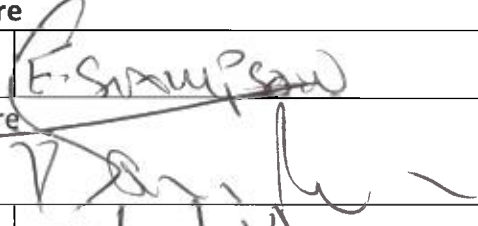
13.1 This Agreement is not confidential and may be published at the discretion of the Parties in whole or in summary, pursuant to section 23E of the Act.

**SIGNATORIES**

**IN WITNESS** whereof the parties have signed below:

<b>Chief Constable of Cleveland Police</b>		<b>Police &amp; Crime Commissioner for Cleveland</b>	
Name	IAIN SPITAL	Name	BARRY COPPINGER
Signature		Signature	
Date	7.4.16	Date	7.4.16

<b>Chief Constable of Durham Constabulary</b>		<b>Police &amp; Crime Commissioner for Durham</b>	
Name	DAVID OBEY	Name	ALAN REISS
Signature		Signature	
Date	7/4/16	Date	7/11/16

<b>Chief Constable of North Yorkshire Police</b>		<b>Police &amp; Crime Commissioner for North Yorkshire</b>	
Name	D. Jones	Name	E. Sampson
Signature		Signature	
Date	7/4/16	Date	7/11/16



SCHEDULE 1

**Director of Evolve Collaborative Legal Services**

**JOB DESCRIPTION**

<b>Job Title</b>	Director of Evolve Collaborative Legal Services
<b>Service Unit</b>	Evolve
<b>Responsible to</b>	Deputy Chief Constable – Cleveland Police and the Evolve Programme Governance Structure
<b>Salary Range</b>	£75-£90K (subject to negotiation)
<b>Vetting Status</b>	MV/SC

**Job Responsibilities:**

The post holder will take strategic responsibility for delivering suitable collaborative Legal Services provision, to meet the needs and requirements of the Evolve collaborating forces and OPCCs.

The post holder will also take responsibility for proposing suitable collaborative Information Rights and Disclosure service provision across Evolve to complement the core collaborative Legal services provision.

**Job Purpose:**

To identify the optimum way to move toward an appropriate model for delivering the agreed service specification by closer alignment of legal functions across all Evolve collaborative forces and OPCCs.

To review the collaborative potential of Information Rights and Disclosure functions alongside (and as a complement to) the legal services strand.

To ensure:

The Evolve Chief Constables, PCCs, Chief Officers and Chief Executives, plus members of the wider workforce receive sound and timely legal advice on a wide range of matters including complex and high profile issues;

Suitable mechanisms are in place to minimise and cater for any potential conflicts of interest that may arise between any members of Evolve;

That legal services are provided efficiently and effectively.

### **Principal Duties & Responsibilities:**

To develop and take overall responsibility for a collaborative service model ensuring a joined up approach and single ethos and the provision of an efficient and effective legal service to meet the needs of all Evolve Forces, OPCCs and the Evolve 'Collaboration'.

To translate Evolve and wider partnership strategy into a deliverable business plan for a collaborative legal services provision and identify the level of resources required to support the work undertaken within Evolve forces and OPCCs and ongoing service delivery, ensuring that demanding service levels are set and that professional standards are maintained.

To lead and drive forward change in the Evolve Forces and OPCCs embedding a culture of continuous and ambitious improvement and maximising opportunities for innovation and partnership.

To ensure as necessary, the management, control and reduction of the collaborative legal services' expenditure and costs, within agreed budgets and financial management arrangements, initiating, managing and implementing reviews that will continually transform the collaborative legal service provision into an efficient, cost effective and competitive service.

To support organisational change ensuring appropriate systems of performance and development, communications, quality measures, monitoring and review are in place, advising key stakeholders as appropriate, on processes, improvements, adaptations and modifications required to ensure service delivery within a quality and best value framework.

To ensure that liaison takes place as necessary across all Evolve Directorates, functional managers, Chief Executives to the Police and Crime Commissioners, Chief Officers, Chief Constables and PCC's and with other stakeholders so as to understand their needs for the collaborative legal services provision, and to ensure they are fully informed of legal services' objectives, purposes and achievements.

