



**Collaboration Agreement for the provision of a**

**Cleveland and North Yorkshire**

**COLD CASE REVIEW UNIT (CCRU)**

**Collaborating Partners:**

The Police and Crime Commissioner for Cleveland  
The Police, Fire and Crime Commissioner for North Yorkshire

The Chief Constable of Cleveland Police  
The Chief Constable of North Yorkshire Police

## **Table of Contents**

### **Part I                      Collaboration Agreement**

Section 1	Definitions
Section 2	Legal Context
Section 3	The purpose of this Agreement
Section 4	The Cold Case Review Unit (CCRU) Function
Section 5	Commencement Date, Review and Duration
Section 6	Variation and Termination
Section 7	Dispute Resolution
Section 8	Governance
Section 9	Internal Audit
Section 10	Insurance and Liabilities
Section 11	Finance
Section 12	Human Resources
Section 13	Equality and Diversity
Section 14	Health and Safety
Section 15	Policies and Procedures
Section 16	Vetting
Section 17	Conduct and Professional Standards
Section 18	Information, Communication and Technology
Section 19	Estates
Section 20	Fleet
Section 21	Information Management
Section 22	Communications
Section 23	Performance Management
Section 24	Transparency
Section 25	Legal Provisions
Section 26	Illegal/Unenforceable Provisions
Section 27	Assignment
Section 28	Waiver
Section 29	Notices
Section 30	Third Parties
Section 31	Counterparts
Signatories	

### **PART 2**

Schedule 1	Financial Arrangements
Schedule 2	CCRU Tasking and Allocation Arrangements
Schedule 3	Governance and Performance Framework Arrangements

**This Collaboration Agreement is made on                      day of                      2021 between the following Parties:-**

(hereinafter referred to as the "**Parties**"):-

- 1)     The Police and Crime Commissioner for Cleveland Community Safety Hub, Middlesbrough, TS8 9EH
- 2)     The Police and Crime Commissioner for North Yorkshire, 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST

(hereafter referred to as "**the Commissioners**")

- 3)     The Chief Constable of Cleveland Police of Police Headquarters Community Safety Hub, Middlesbrough, TS8 9EH
- 4)     The Chief Constable of North Yorkshire Police of North Yorkshire Police Headquarters, Alverton Court, Crosby Road, Northallerton DL6 1BF

(hereafter referred to as "**the Chief Constables**")

## **1. DEFINITIONS**

- 1.1.    In this Agreement the terms below have the following meaning and are specific to the delivery of the CCRU function.

<b>Agreement</b>	This Collaboration Agreement for the provision of the CCRU.
<b>ACC</b>	Assistant Chief Constable
<b>Business Case</b>	the Executive Report setting out the business case for the retention and establishment of the CCRU as approved by the Parties
<b>CCRU</b>	Cleveland and North Yorkshire Cold Case Review Unit
<b>CNYMIT</b>	the collaboration known as the Cleveland and North Yorkshire Major Investigation Team

<b>Framework Agreement</b>	the overarching Evolve Programme Collaboration Agreement dated 20 April 2015
<b>the Function</b>	the provision of the Cold Case Review Unit to the Parties
<b>Home Force</b>	the force responsible for the employment of the police staff member or police officer
<b>Lead Force</b>	the police force that delivers the Function on behalf of the Parties and is responsible for the delivery of the Function to the Parties. For the purposes of this Agreement the lead Force is North Yorkshire Police
<b>Personnel</b>	the police officers and police staff employed by or serving under the direction of a Chief Constable
<b>Redundancy</b>	the termination of employment arising out of the deletion or termination of the employee's job role in the CCRU.

All other definitions adopt the meanings set out in the Framework Agreement.

