



Warwickshire  
**POLICE**



West Mercia  
**POLICE**



Philip Secombe  
Police and Crime  
Commissioner  
for Warwickshire



John Campion  
Police and Crime Commissioner  
West Mercia

STRATEGIC ALLIANCE  
COLLABORATION AGREEMENT

DATED: *25th July 2018*

**PART I:**

GENERAL AGREEMENT

**PART II:**

SCHEDULES SETTING OUT AREAS OF COLLABORATIVE ARRANGEMENT:

SCHEDULE A – LOCAL POLICING

SCHEDULE B – PROTECTIVE SERVICES

SCHEDULE C – ENABLING SERVICES

SCHEDULE D – FINANCIAL SERVICES

SCHEDULE E - POLICE AND CRIME COMMISSIONERS

**PART III**

**APPENDICES**

**APPENDIX A - SENIOR INFORMATION RISK OWNER AGREEMENT**

**APPENDIX B - INFORMATION SHARING PROTOCOL BETWEEN POLICE AND CRIME COMMISSIONER AND CHIEF CONSTABLE**

**APPENDIX C- TERMS OF REFERENCE FOR ALLIANCE GOVERNANCE GROUP**

**APPENDIX D - TERMS OF REFERENCE FOR EXECUTIVE BOARD**

**APPENDIX E - STRATEGIC ALLIANCE FINANCE ARRANGEMENTS**

**THE PARTIES:**

THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE  
WARWICKSHIRE POLICE AND CRIME COMMISSIONER  
THE CHIEF CONSTABLE OF WEST MERCIA POLICE  
WEST MERCIA POLICE AND CRIME COMMISSIONER

# TABLE OF CONTENTS

## **PART I**

Section 1  
Section 2  
Section 3  
*Section 4*  
Section 5  
Section 6  
Section 7  
Section 8  
Section 9  
Section 10  
Section 11  
Section 12  
Section 13  
Section 14  
Section 15  
Section 16  
Section 17  
Section 18  
Section 19  
Section 20  
Section 21  
Section 22  
Section 23  
Section 24  
Section 25  
Section 26  
Section 27  
Section 28  
Section 29  
Section 30  
Section 31

## **GENERAL AGREEMENT**

Definitions  
Legal Context  
Statement of Intent  
*Extent of General Agreement*  
*Commencement Date*  
*Admission of New Partners*  
*Review of Strategic Alliance Arrangements*  
*Variation to Agreements*  
*Termination of Agreements*  
*Governance and Accountability*  
*Chief Constables Direction and Control*  
*Police officers and Police Staff*  
*Policies and Procedures*  
*Financial Arrangements*  
*Assets*  
*Insurance and Liabilities*  
*Information Management and Confidentiality*  
*Freedom of Information Requests*  
*Vetting*  
*Health and Safety*  
*Dispute Resolution*  
*Legal Compliance*  
*Governing Law and Jurisdiction*  
*Legally Binding*  
*Entire Agreement*  
*Illegal/Unenforceable Provisions*  
*Assignment*  
*Waiver*  
*Counterparts*  
*Notices*  
*Third Parties*

**PART I**  
**GENERAL AGREEMENT**

**THIS GENERAL AGREEMENT** is made on the ...*25th July*.....2018

**BETWEEN**

1. Chief Constable of Warwickshire Police
2. Chief Constable of West Mercia Police
3. Police and Crime Commissioner for Warwickshire
4. Police and Crime Commissioner for West Mercia

(The Parties)

*Introduction*

- (i) *The parties entered into a collaboration agreement under Section 22A and Section 23A of the Police Act 1996 on 13 March 2012 to create a strategic alliance between Warwickshire and West Mercia police forces (the 'Original Strategic Alliance Collaboration Agreement');*
- (ii) *The Original Strategic Alliance Collaboration Agreement contained provisions permitting the variation of the terms and conditions of the Original Strategic Alliance Collaboration Agreement by agreement between the parties;*
- (iii) *With effect from the 1 September 2017 a Letter of Variation was agreed between the parties in which Schedules A and B relating to Local Policing and Protective Services respectively were amended. The Original Strategic Alliance Collaboration Agreement was also amended to recognise the abolition of Police Authorities and creation of Police and Crime Commissioners;*
- (iv) *The parties now wish to make further changes to the Original Strategic Alliance Collaboration Agreement.*

**AND IT IS AGREED** as follows:-

**SECTION 1: DEFINITIONS**

**Data Protection Legislation** means all applicable laws and regulations relating to the processing of personal data, including in particular the Data Protection Act 2018, as amended or updated from time to time, in the UK.