To have responsibility as the Director of Evolve Collaborative Legal Services for the collaborative legal services' activities, facilities, services and resources, including as necessary the provision of expert advice, guidance, interpretation and support to executive, managers and senior stakeholders in support of corporate decision-making, and ensuring it acts lawfully and correctly in the exercise of its functions, and to represent all Evolve Forces, OPCCs and the Evolve 'Collaboration' as necessary, in legal proceedings, and at court and tribunals, when required.

To lead as appropriate, negotiation and consultation on matters relevant to the collaborative legal services provision on behalf of all Evolve Forces, OPCCs and the Evolve 'Collaboration', and representing as necessary Evolve Forces, OPCCs and the Evolve 'Collaboration' at meetings and groups both internally and externally.

To ensure the accurate and timely production and publication of all necessary reports and information relating to the collaborative legal services, in support of governance arrangements and corporate and tactical decision making.

To ensure that all data and information related to the collaborative legal services is processed lawfully and maintained and managed in accordance with good practice in respect of its confidentiality, availability and integrity.

**Note**

*The above list is not exhaustive and other duties commensurate with the grade and general nature of the post may, from time to time, be required. In addition, there may be some variation and/or development of the above duties and responsibilities without changing the general nature of the post*

*All employees are to comply with confidentiality and principles laid down in the Data Protection Act 1998 (DPA) and the Management of Police Information (MOPI).*

*All post holders to comply with health and safety legislation.*

*All employees are expected to demonstrate a commitment to the principles of equality of opportunity and fairness of treatment for all within all Evolve Forces, OPCCs and the Evolve 'Collaboration'.*