## 2. THE LEGAL CONTEXT

- 2.1. The Parties wish to enter into a Collaboration Agreement pursuant to Section 22A of Police Act 1996 for the provision of a Cold Case Review Unit (CCRU) function serving two of the Evolve Force areas.
- 2.2. This Agreement is made pursuant to the Framework Agreement whose terms and conditions (including Definitions) are adopted and confirmed for the purposes of this Agreement.
- 2.3. This Agreement constitutes a functional Collaboration as contemplated within Paragraph 2.7 of the Framework Agreement dated 20 April 2015.
- 2.4. The Schedules attached to this Agreement form part of the agreement between the Parties and any variation to the Schedules shall be deemed part of the ongoing agreement between the Parties provided that any such variation is agreed in writing.
- 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 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. THE PURPOSE OF THIS AGREEMENT**

- 3.1. Upon the termination of the CNYMIT sub-functional agreement and a review of the benefits achieved by the CNYMIT collaboration, the Parties wish to retain specific benefits of the original CNYMIT collaboration by way of a sub-functional agreement in respect of a Cold Case Review Unit.
- 3.2. The Parties have concluded that such functionality can most efficiently and effectively be achieved by the use of a joint delivery model and have agreed to the continuation of the joint provision of CCRU Function on specific terms on a two-force basis.

### **4. THE COLD CASE REVIEW UNIT FUNCTION**

- 4.1. The underpinning principles for developing a Cold Case Review Unit (CCRU) are to:-
  - 4.1.1. Maintain, improve or develop the service each force provides to local people and local communities
  - 4.1.2. Comply with national and regional requirements and mitigate risks to forces identified by the National Homicide Working Group
  - 4.1.3. Deliver the strategic direction set out by the Commissioners in their Police and Crime Plans and the requirements of other oversight bodies
  - 4.1.4. Maximize opportunities for economies of scale, increasing capability and capacity for cold case reviews
  - 4.1.5. Provide flexibility to both forces in the deployment of specialist staff in respect of major enquiries and support to local policing
  - 4.1.6. Provide specialist skills or knowledge through shared management of specialist joint teams where appropriate
  - 4.1.7. Provide the correct balance of specialist officers and staff to deal with legacy demand
- 4.2. The key objectives of collaborative arrangements for the CCRU are to:-

- 4.2.1. Continue to provide an effective and efficient policing service across the two force areas
- 4.2.2. Provide and further develop specialist support to local policing across the two force areas
- 4.2.3. Provide enhanced capability and capacity, greater resilience and flexibility in the use and local deployment of skilled specialist staff
- 4.2.4. Reduce duplication of roles and resources
- 4.2.5. Provide greater opportunity to maximize financial savings
- 4.2.6. Provide shared resilience in respect of cold case review capability.
- 4.3. Demand and Allocation to the CCRU:-
  - 4.3.1. The allocation of work and cases to the CCRU shall be determined in accordance with the financial arrangements at **Schedule 1**, tasking and allocation of cases at **Schedule 2** and the performance reporting and scrutiny arrangements set out at **Schedule 3** to this agreement.
  - 4.3.2. Demand and allocation of work to the CCRU shall be monitored by the Cold Case Review Manager and reported to the respective forces' nominated Superintendents.
  - 4.3.3. The nominated Superintendents for each force will report on the fair and equal allocation of cases to the CCRU to ensure that the Function delivers equal benefits over time but the parties accept that over the course of the collaboration demand may vary according to assessment of risk and/or short term requirements of one force.
  - 4.3.4. Assessment of risk and prioritization shall be conducted by the relevant home force and any liability or default in respect of such assessments will remain the sole responsibility of the home force.
- 4.4. Staffing and the structure of the CCRU:-
  - 4.4.1. shall be established in accordance with the structure at **Schedule 1** to this agreement unless specifically varied by the parties.
- 4.5. The Parties agree that the established posts within the CCRU may from time to time vary to allow for recruitment and vacancies but that the funding of the established posts shall otherwise be maintained until termination of this agreement or until variation by further agreement.

## **5. COMMENCEMENT DATE, REVIEW AND DURATION**

- 5.1. This Agreement shall come into force from 1 September 2020 upon the termination of the CNYMIT collaboration and shall continue until terminated or varied.

- 5.2. A review may be commissioned at any time by any of the Parties in accordance with the provisions of Section 7 of the Framework Agreement.