**HMICFRS** means Her Majesty's Inspectorate of Constabulary Fire and Rescue Services.

**Performance Management Group** means a meeting chaired by Chief Officers in order to manage performance across the Strategic Alliance on key issues.

In this Agreement unless where otherwise specified the headings are for the convenience only and shall not affect its interpretation.

In this Agreement unless where otherwise specified:

- 1.1 The headings are for convenience only and shall not affect its interpretation
- 1.2 References to a section, clause, paragraph or appendix are to a section, clause, appendix or paragraph within the Agreement
- 1.3 Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment.
- 1.4 Any phrase introduced by the term “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- 1.5 The words “in writing” and “written” mean “in documented form” whether electronic or hard copy, unless otherwise stated.
- 1.6 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 1.7 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees. Words shall not be given any restrictive interpretation by reason only of their being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.8 Any reference to a notice, consent, approval agreement and/or permission being required under this Agreement shall unless expressed to the contrary in this Agreement be given in writing
- 1.9 All agreement on the part of any Party comprising more than one person or entity should be joint and several throughout the Agreement and the neuter singular.
- 1.10 Gender should include all genders and the plural.

## **SECTION 2: LEGAL CONTEXT**

- 2.1 *Section 22A of the Police Act 1996* (as amended) enables chief officers of one or more police forces to make a collaboration agreement with two or more policing bodies about the discharge of functions by members of any of their forces (“force collaboration provision”) in the interest of efficiency or effectiveness. Functions comprised all or any of the powers and duties of police forces/bodies.
- 2.2 Section 22A of the Police Act 1996 (as amended) also enables a collaboration agreement between policing bodies about the discharge of functions by members of one policing body for another policing body (“policing body collaboration provision”)

- 2.3 A chief officer may enter into a force collaboration provision agreement only on the approval of the Police and Crime Commissioners
- 2.4 This General Agreement brings together the collaborative arrangements for a number of policing services, support services and PCC collaborative services. Each collaborative arrangement as set out in Part II is independent of each other and as such may be varied or terminated without affecting the terms and conditions and effect of the other collaborative arrangements.
- 2.5 The terms and conditions of this Agreement are to be read in conjunction with legislation and the statutory guidance for police collaboration.

### **SECTION 3: STATEMENT OF INTENT**

- 3.1 The parties have agreed to work together in accordance with their relevant statutory powers and duties to implement, maintain and monitor a 'Warwickshire Police and west Mercia Police Strategic Alliance'
- 3.2 The parties consider that provision of policing for both forces would be more efficiently and effectively discharged through a joint collaborative approach as a Strategic Alliance. The objectives identified include all or a combination of the following (to be known as the 'Strategic Alliance Objectives'):
- a) To provide a more efficient and effective policing service in the geographical areas for which the Parties are responsible for policing; that is for the communities of Herefordshire, Shropshire, Telford & Wrekin, Warwickshire and Worcestershire.
  - b) Enhanced capability and capacity
  - c) Greater resilience and flexibility in the use of skilled specialist staff
  - d) Reduction in duplication of roles and resources
  - e) Greater opportunity to maximise financial savings
- 3.3 The Chief Constables and the Police Crime Commissioners have agreed to work together in accordance with their relevant statutory powers and duties to establish monitor and conduct the Strategic Alliance.
- 3.4 The Police Crime Commissioners give approval to the Chief Constables to collaborate under the provision of the Strategic Alliance.
- 3.5 The Police and Crime Commissioner's agree to collaborate in the provision of services and facilities to oversee and support the Warwickshire and West Mercia police forces and to ensure compliance with their statutory duties in relation to policing.

### **SECTION 4: EXTENT OF GENERAL AGREEMENT**

- 4.1 Where the Agreement either in whole or in part does not deal with an issue pertinent to the conduct or management of the Strategic Alliance it shall be agreed by the Parties through governance board related meetings including the Alliance Governance Group.

## **SECTION 5: COMMENCEMENT DATE**

- 5.1 The Agreement (s) shall come into force on the 1<sup>st</sup> April 2018 and shall continue in force unless terminated, varied or extended by variation under the provisions of this General Agreement.
- 5.2 The Parties intend that upon execution of this Agreement by all parties the Original Strategic Alliance Agreement shall automatically terminate.

