



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

COLLABORATING PARTNERS:

The Police & Crime Commissioner for Cleveland

The Police & Crime Commissioner for North Yorkshire

This Collaboration Agreement is made with effect from 7 April 2016

BETWEEN

(1) THE POLICE & CRIME COMMISSIONER FOR CLEVELAND (“The Commissioner for Cleveland”) OF THE POLICE HEADQUARTERS, LADGATE LANE, MIDDLESBOROUGH TS8 9EH

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

(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 Collaboration Agreement 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, supporting the candidacy of Mr Simon Dennis (“ Mr Dennis “) 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 consulted with their respective Chief Constables.

2. SECTION 2: THE PURPOSE OF THIS AGREEMENT

- 2.1. The Commissioners have agreed to enter into the collaboration in order that the Commissioner for Cleveland will provide support by way of services pursuant to paragraph 7(1) Schedule 1 of the 2011 Act. This is envisaged to be a short-term arrangement.
- 2.2. On the 7th April 2016 the Police and Crime Panel for North Yorkshire issued a recommendation that Mr Dennis be appointed so as to give effect to this agreement in accordance with the requirements of Schedule 1 of the Police Reform and Social Responsibility Act 2011.

3. SECTION 3: THE SERVICES

- 3.1. The Commissioner for Cleveland will provide the services of Mr Dennis for a maximum of one working day per week to be applied in such a manner as the Commissioner for North Yorkshire and Mr Dennis shall agree, but on the basis of the following outline requirement:
 - 3.1.1. Discharge of the activities ascribed to the individual exercising their duty under paragraph 7(1) Schedule 1 of the 2011 Act ("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 Dennis 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 of 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. In practice it is considered likely to entail Mr Dennis spending the equivalent of one day per week at the Office of the Police & Crime Commissioner in Harrogate but this may consist of part days in place of a whole day when appropriate.

- 3.3. The Commissioner for North Yorkshire will pay for the support as follows:
- 3.3.1. a fee equivalent to 0.20 FTE of the total salary plus on costs from time to time of the Chief Executive and Monitoring Officer of the Office of the Police and Crime Commissioner for North Yorkshire such salary being evaluated from time to time in accordance with the grading system applicable to the staff of the said Commissioner.
 - 3.3.2. such reasonable travel and out of pocket expenses as Mr Dennis incurs in connection with his duties in providing services to the Commissioner for North Yorkshire
- 3.4. The Commissioner for Cleveland shall use his best endeavours to raise timely invoice(s) for the payment of the fee and expenses in such instalments as the Commissioners shall agree.
- 3.5. 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 Dennis will remain at law an employee of the Commissioner for Cleveland at all times and shall continue to discharge his full range of duties to the Commissioner for Cleveland.
- 4.2. For the purposes of discharge of the duties to the Commissioner for North Yorkshire, Mr Dennis 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 Dennis for the purposes of

the discharge of his duties. The Commissioners intend that existing IT and other equipment be utilised where possible.

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 Dennis 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.
- 5.2. To the extent that the respect Commissioners’ rules are mutually incompatible, there shall be a presumption in favour of compliance with the rules of the Commissioner for Cleveland. 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 the 7th April 2016
- 6.2. The initial term of this Agreement runs from the Commencement Date until such date as the Commissioners shall determine.
- 6.3. A review of the efficiency and effectiveness of this Agreement shall take place by 12th May 2016 in such a manner as the Commissioners agree with recommendations jointly to the Commissioners for any extension or other beyond the initial term.
- 6.4. Extension may be executed by an exchange of side letters or by concluding a new or supplementary Collaboration Agreement, as the Commissioners consider appropriate.
- 6.5. 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.

- 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 Commissioners affairs, the Commissioners may by mutual agreement review this Agreement forthwith in the event of the suspension or termination of Mr Dennis' employment with the Commissioner for Cleveland (for the purposes of paragraph 7(1)(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)

7. SECTION 7: TRANSPARENCY

- 7.1. This agreement is not confidential and may be published at the discretion of the Commissioners in whole or in summary, pursuant to s23E of the 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 Dennis for the proposed short term appointment.

8. SECTION 8 :CONFIDENTIALITY

- 8.1. The Commissioners agree that information received generated or processed by Mr Dennis 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 the this paragraph 8 Mr Dennis has their consent to disclose information between Commissioners where in his

reasonable view such disclosure is in the interests of an proper collaborative purpose or is otherwise in the public interest.

9. SECTION 9: CONFLICT OF INTEREST

- 9.1. In the event that either Commissioner or Mr Dennis 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 Dennis (as the case may be) shall immediately upon identifying an actual or possible conflict of interest notify the other Commissioner and Mr Dennis (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

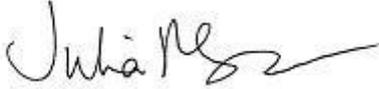
- 11.1 This Agreement is subject to the law of England and Wales

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.

IN WITNESS the Parties have signed below on the dates indicated

POLICING BODY	NAME	SIGNATURE	DATE
Police & Crime Commissioner for Cleveland	Barry COPPINGER		06.05.16
Police & Crime Commissioner for North Yorkshire	Julia MULLIGAN		06.05.16