## 6. VARIATION AND TERMINATION

- 6.1. This Agreement (including Schedules) may be varied at any time by written agreement signed by all the Parties.
- 6.2. If any of the Parties wish to terminate this Agreement or any part thereof at any time they can by providing a minimum of twelve months' written notice, which shall:-
- 6.2.1. be served on the remaining Parties' Chief Executive and Chief Constable; and
  - 6.2.2. (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted their Commissioner on withdrawal, its impact and the timescales involved in withdrawing from this Agreement or any part thereof; and
  - 6.2.3. (where the Party serving notice is a PCC/PFCC) certify that the Party serving notice has consulted their Chief Constable on withdrawal, its impact and the timescales involved in withdrawing from the Agreement or any part thereof; and
  - 6.2.4. specify the date upon which terminating this Agreement and/or any part thereof should take effect which shall be the last date of a financial year unless the parties agree otherwise.
- 6.3. Where this Agreement or any part thereof is terminated under Section 6.2 above the Party serving notice shall be liable:-
- 6.3.1. for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this Agreement; and
  - 6.3.2. to honour its share of any contractual obligations entered into as part of this Agreement and/or the operation of the Function prior to the end of the notice period; and
  - 6.3.3. for all other contributions due from it to the other Parties in respect of this Agreement and **Schedule 1** prior to and during the notice period; and
  - 6.3.4. for any cost associated with the withdrawal of any asset that remains in the ownership of the Party withdrawing from the Agreement. For the avoidance of doubt this will include the reasonable costs of the Parties that remain in the Agreement replacing that asset where the remaining parties consider it is necessary to do so in order to ensure the successful delivery of the Function.

- 6.4. Any payment in respect of a Party's obligations under Section 6.3 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.
- 6.5. This 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 and defined in writing including any agreement as to the apportionment of costs and future liabilities and the arrangements for de-collaboration of the Function.
- 6.6. 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 the Framework Agreement and this Agreement unless otherwise agreed by the Parties.
- 6.7. The Parties agree that, should any Party withdraw from this Agreement or should this Agreement or any part thereof be terminated then:-
- 6.7.1. the dissolution will be in accordance with section 6.5 and 6.6 or within a written agreement (an Exit Protocol) entered into by the Parties; and
- 6.7.2. the Parties will each use their best endeavours to minimize the cost and impact on the other(s); and
- 6.7.3. consultation shall take place with the staff associations and trade unions before the specific exit steps for the CCRU Function are finalised.

## **7. DISPUTE RESOLUTION**

- 7.1. In the event of any disagreement or dispute between the Parties arising out of this Agreement the Parties shall seek to resolve such disagreement or dispute under Section 20 of the Framework Agreement notwithstanding the termination of this Agreement.

## **8. GOVERNANCE**

- 7.1 The CCRU will be subject to the arrangements set out in the Governance Protocol for the Framework Agreement and the arrangements at **Schedule 3** to this agreement.
- 7.2 The Cold Case Review Unit Manager will report to each force's nominated Superintendent in respect of:-
- 7.2.1 the demand and allocation of work within the CCRU every 6 weeks; and



7.2.2 a formal report shall be provided to the nominated ACC for each force on a quarterly basis commencing at the end of Q1 of the Financial Year 21/22.

7.3 The ACC appointed by each force shall report on the performance of the CCRU in accordance with the governance arrangements set out in the Framework Agreement and section 7.1 of this Agreement.

## **9. AUDIT**

9.1. The CCRU will be subject to the arrangements set out in the Internal Audit Protocol to the Framework Agreement.

9.2. The efficiency and effectiveness of the collaboration will be subject to the external audit arrangements of the parties.

## **10. INSURANCE AND LIABILITIES**

10.1. The Insurance and liabilities for the CCRU will be dealt with as per Section 16 of the Framework Agreement.

10.2. In the event of termination by a party or parties to this Agreement under Section 6 of this Agreement the parties or parties serving notice agree to indemnify the remaining parties against employment liabilities arising as a direct consequence of termination of this Agreement but only in relation to redundancy. Any such indemnity under this section shall be capped at 50% of the total costs of any redundancy payment made in accordance with the employee's home force policy.

10.3. The Parties agree to indemnify the Lead Force and each other in respect of liabilities arising out of the CCRU whilst this Agreement is in effect.

10.4. Where a Party to this Agreement is the respondent in respect of claims arising out of the CCRU function then the Parties agree to the terms set out at **Schedule 4** to this Agreement unless agreed otherwise on a case by case basis.

10.5. In the absence of agreement between the Parties the provisions at **Schedule 4** to this Agreement will apply in respect of civil claims and employment matters received in respect of the CCRU prior to any termination of this Agreement.

