

COLLABORATION AGREEMENT
FOR THE PROVISION OF COLLABORATIVE LEGAL SERVICES
(EVOLVE LEGAL SERVICES (ELS))



Collaborating Partners:

The Police and Crime Commissioner for Cleveland

The Police and Crime Commissioner for Durham

The Police, Fire and Crime Commissioner for North Yorkshire

The Acting Chief Constable of Cleveland Police

The Chief Constable of Durham Constabulary

The Chief Constable of North Yorkshire Police

THIS COLLABORATION AGREEMENT IS MADE ON 1 September 2019 between the following Parties:-

(hereinafter referred to as “the Parties”)

(1) The Chief Constable of Durham Police of Durham Constabulary, Police Headquarters, Aykley Heads, Durham, DH1 5TT

(2) The Acting Chief Constable of Cleveland Police of Cleveland Community Safety Hub, Middlesbrough, TS8 9EH

(3) 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”)

(4) The Police and Crime Commissioner for Cleveland, Cleveland Community Safety Hub, Middlesbrough, TS8 9EH

(5) The Police and Crime Commissioner for Durham of Police Headquarters, Aykley Heads, Durham, DH1 5TT

(6) The Police, Fire and Crime Commissioner for North Yorkshire, 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST

(hereafter referred to as “the policing bodies”)

TABLE OF CONTENTS

PART I

Section 1	Definitions
Section 2	Legal Context
Section 3	Extent and Purpose of this Agreement
Section 4	The ELS Function
Section 5	Commencement Date, Review and Duration
Section 6	Variation and Termination
Section 7	Governance
Section 8	Financial Arrangements
Section 9	Audit and Inspection
Section 10	Efficiency and Effectiveness
Section 11	HR Arrangements
Section 12	Vetting
Section 13	Conduct and Professional Standards
Section 14	Assets and Equipment
Section 15	Estates
Section 16	Fleet
Section 17	Data Protection and Information Rights
Section 18	Policies and Procedures
Section 19	Health and Safety
Section 20	Equality and Diversity
Section 21	Indemnity, Insurance and Liabilities
Section 22	Dispute Resolution
Section 23	Legal
Section 24	Publication
Section 25	Counterparts
Section 26	Signatories

PART 2 ANNEXES

Annex 1	Approved Business Case
Annex 2	Conflict and Confidentiality Protocol
Annex 3	ELS Operating Model
Annex 4	Data Protection and Information Sharing Agreement

1. SECTION 1: DEFINITIONS

In this Agreement the terms below have the following meaning and are specific to the delivery of the Evolve Legal Services function.

The Definitions set out in Section 1 of the Framework Agreement apply to this agreement.

- 1.1. “This Agreement”** – This Collaboration Agreement for the provision of the collaborative legal service.

- 1.2. **“the Approved Business Case”** – the business case for a collaborative legal services model approved on 16 February 2018 and commenced on 31 March 2018.
- 1.3. **“Conflict of Interest”** – the definition given by the Solicitors Regulation Authority applying to all legal services staff in respect of their ability to act on behalf of a client.
- 1.4. **“The Data Protection Agreement”** – the overarching Data Protection and Information Sharing Agreement.
- 1.5. **“ELS”** – the collaborative legal service function referred to as Evolve Legal Services which commenced on 31 March 2018 and was implemented on 3 February 2020.
- 1.6. **“the Framework Agreement”** – the overarching Evolve Programme Collaboration Agreement dated 20th April 2015.
- 1.7. **“NPCC”** – National Police Chiefs Council.
- 1.8. **“The Region”** – The NPCC No.2 (North East) Region incorporating Evolve.
- 1.9. **“the Service Standard”** – the practice standards and operating arrangements for the ELS as set out in the Office Manual, from time to time in operation.

2. **SECTION 2: LEGAL CONTEXT**

- 2.1. The Parties have entered into an agreement to collaborate pursuant to Section 22A of Police Act 1996 for the provision of a collaborative in-house legal services function serving the Parties on 7 September 2018.
- 2.2. This Agreement is made pursuant to the Framework Agreement made between the parties on the **20th day of April 2015** (“The Framework Agreement”) and those terms and conditions (including Definitions) are adopted and confirmed for the purposes of this Agreement except where the terms of the Framework Agreement are varied in this agreement.
- 2.3. This Agreement constitutes a functional Collaboration as contemplated within Paragraph 2.7 of the Framework Agreement.
- 2.4. The Chief Constables are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of their respective Forces.
- 2.5. The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the forces they maintain.
- 2.6. 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 EXTENT AND PURPOSE OF THIS AGREEMENT

- 3.1. The Parties agreed to the joint coordination and delivery of their legal services functions on a collaborative basis in accordance with the Approved Business Case at **Annex 1** to this agreement.
- 3.2. The Parties have concluded that such functionality can most efficiently and effectively be achieved by the use of a coordinated delivery model whereby the management and supervision of the function will be conducted by the Director of the collaborative legal service (the ELS function) in accordance with:
 - 3.2.1. the agreement entered into on 7 September 2018 by the Parties.
 - 3.2.2. the business case approved by the Parties on 16 February 2018.
 - 3.2.3. The agreement and approval of the collaborative legal services progressed under the arrangements of the Framework Agreement of the Evolve Parties provided for by the S22A Evolve Collaboration Agreement dated 20th April 2015.
 - 3.2.4. subject to strategic direction being delivered through the recognised governance arrangements as set out at section 10 to this agreement.