**SCHEDULE 2**

**CONFLICTS OF INTEREST**

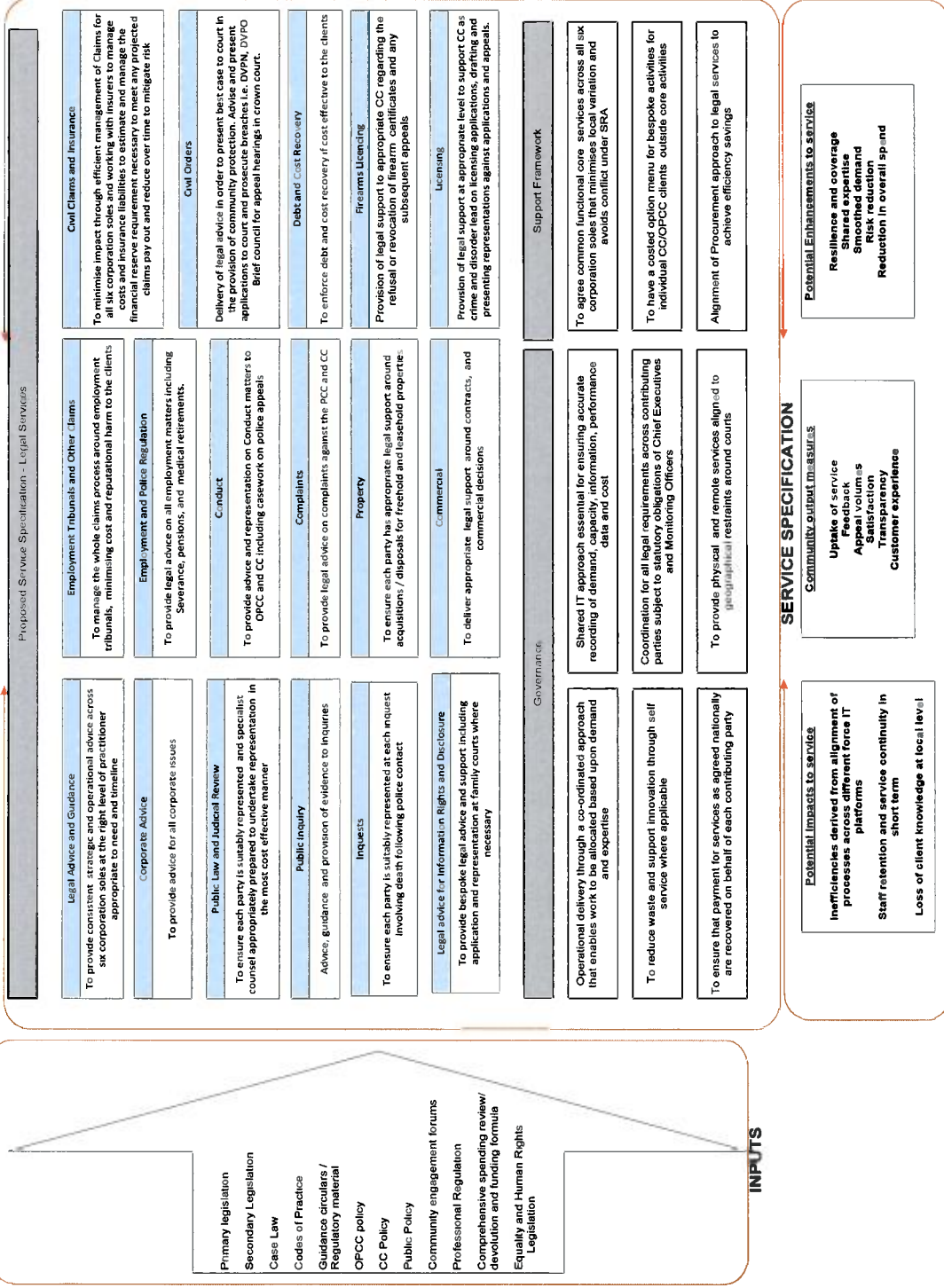
1. The Parties recognise that there is a potential for conflicts of interest between one or more of those on whose behalf the Director will provide the Function. This Appendix sets out the manner in which any such conflicts will be managed under this Agreement in order to provide an appropriate audit trail which will withstand scrutiny by the Parties, their indemnity insurers, and where appropriate, the Solicitors' Regulation Authority.
2. It is the professional duty of the Director to identify and deal with potential or actual conflicts of interest in accordance with the Solicitors' Regulation Authority publication The Solicitors' Code of Conduct 2011 ( "the Code ") or any amendment or variation thereof.
3. The principle contained within Chapter 3 of the Code is that employers can never act where there is a conflict or a significant risk of conflict between the lawyer and his or her client or a significant risk of conflict between two or more clients.
4. A conflict may therefore arise if:-
  - 4.1. The Director owes separate duties to act in the best interests of two or more clients in relation to the same or related matters and those duties conflict or there is a significant risk that those duties may conflict; or
  - 4.2. The Director's duty to act in the best interest of his client in relation to a matter conflicts or there is a significant risk that it may conflict with the lawyer's own interest in relation to that or a related matter;
  - 4.3. If any matter arises in which the Director considers that there is an actual or possible conflict of interest in a matter for which he or she has conduct then it would be the duty of the Director immediately to notify the Parties concerned and the Parties in consultation with the Director and with each other shall act in good faith to agree a resolution which may involve one or more or all of the Parties thereafter seeking independent representation.

**CONFIDENTIALITY**

5. Protection of confidential information is a fundamental feature of the relationship between the Director and the Parties. The duty exists as a concept both as a matter of law and as a matter of conduct and will continue beyond the termination of this Agreement.
6. The Director will have a duty of confidentiality to the Parties jointly and severally.
7. The Director will keep the affairs of each Party confidential unless disclosure is required or permitted by law all the Party consents.
8. In circumstances in which the duty of confidentiality to one Party to this Agreement comes into conflict with any duty to disclose which the Director owes to another Party, the duty of confidentiality will take precedence.
9. The Director will not act for one Party in a matter where that Party has an interest adverse to another Party and the other Party is a client in respect of whom the Director holds confidential information which is material to the first Party's matter, unless the other Party understands the relevant issues and gives informed consent for waiver of confidentiality or the confidential information can be protected using appropriate safeguards.