## **11. FINANCE**

11.1. The costs of establishing maintaining and delivering the CCRU will be shared between the Parties in equal proportions unless agreed otherwise, such agreement to be in writing and approved by the Chief Constables.

11.2. All other costs will be apportioned in accordance with the financial arrangements at **Schedule 1** to this Agreement.

- 11.3. In the absence of any agreement relating to specific costs any additional or ad hoc costs will be apportioned between the parties in accordance with section 11.1 of this Agreement.

## **12. HUMAN RESOURCES**

- 12.1. The personnel of the CCRU will be employed by the Lead Force and will be deployed to the CCRU in accordance with their terms and conditions of employment or regulations applicable to their service.
- 12.2. Personnel deployed to the CCRU will remain subject to the direction and control of the Chief Constable of their home force but will be subject to the tasking, supervision and coordination of the Cold Case Review Unit Manager.
- 12.3. The CCRU will be subject to the arrangements set out at Sections 11 and 12 of the Framework Agreement and the Human Resources Protocol to the Framework Agreement.
- 12.4. Where personnel are employed as police staff specifically to the CCRU and this Agreement is terminated in accordance with Section 6.2 then the parties agree that the costs of any redundancy or redeployment to other roles will be shared equally between the Parties.

## **13. EQUALITY AND DIVERSITY**

- 13.1. The Parties agree that the Lead Force will maintain and further their equality duties generally in the exercise of the CCRU and will comply with the duties set out in section 149 of the Equality Act 2010.

## **14. HEALTH AND SAFETY**

- 14.1. Section 19 of the Framework Agreement shall apply to this Agreement.
- 14.2. Personnel deployed to the CCRU Function shall from time to time be required to work from any of the Chief Constables' police premises and in doing so shall abide by the health and safety processes and procedures in place for that premises.

## **15. POLICIES AND PROCEDURES**

- 15.1. Section 13 of the Framework Agreement shall apply to this Agreement.
- 15.2. Subject to Section 12 of this Agreement personnel deployed to the CCRU shall remain subject to the policies and procedures of their home force. Where a member of the CCRU is subject to a secondment agreement by which different policies and procedures are applicable to their employment the terms of the secondment agreement shall prevail over this Agreement.

## **16. VETTING**

- 16.1. Vetting of all staff will be to the minimum level of Management Vetting unless agreed otherwise.

- 16.2. All staff and officers will be required to be vetted for the duration of their deployment to or employment in the CCRU.
- 16.3. The Vetting arrangements set out at Section 18 of the Framework Agreement apply to this Agreement.

## **17. CONDUCT AND PROFESSIONAL STANDARDS**

- 17.1. For the purposes of this Agreement, police officers and staff serving in the CCRU shall be and remain subject to the direction and control of their employer and Chief Constable for the purposes of complaints, conduct and capability, unless and insofar as any individual secondment agreement is in effect between the Chief Constables and states otherwise.

## **18. INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT)**

- 18.1. The CCRU will be subject to the arrangements set out in Section 17 and the ICT Protocol of the Framework Agreement and any data sharing and information management agreement from time to time in place between the Parties for the specific purpose of the CCRU.
- 18.2. 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.

## **19. ESTATES**

- 19.1. The CCRU will be subject to the arrangements as set out in the Estates Protocol for the Framework Agreement.

## **20. FLEET**

- 20.1. The CCRU will be subject to the arrangements as set out in the Fleet Protocol for the Framework Agreement.

## **21. INFORMATION MANAGEMENT**

- 21.1. The CCRU will be subject to the arrangements as set out in the Information Management Protocol for the Framework Agreement.

## **22. COMMUNICATIONS**

- 22.1. The CCRU will be subject to the arrangements set out in the Communications Protocol to the Framework Agreement.
- 22.2. In respect of individual cases and CCRU activity communications will be managed by the relevant force in respect of cold cases and any reference to the CCRU will be by agreement and agreed communications.

## **23. PERFORMANCE MANAGEMENT**

- 23.1. The CCRU will be subject to the arrangements set out in the Performance Management Protocol for the Framework Agreement.

23.2. CCRU shall be reviewed annually and subject to scrutiny arrangements set out in the Governance Protocol to the Framework Agreement and **Schedule 3** to this Agreement.