## **SECTION 6: ADMISSION OF NEW PARTNERS**

- 6.1 Further partners may be added to the Agreement with the unanimous agreement of all Parties.

## **SECTION 7: STRATEGIC ALLIANCE ARRANGEMENTS**

- 7.1 The Strategic Alliance and this Agreement shall be kept under review and in any event reviewed by the 31 March 2020 and every two years thereafter or by earlier agreement of the Parties. The method and purpose of the review process is to ensure that the Strategic Alliance is functioning effectively in line with the Strategic Alliance Objectives set out in Section 3 above. This will include an assessment as to whether the Strategic Alliance Objectives are being met, the perceived benefits are being realised, or, whether there would appear to be a better way of providing a policing service in the geographical areas of Herefordshire, Shropshire, Telford & Wrekin, Warwickshire and Worcestershire.
- 7.2 Performance monitoring will be maintained for the Strategic Alliance and the Parties will procure that it will continue to be reviewed at least quarterly by the Performance Management Group where appropriate and any exceptional issues raised to the Alliance Governance Group or Executive Board.
- 7.3 A review may also be commissioned at any time if there are felt to be significant failings in command, the service provided, or if any incident, or series of incidents, arises which gives any of the Parties cause for concern. Reviews may be commissioned by the two Chief Constables, the Alliance Governance Group HMICFRS or as commissioned by the Police and Crime Commissioners.
- 7.4 Such reviews are without prejudice to any performance monitoring of the two forces that either Police and Crime Commissioner may wish to commission from time to time either individually or together.
- 7.5 The review obligations provided for in this Section shall not interfere with the requirement of the Parties to keep under consideration arrangements for potential collaboration in accordance with Section 22B and 22C of the Police Act 1996 (as amended).

## **SECTION 8 VARIATION OF AGREEMENTS**

- 8.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23G Police Act 1996 (as amended) the terms of this Agreement may be altered or appended to at any time by agreement between the Parties.

- 8.2 Any material variation of this Agreement will require the termination and the creation of a new agreement (containing the amendments). Any variation must be made subject to such consent, approval or consultation as is required by Section 23C Police Act 1996 (as amended).
- 8.3 Without prejudice to Section 8.4 where this Agreement is amended, any amendments must be approved by the unanimous agreement of all Parties.
- 8.4 Variation to this Agreement will be made where directed by the Secretary of State under Section 23FA and Section 23G Police Act 1996 (as amended).
- 8.5 It is recognised that a number of protocols and agreements relating to the governance of business areas have been developed and are added as appendices to Part III of this Agreement. Any variation or termination of the protocols and agreements in Part III shall not require the creation of a new Agreement.

## **SECTION 9: TERMINATION AGREEMENTS**

- 9.1 The Agreement or any part of it may be terminated by notice given by the Secretary of State in accordance with Section 23H Police Act 1996 (as amended)
- 9.2 The Agreement or any part of it may be terminated at any time by the joint agreement of the Chief Constables and the Police and Crime Commissioners and the date of termination and the exit strategy will then need to be agreed by the Chief Constables and the Police and Crime Commissioners.
- 9.3 The Agreement or any part of it may be terminated at any time by any of the Parties providing written notice which shall:-
- (i) be served on the Police and Crime Commissioners Chief Executives and the Chief Constables; and,
  - (ii) where the Party serving notice is a Chief Constable certify that the Party serving notice has consulted and agreed termination with his/her Police and Crime Commissioner and fully understands the impact and timescales involved in termination of the Agreement or any part of it.
  - (iii) specify the date on which termination of the Agreement or part of it should take effect which shall be a minimum of twelve months from the date of service of notice.
- 9.4 Where Section 9.3 applies the Parties will agree an exit strategy which will ensure a smooth transition to agreed timescales.
- 9.5 Where the Agreement or any part of it are terminated under Section 9.3 above the Party serving notice shall be liable for all reasonable costs and liabilities arising from the implementation of the exit strategy referred to in clause 9.4 following the service of notice unless as provided for otherwise in this Agreement:
- (i) to honour its share of any contractual obligations and legal liabilities as part of the Agreement or in the operation of the Strategic Alliance prior to the end of the notice period; and



- (ii) for all other contributions due in respect of the Agreement prior to and during the notice period.
- 9.6 Any payment in respect of a Party's obligations under Section 9.5 above shall be paid within three months of the Parties agreeing the amount or amounts due or within such other period as may be agreed between the Parties.
- 9.7 In the event of any disagreement or dispute between the Parties arising out of this Section 9 (Termination) only, the Parties shall in the first instance seek to resolve the matter by discussions between themselves. In the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be an arbitrator accredited by the Centre for Effective Dispute Resolution ("CEDR"). The decision of the arbitrator shall be final and binding including in respect of the payment of legal costs by the parties.