4. SECTION 4: THE ELS FUNCTION

- 4.1. In this Agreement the ELS function shall relate to and incorporate the following functions:
 - 4.1.1. Line management, supervision and service management of legal resources in line with the operating model;
 - 4.1.2. Maintenance and development of the professional skills and standards in line with demand;
 - 4.1.3. Delivery of legal services to the Parties including any other collaborations to which they are a Party or Parties;
 - 4.1.4. Training, professional development and regulatory compliance necessary to the effective delivery of an in-house legal service and the Parties' legal requirements;
 - 4.1.5. Coordination of the ELS provision to the six corporations sole to ensure that services are delivered in accordance with the Conflict and Confidentiality Protocol at **Annex 2** to this Agreement;
 - 4.1.5.1. ELS shall operate a robust process for ensuring that lawyers allocated to the client are free from conflicts of interest and maintain confidentiality and privilege to the extent that the client requires it to be maintained. It is a matter for the individual lawyer to conduct a conflict check and record its outcome and to seek the views of their supervisor or legal peer within Evolve Legal Services.

- 4.1.6. Financial management and accountability to the Chief Finance Officers and audit arrangements of the Parties, taking account of the following requirements:-
 - 4.1.6.1. National procurement arrangements
 - 4.1.6.2. Public Sector Equality Duties relevant to the Parties
 - 4.1.6.3. Demand and specialist requirements of the respective parties in arranging external legal services.
- 4.1.7. Development and continuous improvement of the Service Standards and specification as published from time to time to the Parties;
- 4.1.8. Strategic and operational risk management of all cases;
- 4.1.9. Provision of a senior lawyer/Force Solicitor function to the Chief Constables;
- 4.1.10. Legal support from within the collaborative service for each of the Chief Constables' strategic, operational and business needs;
- 4.1.11. Legal support from within the collaborative service for each of the Commissioners' strategic, operational and business needs;
- 4.1.12. Such other functions as the Parties from time to time agree.
- 4.1.13. ELS shall operate with a high degree of autonomy and ethical separation from the offices of Commissioners and Chief Constables on a quasi – independent business model.
 - 4.1.13.1. ELS shall not be an independent legal service to the extent that each legally qualified professional shall act on the instructions of their client and in accordance with their regulator's professional requirements.
 - 4.1.13.2. Staff within the ELS shall remain subject to the policies and procedures of their employer.
- 4.1.14. Any liability attaching to the legally qualified professional's conduct of legal services shall sit with the relevant regulator and professional standards department of their employer, as follows:-
 - 4.1.14.1. Solicitors shall abide by the regulatory requirements of the Solicitors Regulatory Authority;
 - 4.1.14.2. Legal executives shall abide by the regulatory requirements of the Chartered Institute of Legal Executives;
 - 4.1.14.3. Barristers shall abide by the regulatory requirements of the Bar Standards Board.
- 4.1.15. For the purposes of claims and complaints in respect of the handling of legal matters on behalf of a client, the client shall retain responsibility for the timeliness and

nature of instructions given and all material disclosure and evidential material provided in pursuance of legal advice, representation and litigation.

- 4.1.16. For the purposes of regulatory and professional supervision and management such privilege and confidentiality at 4.1.5 shall extend to the Force Solicitor and/or portfolio line manager as circumstances dictate and the Director of ELS relevant to the specific sensitivity, risks and nature of the legal service being provided except where there is a professional Conflict of Interest determined by the Director.
- 4.1.17. Where a professional conflict of interest exists such that the provisions of 4.1.5 cannot be given effect the conflict shall be recorded and appropriate alternative supervision or conduct of the client's legal matters shall be arranged and recorded in agreement with the relevant client.
- 4.1.18. The management of cases shall be digital and all cases shall be managed on a secure, electronic case management system relevant to the allocated lawyer.
- 4.1.19. Cases shall be retained in accordance with the relevant force policy or legal requirement whichever is longer.
- 4.1.20. Cases that are highly sensitive shall have access to the case file restricted.
- 4.1.21. All case files shall be digital and shall be auditable for supervision and complaints purposes.

5. SECTION 5: COMMENCEMENT DATE, REVIEW AND DURATION

- 5.1. This Agreement shall be deemed to come into force on the 31 March 2018 and shall continue until terminated in accordance with the provisions at 6.2.
- 5.2. A review may be commissioned at any time by agreement of the Parties as per Section 7 of the Framework Agreement.