23.3. The performance arrangements for the CCRU are set out at **Schedule 3**.

## **24. TRANSPARENCY**

24.1. This Agreement is not confidential and will be published at the discretion of the Commissioners in whole or in summary pursuant to Section 23E of the Police Act 1996.

24.2. The Parties agree to keep confidential sensitive information or information which in the view of the Chief Constables may be operationally sensitive and/or prejudicial to the proper functioning of the collaboration.

## **25. LEGAL PROVISIONS**

25.1. Section 21 (Legal Compliance) of the Framework Agreement applies to this Agreement.

25.2. Section 22 (Governing Law and Jurisdiction) of the framework Agreement applies to this Agreement.

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

## **26. ILLEGAL/UNENFORCEABLE PROVISIONS**

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

## **27. ASSIGNMENT**

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

27.2. Section 25 (Assignment) of the Framework Agreement shall apply unless specifically varied in writing by the Parties.

## **28. WAIVER**

28.1. Section 26 (Waiver) of the Framework Agreement applies to the Parties to this Agreement.

## 29. NOTICES

29.1. Notices required to be given in connection with this Agreement shall be in writing and provided in compliance with Section 28 of the Framework Agreement.

## 30. THIRD PARTIES


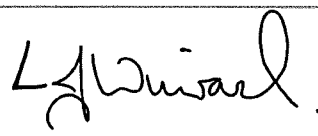
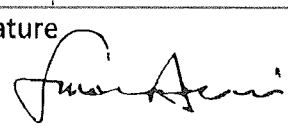
30.1. This Agreement does not create any rights enforceable by any person not party to it under the Contracts (Rights of Third Parties) Act 1999.

## 31. COUNTERPARTS

31.1. This 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 the Agreement.

## SIGNATORIES

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

<b>By or behalf of Chief Constable of Cleveland Police</b>		<b>By or on behalf of Police &amp; Crime Commissioner for Cleveland</b>	
Name	Helen McMillan	Name	
Signature		Signature	
Date	11/4/22	Date	
<b>By or on behalf of Chief Constable of North Yorkshire Police</b>		<b>By or on behalf of Police, Fire and Crime Commissioner for North Yorkshire</b>	
Name	Lisa Winward, Chief Constable	Name	SIMON DENNIS, CHIEF EXECUTIVE
Signature		Signature	
Date	02/03/22	Date	18/2/22

## **SCHEDULE 1      FINANCE ARRANGEMENTS (at April 2021)**

Each Force will contribute 50% into the CCRU collaboration as set out below unless and until varied by agreement in accordance with section 9.1 of this Agreement:-

Cold Case Team 21/22 Onwards	£	Capital/Revenue	Recurring/ One Off
Staffing			
Cold Case Review Manager (1FTE) (SO2)	40,642	Revenue	Recurring
Police Staff Investigator (7.61FTE) (Sc 6)	253,923	Revenue	Recurring
	294,565		
Non Staffing			
Training	5,000	Revenue	Recurring
Travel	2,000	Revenue	Recurring
	7,000		
<b>Total</b>	<b>301,565</b>		