## **SECTION 10: GOVERNANCE AND ACCOUNTABILITY**

- 10.1 The Parties may agree from time to time a governance structure for all collaborative working undertaken between them. Details of the governance structure are set out below and within the appendices within Part III and can be varied at any time with the agreement of the Parties.

### *Alliance Governance Group*

- 10.2 The Parties have established an Alliance Governance Group for the purposes of providing oversight and scrutiny for the Strategic Alliance. The powers and duties of the Alliance Governance Group are further set out in Part III.
- 10.3 The membership of Alliance Governance Group will be made up of the Police and Crime Commissioners and their Chief Executives, the Chief Constables and their Chief Officers and any other staff so directed to attend.

### *Executive Board*

- 10.4 The Chief Constables of Warwickshire and West Mercia Police shall oversee and govern this meeting. The powers and duties of the Executive Board are further set out in Part III.
- 10.5 The Chief Constables may invite any member of their respective Police and Crime Commissioner body to attend any meeting of the Executive Board.

## **SECTION 11: CHIEF CONSTABLES DIRECTION AND CONTROL**

- 11.1 Each Chief Constable will have legal direction and control and thus legal liability for all officers and staff working within their policing area.
- 11.2 Each officer and member of staff working within the Strategic Alliance will be required by their appointing Chief Constable ultimately to work to the instruction of the Chief Officer appointed to lead his/her area of business, and in accordance with the terms of the Agreement. On a day to day basis, each officer and member of staff working within the Strategic Alliance will be line managed by officers and staff within the

Strategic Alliance organisational structure, irrespective of which is the appointing force of those being line managed and those line managing.

## **SECTION 12: POLICE OFFICERS, POLICE AND POLICE AND CRIME COMMISSIONER STAFF**

- 12.1 Existing police staff and officers who work for the Strategic Alliance from each Force shall continue as employees and members of the original employing Force irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original employing Force.
- 12.2 New staff appointed to work within the Strategic Alliance after its creation that were already employed or appointed to one party prior to the Agreements (where in force) shall continue as employees and members of the original employing force irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original employing Force.
- 12.3 Where relevant, new staff appointed to the Strategic Alliance from outside either force will be employed/appointed by one Party.
- 12.4 Employment matters connected to the Strategic Alliance (including tax PAYE and VAT implications for staff/officers) are to be determined in accordance with appropriate policies adopted by the Strategic Alliance Finance and Human Resources teams.
- 12.5 Existing Police and Crime Commissioner staff who work in support of collaborative arrangements shall continue as employees of the original employing Police and Crime Commissioner irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original employing Police and Crime Commissioner.
- 12.6 New staff appointed to work in support of collaborative arrangements that were already employed or appointed to one Police and Crime Commissioner prior to the Agreements (where in force) shall continue as employees of the original employing Police and Crime Commissioner irrespective of their place of work. Their pay, welfare, pensions, terms and conditions and all other respective employment and service matters shall remain the responsibility of the original employing Police and Crime Commissioner.

## **SECTION 13: POLICIES AND PROCEDURES**

- 13.1 The Parties will continue to work together to ensure that their policies and procedures relevant to the Strategic Alliance are reviewed and will achieve single policies and procedures as far as this is practicable and can be agreed.
- 13.2 The Parties shall procure that officers and staff will follow their own organisational policies or national policy unless joint policies apply and have been agreed.

- 13.3 The Parties recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These may be agreed by the Parties on a case by case basis at the relevant time.

#### **SECTION 14: FINANCIAL ARRANGEMENTS**

- 14.1 Costs and savings associated with staff, officers, on-costs and non pay expenditure, which provide for the running of the Strategic Alliance and have been agreed as part of the shared budgetary arrangements determined by the parties, will be based upon Net Revenue Expenditure ("NRE") in any given year, and which are currently in the following ratios:

**Warwickshire Police – 31%**  
**West Mercia Police – 69%**

- 14.2 These ratios will also be applied to any under-spend or overspend on the annual budget.
- 14.3 NRE will be calculated to 1 decimal place
- 14.4 All financial arrangements shall be managed in accordance with the Strategic Alliance Finance Arrangements at Part III – Appendix E.