6. SECTION 6: VARIATION AND TERMINATION

- 6.1. This Agreement (including Annexes) may be varied at any time by written agreement signed by all the Parties in accordance with Section 8 of the Framework Agreement.
- 6.2. The ELS Function will be subject to the termination arrangements as set out in the Framework Agreement (at Section 9) save that section 9.8 shall not apply and any termination of the Framework Agreement shall not automatically terminate this Agreement.
- 6.3. The Parties agree that termination of this Agreement shall be upon 12 month's written notice of termination to enable the effective management and planning of post termination arrangements and liabilities of the Parties. The Parties agree to adopt an Exit Protocol to manage the post-termination arrangements.
- 6.4. The Parties agree that this Agreement may admit new Parties. New parties to this Agreement shall be admitted on the terms and conditions herein unless agreed otherwise by

the Parties by way of agreed written variation to this agreement or further collaboration agreement.

7. SECTION 7: GOVERNANCE

- 7.1. The ELS Function will be subject to the governance arrangements as set out in the Framework Agreement (at Section 10) and specifically at Section 10 to this Agreement.
- 7.2. The governance arrangements shall be through biannual meeting of the Deputy Chief Constables and Chief Executives of the Parties.
- 7.3. The Director shall report on an annual basis to the Parties on the efficiency and effectiveness of the ELS function and benefits realised by the collaboration such benefits to be defined and agreed between the Parties.
- 7.4. The ELS function shall be subject to a financial review of the funding arrangements of the Parties on a 5 year cycle the first review to be conducted at the close of the financial year 22/23.

8. SECTION 8: FINANCIAL ARRANGEMENTS

- 8.1. The costs of establishing maintaining and delivering the ELS Function will be shared between the parties as detailed in the Finance Protocol for the Framework Agreement unless varied by further agreement.
- 8.2. Costs of the service and services delivered shall require the recording of activity and costs by the ELS function on the case management systems from time to time in operation.
- 8.3. The Parties agree that from time to time specific funding may be required to meet anomalous and excessive demand of one or more Parties to this Agreement.
- 8.4. External legal services will be sought where it is necessary and/or reasonable to do so and will be managed and procured within the costs framework available at that time including the National Legal Services Framework and Chambers Protocol (CLEP) rates unless the circumstances require alternative costs arrangements.
- 8.5. External legal services may be sought on behalf of a client if a matter involves:-
 - 8.5.1. specialist legal services or skills that are not available within ELS;
 - 8.5.2. representation in jurisdictions where legal services are not authorised to attend;
 - 8.5.3. complexity or volume of material which make appointment of the external service more cost effective;
 - 8.5.4. the professional requirements of the client require external services;
 - 8.5.5. effective management of service delivery at times of peak demand;
 - 8.5.6. in the event that there is a conflict of interest that cannot be resolved internally.
- 8.6. Costs in respect of legal services obtained by a Party direct or via licensed access shall be recorded and where appropriate negotiated by ELS. Where, due to the nature of the instruction and service required it is not appropriate to notify ELS of the details of the service required only the fees agreed and the fact that an external instruction has been made shall

be notified to ELS to enable appropriate financial reporting and service standards to be supervised. Notification may be by the relevant finance department or the instructing client.

9. SECTION 9: AUDIT AND INSPECTION

- 9.1. The ELS Function will be subject to the audit arrangements as set out in the Framework Agreement.
- 9.2. The Director of Evolve Legal Services shall report to each of the external Audit Committees as required on the performance of the collaboration.
- 9.3. The ELS function handles cases internally in coordination with the Parties' insurers. Auditors for external parties such as insurers shall from time to time require access to case files for assurance purposes and to ensure that the case handling arrangements meet the required standards and in order to satisfy insurance contractual commitments. The Parties agree to permit access by auditors to case files handled within ELS under claims handling arrangements from time to time in place and in accordance with the auditors' terms of reference. The audit reports shall be available to the respective client upon completion.
- 9.4. It shall be the duty of the Director to ensure that audit outcomes and recommendations are promptly implemented and resolved, as appropriate to the Parties audit arrangements and the governance arrangements defined at Section 10 of this Agreement.
- 9.5. The Director and Head of Portfolio shall be responsible for ensuring that risks and lessons learned from case outcomes, legal developments, audits and inspections are appropriately captured, referred and recorded through:-
 - 9.5.1. force risk registers;
 - 9.5.2. ELS risk register;
 - 9.5.3. Knowledge Hub;
 - 9.5.4. Client specific governance and assurance arrangements;
 - 9.5.5. Relevant heads of department.
- 9.6. ELS shall undertake proactive scanning for future risks, demand and service improvements. Learning from legal outcomes and matters shall be proactively shared with all clients where appropriate in order to develop good practice and manage common risks.
- 9.7. All legally qualified staff in ELS shall be members of the Association of Police Lawyers such membership to be funded by the employer through the legal services funding arrangements agreed between the parties.