Proposed Contributions

NYP 50%

£150,782

Cleveland Police 50%

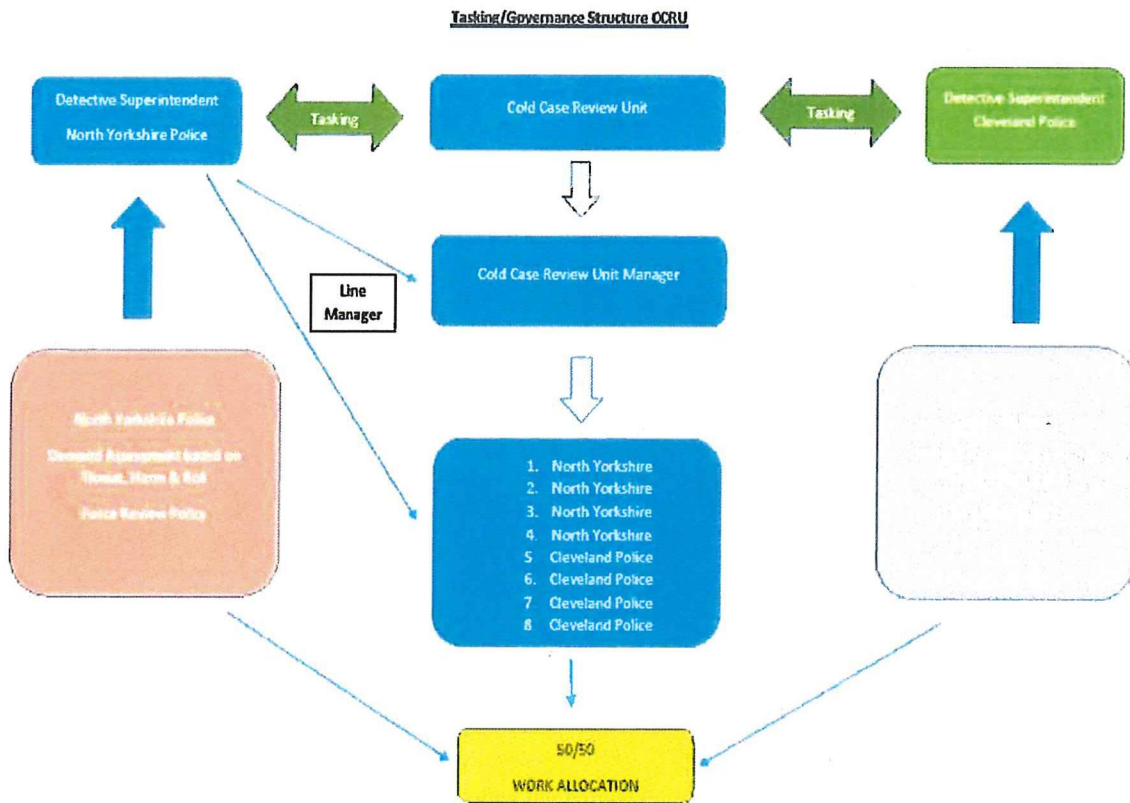
£150,782

£301,565

<sup>1</sup>Staff will continue to be employed and line managed by NYP and resources remain unchanged from the March 2021 establishment and will be staffed on the basis of a 50/50 split of staff between the two Forces.