#### **SECTION 15: ASSETS**

- 15.1 The Chief Constables are responsible for the maintenance of asset registers for the property owned by their Police and Crime Commissioners.
- 15.2 Where Chief Constables/Police and Crime Commissioners provide assets to be used by the Strategic Alliance, a joint asset inventory shall be maintained by the Information Asset Owner for the Strategic Alliance. The inventory will clearly identify the owner of the assets listed in it.

#### **SECTION 16: INSURANCE AND LIABILITIES**

- 16.1 Each Party will remain liable in accordance with the law for the acts and omissions of its own officers and staff save for when direction and control has passed from one Chief Constable to the other in accordance with the provisions of Section 11 and Section 12.
- 16.2 Each Party shall save and hold harmless the other Parties from all losses, claims, damages, costs, charges, demands of proceedings incurred or brought as a result of the negligence of its officers and staff, unlawful acts and/or breaches of its obligations under this Agreement.
- 16.3 In respect of uninsured losses not insured by the insurance policy, judicial review, complaints, grievances or conduct issues arise from joint working, the relevant Parties will agree the way in which those matters will be handled on a case by case basis.

- 16.4 All employers' liability claims, employment Tribunal claims, complaints, grievances and conduct issues raised by or against officers or staff working within the Strategic Alliance will be dealt with by their employing/appointing Chief Constables or Police and Crime Commissioner (unless otherwise agreed) in accordance with each Chief Constable's or Police and Crime Commissioner's policy on standards and discipline.
- 16.5 For the avoidance of doubt, all Parties are to hold appropriate levels of insurance cover.

## **SECTION 17: INFORMATION MANAGEMENT AND CONFIDENTIALITY**

- 17.1 Each Chief Constable and Police Crime Commissioner will be responsible for ensuring compliance with Data Protection Legislation with regard to the processing of data. This includes the provision and sharing of data for use by the Strategic Alliance and for data which is created through the Strategic Alliance.
- 17.2 For the purposes of the Data Protection Legislation each Chief Constable and Police and Crime Commissioner are the Data Controller for any personal data recorded on the information systems (electronic and paper) under his/her control, i.e. within the relevant Force or Police and Crime Commissioner's electronic network or in structured and unstructured filing systems operated and stored on the relevant force or Police and Crime Commissioner's premises. The parties acknowledge the responsibilities of the Senior Information Risk Owner (SIRO) as per the agreement in Part III.
- 17.3 Data created by the Strategic Alliance will be shared where this is necessary subject to any limitations imposed by the Data Protection Legislation. The parties will have due regard to the Information Sharing Protocol referenced in Part III. This data will be retained in accordance with each Party's data management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of The Management of Police Information ("MOPI").
- 17.4 The activities of an officer serving within a particular Force or a staff member employed by a particular force or Police and Crime Commissioner in respect of access to and use of any data controlled by any Party will be governed by the policies of the employing Force or Police and Crime Commissioner.
- 17.5 The Parties each undertake to the other Parties that they shall not, save in the proper performance of their respective obligations under this Agreement or in accordance with their legal obligations without the prior consent of the other disclose to any person any confidential information. This Section 17.5 shall not apply to any information which is in or enters into the public domain otherwise in breach of any undertaking of confidentiality or which any Party is obliged to disclose under applicable laws.

## **SECTION 18: FREEDOM OF INFORMATION REQUESTS**

- 18.1 For the purpose of the Freedom of Information Act 2000, the Parties remain separate organisations.
- 18.2 Freedom of Information requests are managed for the Forces by the Knowledge and Information team on behalf of the Strategic Alliance and for the Police and Crime Commissioner's by the Chief Executives who are responsible for co-ordinating the

response, agreeing the disclosure with the other relevant Parties and replying to the request, in consultation with the other Parties where required.

#### **SECTION 19: VETTING**

- 19.1 The Parties shall procure that staff and officers seeking access to systems or information will be vetted to the level required by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 19.2 The Chief Constables will continue to work together to agree and implement a standard approach for vetting of staff and officers with due regard to national guidance on police vetting.