10. SECTION 10: EFFICIENCY AND EFFECTIVENESS

- 10.1. The coordination of the ELS Function is the responsibility of the Director of ELS appointed for this purpose, and accountability for the service will be to the respective Deputy Chief Constables and Chief Executives in accordance with the agreed governance arrangements.

10.2. At the end of each financial year the Director appointed to provide the collaborative service shall report to the Parties on the following:-

- 10.2.1. benefits realised by the collaborative service;
- 10.2.2. capability and capacity risks;
- 10.2.3. service improvement and future benefits;
- 10.2.4. financial and demand data;
- 10.2.5. such other matters as the Parties shall from time to time require.

10.3. Data shall be utilised from quarterly financial/activity highlight reports, the case management systems, force specific data, and feedback on the delivery of the legal services.

11. SECTION 11: HR ARRANGEMENTS

11.1. The HR enabling service for the ELS Function will be provided in accordance with the HR Protocol to the Framework Agreement unless otherwise agreed on a case by case basis.

11.2. For the purposes of this agreement, the home Force for any officer or police staff member seconded to/working in the collaboration will be responsible for ensuring the following services are provided:

- 11.2.1. Support to the supervising manager and Director;
- 11.2.2. Welfare and wellbeing services;
- 11.2.3. Management of the recruitment, employment and secondment arrangements for staff employed in ELS including but not limited to:-

11.2.3.1. alignment of job roles and functions across the three forces so far as is practicable and required by the collaboration arrangements including grading reviews and redundancy arrangements;

11.2.3.2. appointments to ELS vacancies will be managed by the sponsoring force and a reserve list of suitable candidates will be maintained and accessible and accepted by the Parties for appointments to ELS by the other Parties to this agreement provided that the requirements for open, fair and transparent competition have been complied with.

11.2.3.3. HR support for the management of annual leave, training, performance, capability and sickness absence in accordance with the home force policies;

11.2.3.4. For Police Officers seconded into ELS: For the duration of the ELS, the Chief Constables will implement the arrangements in Section 11 of the Framework Agreement to enable delivery of the collaboration.

11.2.3.5. For Police Staff: For the duration of the ELS, the Parties will implement the arrangements in Section 12 of the Framework Agreement to enable delivery of the collaboration.

- 11.3. Operational deployment, performance and duty management will be managed by the Director and/or the appointed supervisor for each individual irrespective of their home force, in accordance with the ELS office procedures from time to time in force and the operating model set out at **Annex 3** to this Agreement.
- 11.4. Access to home force systems for line managers and supervisors will be facilitated by the home force to enable the effective management and reporting of staff related matters irrespective of the line manager/supervisors home force;
- 11.5. Recruitment to ELS will be provided by the sponsoring Party and shall be subject to any recharge arrangements from time to time agreed between the relevant Chief Finance Officers;
- 11.6. Staff employed within ELS but jointly funded by two or more Parties to this agreement shall be:-
- 11.6.1. employed on the terms and conditions of the sponsor/employing Party to this Agreement.
- 11.6.2. an employee of the sponsor/employing party for the purposes of employment liabilities and liabilities arising out of the performance of their duties in the collaboration such liabilities shall be subject to the recharge agreement between the relevant Parties. Any costs shall be recharged proportionate to the relevant Party's staff establishment and agreed liabilities.
- 11.7. Liabilities including redundancy for jointly funded staff within ELS shall be apportioned according to the established FTE post between the relevant parties only.
- 11.8. Any of the above provisions may be expressly varied and any such variation shall be given effect by way of a side letter, protocol or other written agreement between the Parties.

12. SECTION 12: VETTING

- 12.1. Vetting of all staff will be to the level of MANAGEMENT VETTING.
- 12.2. All staff and officers will be required to be vetted for the duration of their deployment to or employment in ELS.
- 12.3. The Parties agree to recognise the vetting standards of the other Parties for the purposes of recruitment and employment of staff in ELS.

13. SECTION 13: CONDUCT AND PROFESSIONAL STANDARDS

- 13.1. For the purposes of this agreement, police officers and staff serving in the ELS shall be subject to the direction and control of their client for the purposes of specific legal advice and representation but shall remain subject to the direction and control of their employer generally.

- 13.2. For the purposes of conduct and performance, police officers and staff will remain subject to the policies and procedures of their home force, unless and insofar as any individual secondment agreement or employment contract states otherwise.
- 13.3. For the purposes of performance management and HR policies, the Parties agree that the line manager and/or supervisor irrespective of their employer shall be responsible for the management of those staff and shall consultation with the home force's HR professionals and shall at all times be in compliance with the home force policies.
- 13.4. Staff capability, capacity and performance issues shall be managed in accordance with the staff member's home force policies.