## SCHEDULE 2

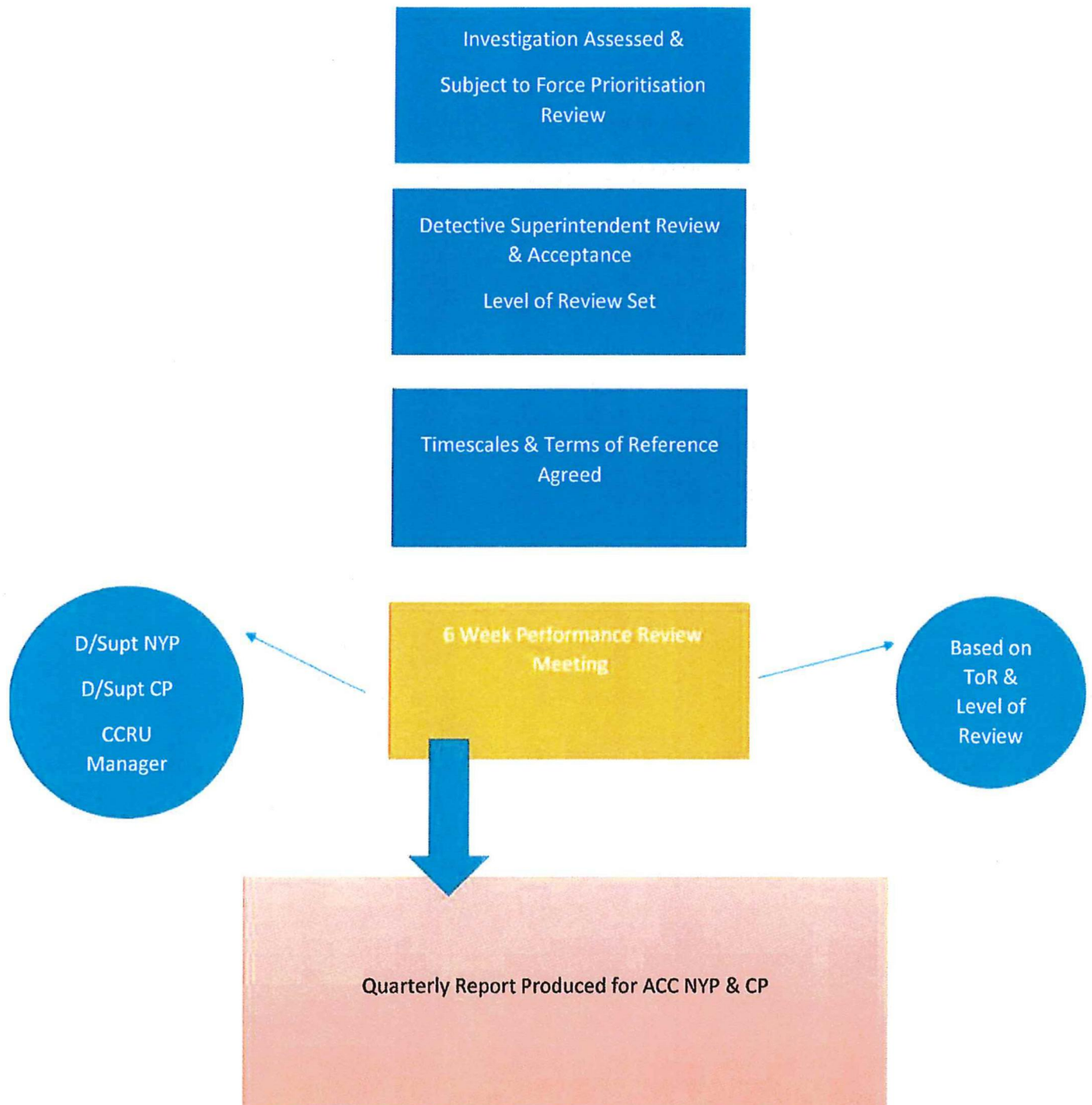
## CCRU TASKING PROCESS



### SCHEDULE 3

### CCRU GOVERNANCE AND PERFORMANCE ARRANGEMENTS

#### CCRU Performance Governance Process





## **SCHEDULE 4 LEGAL LIABILITIES**

### **Civil Claims and non-employment liabilities**

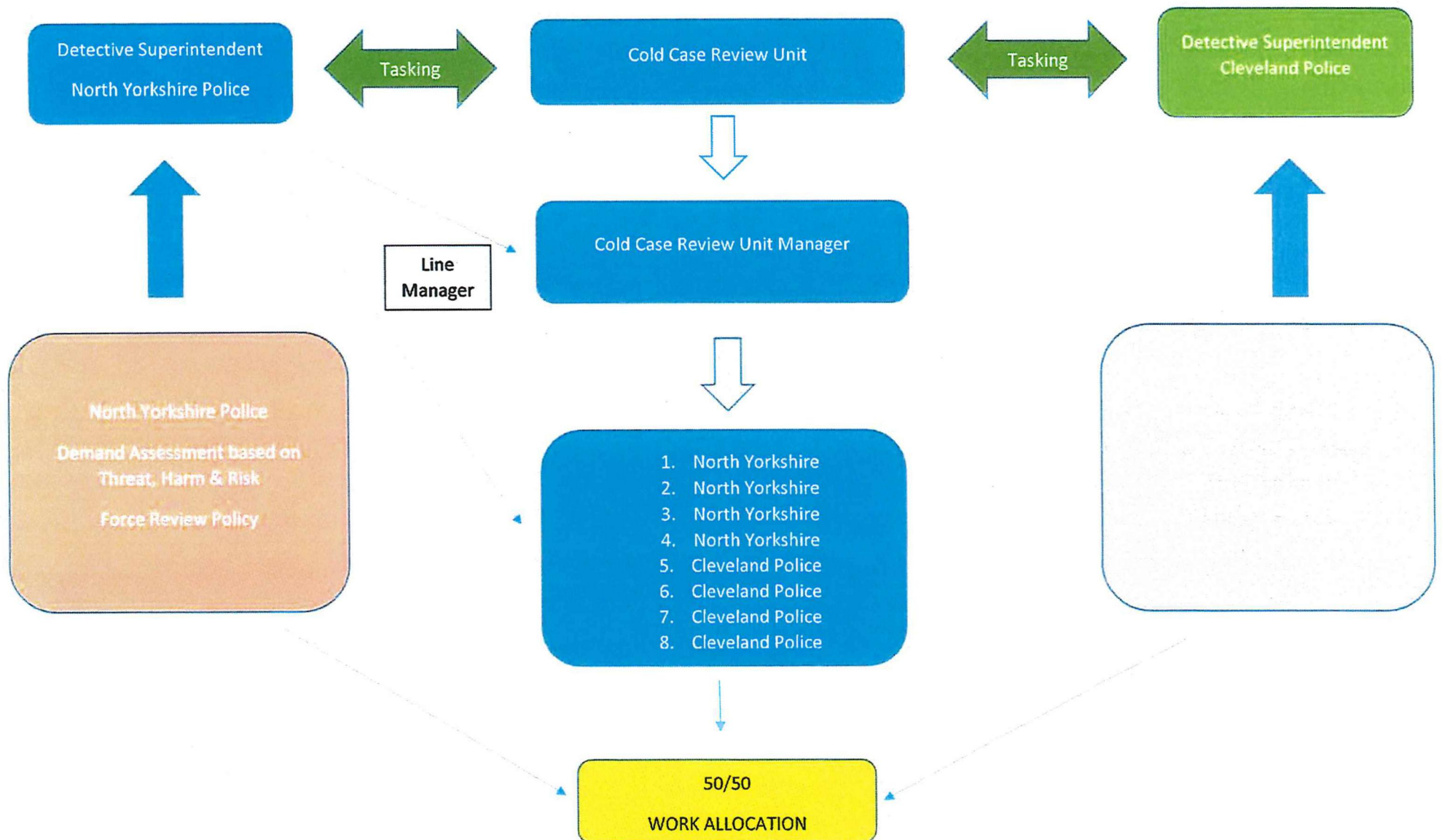
- 1.1. The Parties agree to indemnify each other in respect of joint civil liabilities arising in full or in part (but only in respect of that part) out of the commencement, duration and termination of the CCRU up to and including any termination date. The basis of any indemnity is to be in equal shares unless agreed otherwise on a case by case basis subject to paragraph 1.6 below.
- 1.2. Civil claims issued after the Termination Date will be dealt with in accordance with section 10 of this Agreement.
- 1.3. Civil claims issued in respect of liabilities which occur after termination of the CCRU will not be indemnified by the Parties under this Agreement but will be dealt with by the respondent Party/Parties in accordance with the termination provisions set out at Section 6 of this Agreement.
- 1.4. Other claims relating to causes other than civil and employment actions will not be indemnified under this Protocol.

### **Employment liabilities**

- 1.5. The Parties further agree to indemnify each other and in equal shares in respect of employment liabilities that arise in full or in part (but only in respect of that part) in respect of the operation of the CCRU where an employment claim is issued or notified under ACAS early conciliation during the term of the Agreement. The indemnity shall only apply to employment claims arising in respect of officers and or staff deployed as an officer or staff member in the CCRU during its period of operation, subject to the following caveats:-