#### **SECTION 20: HEALTH & SAFETY**

- 20.1 Each Chief Constable and Police and Crime Commissioner will be responsible for the health and safety of their own officers and staff
- 20.3 The Chief Constables and Police and Crime Commissioners through a nominated member of staff will be responsible for ensuring all appropriate risk assessments have been carried out for the Strategic Alliance and are up to date and complied with.
- 20.4 The Chief Constables shall maintain a joint risk assessment and joint Health & Safety procedures for the Strategic Alliance.

#### **SECTION 21: DISPUTE RESOLUTION**

- 21.1 Any dispute or disagreement arising from the day-to-day management of the Strategic Alliance shall initially and immediately be referred to the relevant head of service.
- 21.2 If the dispute or disagreement cannot be resolved successfully by these means it will be referred initially to the relevant Chief Officer or the Chief Executive for the Police and Crime Commissioner as appropriate with a view to resolution and if not resolved then it will be referred to the next level of management.
- 21.3 If the matter cannot be resolved in accordance with section 21.2, it will be referred to the Alliance Governance Group.
- 21.4 In the case of operational matters requiring urgent resolution the matter will be referred to the Chief Constables.
- 21.5 Any dispute or disagreement relating specifically to the termination of the Agreements will be subject to the dispute resolution mechanism set out in Section 9.6 above
- 21.6 In the event of any disagreement or dispute between the Parties arising out of or in connection this Agreement (with the exception of Section 21.5 above), including any question of the validity and interpretation of this Agreement, the Parties shall in the first instance seek to resolve the matter by discussions between themselves. In the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to

Arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be one accredited by the CEDR. The decision of the arbitrator shall be final and binding upon the Parties including in respect of legal costs.

## **SECTION 22: LEGAL COMPLIANCE**

- 22.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff working in the Strategic Alliance in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, Health and Safety Act 1975 etc.
- 22.2 Nothing in the Agreements shall affect, fetter or otherwise qualify the operational independence of any of the Chief Constables who are party to this Agreement.

## **SECTION 23: GOVERNING LAW AND JURISDICTION**

- 23.1 The Agreements shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English courts.

## **SECTION 24: LEGALLY BINDING**

- 24.1 The Parties agree that the Agreement shall be legally binding between the Parties.

## **SECTION 25: ENTIRE AGREEMENT**

- 25.1 The Agreements set out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties.

## **SECTION 26: ILLEGAL/UNENFORCEABLE PROVISIONS**

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

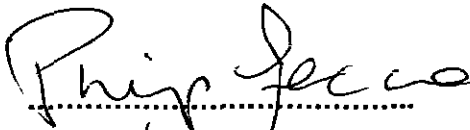
## **SECTION 27: ASSIGNMENT**

- 27.1 Except where assignment or transfer occurs or is made necessary by operation of law (for example through the mechanisms described in Section 6.1 above), none of the Parties may assign or transfer this Agreement as a whole, or any of the rights and obligations under it, without first obtaining the written consent of all of the other Parties, such consent not to be unreasonably withheld or delayed.

**SIGNATORIES**

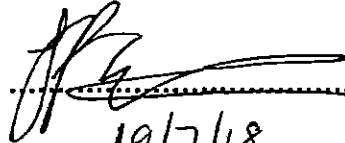
IN WITNESS whereof the parties have signed to below:-

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**

  
.....  
19/7/18  
.....


**DATED:**

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WEST MERCIA POLICE**

  
.....  
19/7/18  
.....

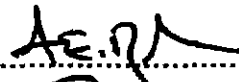
**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WARWICKSHIRE POLICE**

  
.....  
18/7/18  
.....

**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WEST MERCIA POLICE**

  
.....  
26/07/2018  
.....

**DATED:**

## **SECTION 28: WAIVER**

28.1 Where a Party fails to enforce or delays in enforcing any obligation of any other Party or fails to exercise or delays in exercising a right under this Agreement, such failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

## **SECTION 29: COUNTERPARTS**

29.1 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 this Agreement.

## **SECTION 30: NOTICES**

30.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Section 30.1. Any such notice may be delivered personally for by 1<sup>st</sup> class prepaid letter or by email and shall be deemed to have been served if by and when delivered. If by 1st class post 48 hrs after posting and if by email when despatched.