14. SECTION 14: ASSETS AND EQUIPMENT

- 14.1. The provisions set out at Section 15 and the Finance Protocol of the Framework Agreement shall apply to this Agreement.
- 14.2. The Parties agree the provision of assets, resources and equipment to the collaborative service as per the ELS assets register.
- 14.3. The ELS will maintain a register of assets and contracts relating to the collaboration which sets out the costs, ownership and maintenance arrangements for those assets.
- 14.4. The Parties agree that the assets of the ELS shall be dealt with in accordance with the Exit Protocol agreed and signed by the Parties at the time the collaboration is terminated or varied.

15. SECTION 15: ESTATES

- 15.1. The Parties agree the provision of assets, resources and equipment to ELS as set out in the Estates Protocol to the Framework Agreement.
- 15.2. The Parties agree that the ELS shall be accommodated at the nominated locations for each local legal hub, the costs and facilities for which will be provided by the Chief Constable responsible for that premises unless agreed otherwise.
- 15.3. Staff of ELS will be enabled access to the Parties' estates for the purpose of providing the collaborative service upon satisfaction of the vetting and security arrangements for each Party.
- 15.4. ELS staff will have access and facilities to work at each of the three hub locations and will work across the three hubs, offices of the Commissioners, locations within the wider police estate, remotely from home or other official locations, such as courthouses.

16. SECTION 16: FLEET

- 16.1. The ELS collaboration will not require any Fleet provision other than the provision of vehicles in accordance with the home force policy for the purposes of cost effective and essential travel.

16.2. The Parties agree that for the purposes of the collaboration, any of the staff within the collaboration may be passengers in fleet vehicles for the purposes of shared travel arrangements.

16.3. The Parties further agree that insurances will enable the provision at 8.1 and 8.2.

16.4. Travel by staff of the collaborative service will be reimbursed in accordance with their employer's obligations.

17. SECTION 17: DATA PROTECTION, INFORMATION SHARING AND RIGHTS

17.1. Section 17 of the Framework Agreement applies to this Agreement but this Agreement is made pursuant to the Data Protection and Information sharing arrangements at **Annex 4** to this Agreement and which forms part of this Agreement.

17.2. The Parties agree that other than for the purposes of legal advice and representation specific to a Party/Parties the principles of joint or common interest privilege will apply, unless and until the legal matters arising require separate and specific advice to one or more Parties.

17.3. The provision of legal advice and representation to each client shall be provided by ELS subject to the Conflict and Confidentiality Protocol at **Annex 2**.

17.4. The management of cases shall be digital and all cases shall be managed on a secure electronic case management system relevant to the allocated lawyer and will be subject to the provisions set out at section 17.1.

17.5. Case file information and cases shall be retained in accordance with MOPI and the retention schedules of the client whichever is longer.

17.6. Legal advice and legal services shall be generally subject to Legal Professional Privilege arrangements and matters of legal such privilege to be considered with the client at the time any services are provided.

18. SECTION 18: POLICIES AND PROCEDURES

18.1. Section 13 of the Framework Agreement applies to this agreement.

19. SECTION 19: HEALTH AND SAFETY

19.1. Section 19 of the Framework Agreement applies to this agreement.

20. SECTION 20: EQUALITY AND DIVERSITY

20.1. Section 19 of the Framework Agreement applies to this agreement.

20.2. ELS shall deliver legal services in accordance with the Parties' public sector equality duties.

21. SECTION 21: INDEMNITY, INSURANCE AND LIABILITIES

- 21.1. The Insurance and Liabilities for the ELS Function will be dealt with in accordance with Section 16 of the Framework Agreement.
- 21.2. Upon Termination of this Agreement, the provisions set out at Section 9 of the Framework Agreement apply to this Agreement subject to section 21.3 and 21.4 of this Agreement.
- 21.3. The Parties to this Agreement will agree an exit strategy upon any termination of the Framework Agreement or this Agreement, taking account of the risks and liabilities attaching to the collaboration at the time of termination and the duration of the risks and liabilities attaching to each of the Parties, in accordance with Section 9.9 to the Framework Agreement.
- 21.4. The Parties will adopt an Exit Protocol as agreed between the parties for the purposes of the termination and post-termination arrangements.
- 21.5. The Parties agree to have in place such insurance requirements as are necessary for the joint operation of the collaboration and to indemnify each other in respect of liabilities arising out of the collaboration in the event of :-
 - 21.5.1. legal litigation (employment and civil);
 - 21.5.2. costs of defending or settling claims;
 - 21.5.3. payment of damages; and
 - 21.5.4. insurances and any applicable excess in respect of the conduct of litigation.
- 21.6. The parties agree that the insurance arrangements for the Parties will be maintained to cover the collaborative service including any post-termination liabilities.
- 21.7. The Parties agree to ensure that the costs of regulatory requirements are provided for as required for their employees to enable the provision of the collaborative service.