### SCHEDULE 3

#### Core Legal Services

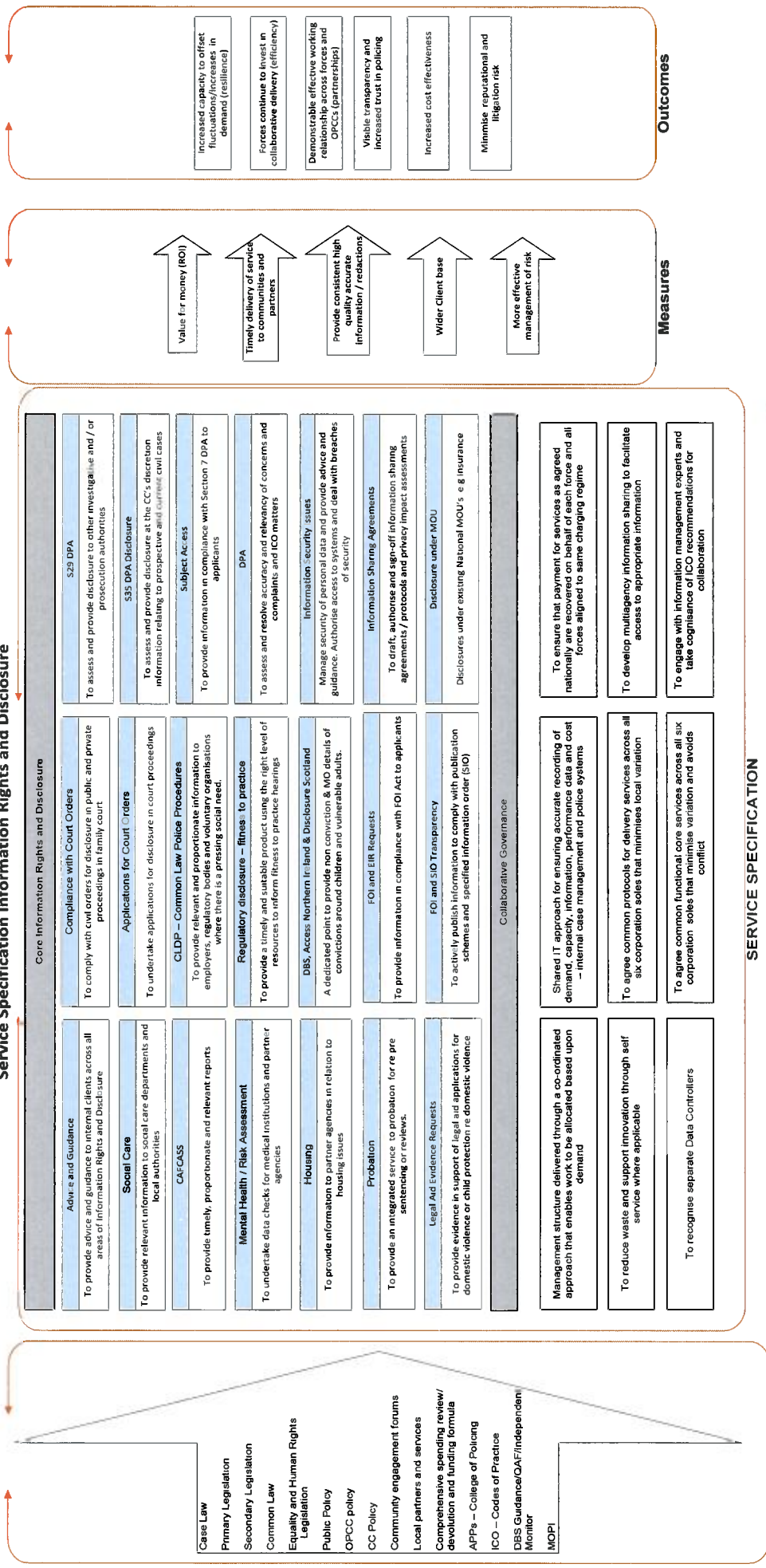


#### OUTPUT



SCHEDULE 4

Service Specification Information Rights and Disclosure



INPUTS

SERVICE SPECIFICATION

OUTCOMES

MEASURES

OUTPUT