## **SECTION 31: THIRD PARTIES**

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



**PART II**

**SCHEDULES RELATING TO THE AGREEMENT**

**PART 1:-**

<b>SCHEDULE A</b>	<b>LOCAL POLICING</b>
<b>SCHEDULE B</b>	<b>SHARED POLICING SERVICES</b>
<b>SCHEDULE C</b>	<b>ENABLING SERVICES</b>
<b>SCHEDULE D</b>	<b>FINANCE OFFICER</b>
<b>SCHEDULE E</b>	<b>POLICE AND CRIME COMMISSIONERS</b>

# **SCHEDULE A**

## **COLLABORATION AGREEMENT – LOCAL POLICING**

**This Agreement is made under *Section 22A and Section 23 of the Police Act 1996 (as amended)* by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.**

### **Section A1: TERMS**

A1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a Strategic Alliance.

### **Section A2: LOCAL POLICING**

A2.1 The parties agree that there will be a Local Policing Directorate which will provide Local Policing to the communities of North Warwickshire and South Warwickshire and further that there will be a Local Policing Directorate which will provide Local Policing to the communities of Herefordshire, Shropshire, North Worcestershire, South Worcestershire, Telford & Wrekin (Policing areas).

### **Section A3: RESPONSIBILITY FOR DAY TO DAY LOCAL POLICING**

A3.1 An Assistant Chief Constable (ACC) has been appointed for each Policing area. The relevant ACCs, will have day to day management responsibility for Local Policing in their areas as defined above at A2.1. The relevant ACCs will prepare and keep under review, *Terms of Reference and a structure chart for the Local Policing directorate* in accordance with the Strategic Alliance as determined by the Alliance Governance Group (AGG).

A3.2 The ACCs will be accountable for the delivery of the service in accordance with the Strategic direction set out by the AGG.

A3.3 Officers and staff working within Local Policing will be required by their appointing Chief Constable to work to the instruction of the ACC for the area in which they are deployed (see A3.1 above) and in accordance with Section 11 of the General Agreement.

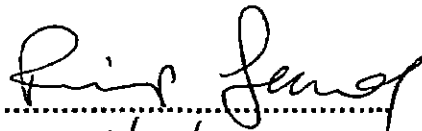
A3.4 The ACC will report to the Deputy Chief Constable of their Policing area.

A3.5 The ACC will be responsible to the Chief Constable for the day to day health and safety of all Officers and staff working in Local Policing in their area and for ensuring that all appropriate risk assessments are being carried out for Local Policing, are up to date and complied with.

**SIGNATORIES TO SCHEDULE A**

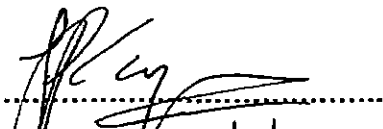
IN WITNESS whereof the parties have signed below:-

**SIGNED BY**  
**THE POLICE and CRIME COMMISSIONER**  
**For WARWICKSHIRE POLICE**

  
.....  
19/7/18  
.....


**DATED:**

**SIGNED BY**  
**THE POLICE and CRIME COMMISSIONER**  
**For WEST MERCIA POLICE**

  
.....  
19/7/18  
.....

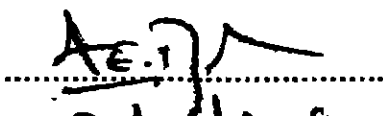
**DATED:**

**SIGNED BY**  
**THE CHIEF CONSTABLE**  
**For WARWICKSHIRE POLICE**

  
.....  
18/7/18  
.....

**DATED:**

**SIGNED BY**  
**THE CHIEF CONSTABLE**  
**For WEST MERCIA POLICE**

  
.....  
25/7/2018  
.....

**DATED:**

# **SCHEDULE B**

## **COLLABORATION AGREEMENT – SHARED POLICING SERVICES**

This Agreement is made under Section 22A and Section 23 of the Police Act 1996 (as amended) by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.

### **Section B1: TERMS**

B1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a strategic Alliance.

### **Section B2: SHARED POLICING SERVICES**

B2.1 The parties agree that there will be a single shared policing service incorporating Protective Services which will provide shared policing services to the communities of Herefordshire, Shropshire, North Worcestershire, South Worcestershire, Telford & Wrekin, North Warwickshire and South Warwickshire.