22. SECTION 22: DISPUTE RESOLUTION

- 22.1. Section 20 of the Framework Agreement applies to this Agreement.

23. SECTION 23: LEGAL

- 23.1. Section 21 (Legal Compliance) of the Framework Agreement applies to this Agreement.
- 23.2. Section 22 (Governing Law and Jurisdiction) of the framework Agreement applies to this Agreement.
- 23.3. The Parties agree that this Agreement shall be legally binding between the Parties.
- 23.4. 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.
- 23.5. 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.

- 23.6. Section 25 of the Framework Agreement shall apply unless specifically varied in writing by the Parties.
- 23.7. Section 26 of the Framework Agreement applies to the Parties to this Agreement.
- 23.8. 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.
- 23.9. This Agreement does not create any rights enforceable by any person not party to it under the Contracts (Rights of Third Parties) Act 1999.

24. SECTION 24: PUBLICATION OF THIS AGREEMENT



- 24.1. The Parties will publish notice of this Agreement and the purpose of the collaboration in accordance with the Parties' obligations.
- 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. SECTION 25: COUNTERPARTS

- 25.1. 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.

26. SECTION 26: SIGNATORIES

IN WITNESS whereof the parties have signed below:

By or on behalf of the Acting Chief Constable of Cleveland Police		By or on behalf of the Police & Crime Commissioner for Cleveland	
Name	Helen McMillan	Name	Steve Turner
Signature 		Signature 	
Date	11 th January 2022	Date	14 th January 2022
By or on behalf of the Chief Constable of Durham Constabulary		By or on behalf of the Police and Crime Commissioner for Durham	
Name		Name	
Signature		Signature	

By or on behalf of the Chief Constable of North Yorkshire Police		By or on behalf of the Police, Fire and Crime Commissioner for North Yorkshire	
Name		Name	
Signature		Signature	

PART 2

ANNEXES

ANNEX 1 APPROVED BUSINESS CASE

ANNEX 2 CONFLICT AND CONFIDENTIALITY PROTOCOL

ANNEX 3 ELS OPERATING MODEL

ANNEX 4 DATA PROTECTION AND INFORMATION SHARING ARRANGEMENTS

ANNEX 1 APPROVED BUSINESS CASE



Evolve LS Business
Case V.1.13 Approved

ANNEX 2 CONFLICT AND CONFIDENTIALITY PROTOCOL

EVOLVE COLLABORATIVE LEGAL SERVICES (ELS)

CONFLICTS OF INTEREST & CONFIDENTIALITY PROTOCOL

The Evolve Collaborative Legal Services has six principal clients: each of the Chief Constables of Durham Constabulary, Cleveland Police and North Yorkshire Police, and the Police & Crime Commissioners for Durham, Cleveland and North Yorkshire. This Protocol is incorporated within the Collaboration Agreement signed between the Parties and shall apply to any new Parties to the Collaboration Agreement.

It is the responsibility of the solicitor/barrister/legal executive (the 'lawyer') within each of the respective legal teams (within the Evolve Collaborative Legal Services Collaboration Agreement) - who are employed by, and who act under the direction and control of one of the above Chief Constables, or one of the above Police and Crime Commissioners, to identify any potential conflicts of interest. This responsibility applies in the following circumstances:

- When the lawyer is providing legal services to the employing Chief Constable or Police and Crime Commissioner; or
- When the lawyer is providing legal services to another Chief Constable or Police and Crime Commissioner within the Evolve Collaborative Legal Services Collaboration Agreement.

CONFLICTS OF INTEREST

As in any situation in which a lawyer acts for more than one client, it is clearly recognised that there is a potential on occasion for conflicts of interest to arise.

It is crucial that the circumstances giving rise to any such conflict are promptly identified and recorded in writing in order to provide an audit trail which will stand scrutiny by clients, indemnity insurers and/or the Solicitors' Regulation Authority, Bar Council and CILEX Regulation.

Conflicts may arise in any number of situations. These may be best illustrated by the following (non-exhaustive) examples.

1. An employment tribunal claim which might allege discrimination naming the Chief Constable and Police & Crime Commissioner as respondents and which might make allegations about their personal conduct.
2. Gross misconduct by a Chief Constable which results in a Police & Crime Commissioner calling into question the continued service of the Chief Constable.
3. A claim against two or more clients, whether jointly or severally, relating to liabilities defined in a collaboration agreement which then result in a dispute arising between the clients.

It is the professional duty of all lawyers to identify and deal with potential or actual conflicts of interest in accordance with the Solicitors Code of Conduct 2007, the Bar Standards Board Code of Conduct (as set out in the BSB Handbook, enforceable from 2014), or the CILEX Code of Conduct (2015).

The **Solicitors Code of Conduct** sets out the principle in Rule 3.01 that there is a duty not to act where a conflict of interest arises, as follows:

- 1) You must not act if there is a conflict of interests.
- 2) There is a conflict of interests if:
 - a. You owe, or your firm 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
 - b. Your duty to act in the best interests of your client in relation to a matter conflicts, or there is a significant risk that it may conflict, with your own interests in relation to that or a related matter”.