  - 1.5.1. Claims issued or notified via ACAS after any Termination Date will be dealt with in accordance with any exit protocol unless:-
    - 1.5.1.1. The claims issued or notified are not pleaded in respect of matters relating to the operation of the CCRU during its period of operation.
    - 1.5.1.2. The claims issued or notified which arise in respect of officers or staff previously deployed in the CCRU are pleaded in respect of liabilities that pre-existed the collaborative CCRU or after its Termination Date. These liabilities will not be indemnified and where they relate to the CNYMIT will be dealt with in accordance with the Exit Protocol and Termination Agreement agreed between the Parties relating to the CNYMIT.
- 1.6. The Parties agree that any indemnity will not apply where liabilities arise in respect of negligence, misconduct, criminality or malfeasance on behalf of an officer or employee of a Party to this Agreement.
- 1.7. The Parties agree to support and provide information in respect of defending, responding to or settling liabilities arising out of the CCRU.

- 1.8. None of the above provisions in this Schedule or Agreement will prevent the Parties agreeing to revert to the provisions of the Overarching Agreement as set out at 16.1 of the Overarching Agreement, on a case by case basis, where the above provisions would incur disproportionate costs and losses.
- 1.9. Nothing in this agreement creates an indemnity which is not specifically agreed above or which relates to other collaborative arrangements or general agreements which are not specifically related to the CCRU.

### Tasking/Governance Structure CCRU



**CCRU Performance Governance Process**