The **Bar Standards Board Handbook** sets out the requirement that a barrister must not act, or accept instructions in a case, if:

- there is a conflict of interest between your own personal interests and the interests of the prospective client in respect of the particular matter; or
- there is a conflict of interest between the prospective client and one or more of your former or existing clients in respect of the particular matter. The exception would be if all of the clients who have an interest in the particular matter give their informed consent to you acting in such circumstances.

The **CILEX Code of Conduct 2015** at paragraph 7.1 states that a legal executive must ‘not act or continue to act where there is a conflict of interest or a significant risk that a conflict may arise.’

If any matter arises which might involve a lawyer or member of support staff in a situation where there could be either actual or possible conflict of interest, then it is the duty of the person concerned to report the matter to the relevant Force Solicitor or the Director of Evolve Collaborative Legal Services, immediately.

Anyone in the slightest doubt about something which might be regarded as conflict of interest must discuss it with the relevant Force Solicitor or the Director of Evolve Collaborative Legal Services.

If an actual or perceived conflict of interest arises then it may be necessary for one or more of the clients to be separately represented. When this happens, unless the circumstances of the case are such that the Force Solicitor of the relevant force is unable to act for either the Chief Constable or the Police and Crime Commissioner, there will be a presumption that each Force Solicitor will act for their respective Chief Constable, with the other client(s) being represented by separate Evolve Collaborative Legal Services lawyers/independent solicitors or counsel, as appropriate.

CONFIDENTIALITY

The **Solicitors Code of Conduct** sets out the principle relating to confidentiality at Rule 4, 4.01 which states: “You and your firm must keep the affairs of clients and former clients confidential except where disclosure is required or permitted by law or by your client (or former client)”.

The **Bar Standards Board Handbook**, Core Duty 6, Rule C5 and Rule C15.5, require barristers to preserve the confidentiality of clients’ affairs. Any barrister who does not adhere to this by, for example, allowing other people to see confidential material, losing portable devices on which unprotected information is stored, or not disposing of client papers securely could face disciplinary action by the Bar Standards Board.

The **CILEX Code of Conduct 2015** at paragraph 5.12, requires legal executives to ‘maintain confidentiality in respect of your client’s affairs except where to do so would conflict with the law or the Code or where your client explicitly authorises you to disclose confidential information.’

Lawyers must comply with the requirements of the Data Protection Act 1998 in handling data to which the Act applies.

1. During the course of employment, lawyers will have access to, gain knowledge of and be entrusted with information concerning individual clients. This information may include matters of a highly sensitive and/or personal nature.
2. Lawyers should understand that access to this data, including computerised or manual records, is made available only to those members of staff who have an absolute right and need to know.
3. The above provides general guidance only. The issue of confidentiality should not inhibit, in appropriate cases, the sharing of best practice between the Chief Constable and Police & Crime Commissioner. Furthermore, where necessary, clients may waive their right to confidentiality.

If any difficulties arise in specific cases in the context of either conflict or confidentiality the matter should be referred to the Force Solicitor or Director of Evolve Collaborative Legal Solicitor, who will in turn discuss it with the relevant Chief Constable and/or Police & Crime Commissioner, as appropriate.

ANNEX 4 DATA PROTECTION AND INFORMATION SHARING AGREEMENT

This Annex is incorporated within the Collaboration Agreement signed by the Parties and is a Joint controller agreement detailing arrangements made under Article 26 of the GDPR or section 58 of the DPA.

1. Joint Controllers

1.1 These arrangements have been made between the Competent Authorities being the Chief Officers/Commissioners in their capacity as Joint Controllers.

1.2 It is agreed by the Joint Controllers that the Lead Chief Officer/Commissioner is designated as the Lead Controller. The Lead Controller will be the contact point for Data Subjects.

2. Responsibilities

2.1 Each Controller is individually responsible for the lawful and fair Processing of Personal Data carried out by its officers and staff.

2.2 Each Controller is responsible for including any processing it does under this Agreement in its respective record of processing activity.

2.3 Each Controller will put in place appropriate Technical and Organisational Measures within their organisation in line with their respective force policies in respect of links to the ELS to prevent any unauthorised or unlawful processing.

2.4 Each Controller will be responsible for ensuring the Collaboration Data collected by its officers and staff is:

2.4.1 adequate, relevant and only Processed in connection with a Law Enforcement or lawful Purpose such as the fulfilment of the collaboration Agreement to which this Agreement is an Annex; and

2.4.2 accurate and, where necessary, kept up to date; having taken every reasonable step to ensure that any inaccurate Personal Data has been deleted or rectified.

2.5 Each Controller will, in respect of any Personal Data under this agreement, provide clear and sufficient information to the Data Subjects, in accordance with section 44 of the DPA, of the purposes for which they will Process their Personal Data, the legal basis for such purposes and such other information as is required by the DPA.

2.6 Special categories of personal data and criminal offence data – sensitive processing

2.7 The Director will ensure that a Data Protection Impact Assessment (DPIA) is conducted and maintained for the ELS and, in addition, each Controller is individually responsible for ensuring that a DPIA is conducted and maintained within their area of responsibility.

2.8 Any cross border data flows under this Agreement shall be by consent of all the Joint Controllers (the Parties).

2.9 Each Controller is responsible for ensuring that any sensitive processing of special category or criminal offence data it does under this Agreement has in place an Appropriate Processing Document (in accordance with section 42, Part 3, Data Protection Act 1998).

3. Damages - liability

3.1 Each Controller will be individually responsible for any damage caused by the Processing of Personal Data by its officers/staff, which is found to be in breach of the DPA.

- 3.2 In the event of a dispute between the Joint Controllers in respect of the responsibility for the damage caused by the Processing carried out by one of more of the Controllers in accordance with these arrangements, the Controller responsible for settling the penalty imposed will be as determined by the Information Commissioner in the exercise of enforcement powers under the DPA.
4. **Data Subject Rights**
- 4.1 The relevant Joint Controllers will individually provide such assistance as is reasonably required to enable the Lead Controller to comply with requests from Data Subjects to exercise their rights under the DPA within time limits imposed by the legislation.
- 4.2 The Lead Officer will provide a single point of contact (SPoC) to support the management of requests from Data Subjects who wish to exercise their rights under the DPA. All Controllers will maintain a point of contact for the SPoC within their organisation. Consideration of subject rights requests are the responsibility of the relevant Joint Controllers.
- 4.3 In respect of Collaboration Data the relevant Joint Controllers will individually notify the SPoC designated by the Lead Controller within 24 hours or, where that is not possible, as soon as reasonably practicable after becoming aware if they receive:
- 4.3.1 receive a Subject Access Request;
 - 4.3.2 receive a Rectification request;
 - 4.3.3 receive an Erasure or restriction on processing request;
 - 4.3.4 receive any other request, complaint or communication relating to any of the Competent Authorities' obligations under Part 3 of the DPA;
 - 4.3.5 receive from any third party any request for disclosure of Personal Data where compliance with such a request is required or purported to be required by law; or
 - 4.3.6 becomes aware of a Personal Data Breach event.
- 4.4 The Lead Controller will establish the procedure to be followed by the Joint Controllers in respect of the handling of the Data Subject rights arising in relation to any Processing carried out under these arrangements.
- 4.5 Each Controller will individually ensure Data Subjects are able to exercise other rights, such as the right to erasure and rectification of inaccurate Collaboration Data.
5. **Data retention and deletion**
- 5.1 Each Controller will only retain or process the Collaboration Data for as long as is necessary in connection with a law enforcement purpose in accordance with standards set out in this Agreement and the Collaboration Agreement to which this Agreement is annexed.
6. **Security and Training**
- 6.1 The level of Technical and Organisational Measures agreed by the Joint Controllers at the commencement date having regard to the technological development and the cost of implementing such measures are set out in this Agreement. The Lead Controller will keep such security measures under review and will carry out such updates as they deem to be appropriate throughout the term.

- 6.2 It is the responsibility of each Controller to ensure that staff members are appropriately trained to handle and process the Collaboration Data in accordance with this Agreement.

7. Personal data breaches and reporting procedures

- 7.1 Each Controller will be responsible for reporting any Personal Data Breach committed by its officers/staff to the Information Commissioner without undue delay in accordance with DPA, and (where applicable) inform Data Subjects as required by the DPA. The Controller will also inform the Lead Controller without undue delay via the appointed SPoC in accordance with paragraph 10.2.
- 7.2 In the event that a Controller becomes aware of any Data Protection Breach committed by the officers/staff of another Controller they will inform that Controller and the Lead Controller without undue delay via the appointed SPoC in accordance with paragraph 10.2.
- 7.3 The relevant Joint Controllers will provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

8. Review and governance arrangements

- 8.1 These arrangements will remain in force until terminated by a majority number of the Joint Controllers and following a review.
- 8.2 The review of these arrangements will involve:
- 8.2.1 Assessing whether the purposes of Collaboration Data Processing are still general or law enforcement purposes and whether the purposes should be revised;
 - 8.2.2 Assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
 - 8.2.3 Assessing whether Personal data breaches involving Collaboration Data have been handled in accordance with these arrangements and the relevant legal framework.
- 8.3 The Joint Controllers will provide reasonable assistance as is necessary to facilitate the conduct of any review in an efficient and expeditious manner.
- 8.4 Each Joint Controller undertakes to indemnify and keep indemnified the other Joint Controllers against any liability which may be incurred as a result of its breach of the provisions set out in this Annex.