### **Section B3: RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT OF SHARED POLICING SERVICES**

B3.1 A joint Assistant Chief Constable has been appointed (ACC). This ACC will have day to day management responsibility for Shared Policing Services and Protective Services. This ACC will prepare and keep under review Terms of Reference and structure chart for Shared Policing Services and Protective Services function in accordance with the Strategic Alliance as determined by the Alliance Governance Group (AGG).

B3.2 The ACC will be accountable for the delivery of the joint service in accordance with the strategic direction set out by the AGG.

B3.3 Officers and Staff working within Shared Policing Services will be required by their appointing Chief Constable to work to the instruction of the ACC for Shared policing Services and in accordance with Section 12 of the General Agreement.

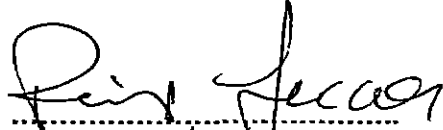
B3.4 The ACC will be accountable to the Deputy Chief Constables for Warwickshire Police and West Mercia and report to the Deputy Chief Constable for West Mercia Police.

B3.5 The ACC will be responsible to the Chief Constables for the day to day health and safety of all Officers and Staff working in Shared Policing Services in their area and for ensuring that all appropriate risk assessments are being carried out up to date and complied with.

**SIGNATORIES TO SCHEDULE B**

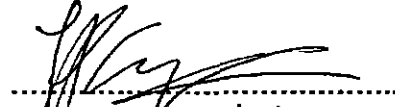
IN WITNESS whereof the parties have signed below:-

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**

  
.....  
19/7/18  
.....

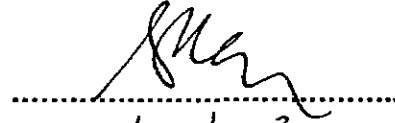
**DATED:**

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WEST MERCIA POLICE**

  
.....  
19/7/18  
.....


**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WARWICKSHIRE POLICE**

  
.....  
18/7/18  
.....

**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WEST MERCIA POLICE**

  
.....  
25/7/2018  
.....

**DATED:**

## **SCHEDULE C**

### **COLLABORATION AGREEMENT – ENABLING SERVICES**

**This Agreement is made under Section 22A and Section 23 of the Police Act 1996 (as amended) by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.**

#### **Section C1: TERMS**

C1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a strategic Alliance.

#### **Section C2: ENABLING SERVICES**

C2.1 The parties agree that there will be a single Enabling Services Directorate which will provide support services and resources to all business areas of the Strategic Alliance.

#### **Section C3: RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT OF ENABLING SERVICES**

C3.1 A joint Director of Enabling Services has been appointed. This person will have day to day management responsibility for Enabling Services. The joint Director of Enabling Services will prepare and keep under review Terms of Reference and a Structure Chart for the Enabling Services Directorate in accordance with the Strategic Alliance as determined by the Alliance Governance Group (AGG)

C3.2 The Director of Enabling Services will be accountable for the delivery of the joint service in accordance with the strategic direction set out by AGG.

C3.3 Officers and staff working within Enabling Services will be required by their appointing Chief Constables to work to the instruction of the Director of Enabling Services and in accordance with Section 11 of the General Agreement.

C3.4 The Director of Enabling Services will report to the Deputy Chief Constable of their Home Force.

C3.5 The AGG will oversee the implementation of the Joint Enabling Services directorate and the performance of that directorate.

C3.6 The Director of Enabling Services will be responsible to the two Chief Constables for the day to day health and safety of all officers and staff working in Enabling Services and for ensuring that all the appropriate risk assessments have been carried out for Enabling Services are up to date and are complied with.

**SIGNATORIES TO SCHEDULE C**

**SIGNED BY**

**THE POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**

*Ring free*  
19/7/18

**DATED:**

**SIGNED BY**

**THE POLICE and CRIME COMMISSIONER  
For WEST MERCIA POLICE**

*[Signature]*  
19/7/18

**DATED:**

**SIGNED BY**

**THE CHIEF CONSTABLE  
For WARWICKSHIRE POLICE**

*[Signature]*  
18/7/18

**DATED:**

**SIGNED BY**

**THE CHIEF CONSTABLE  
For WEST MERCIA POLICE**

*[Signature]*  
29/7/2018

**DATED:**

# **SCHEDULE D COLLABORATION AGREEMENT – CHIEF FINANCE OFFICER**

This Agreement is made under *Section 22A and Section 23 of the Police Act 1996 (as amended)* by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.

## **Section D1: TERMS**

D1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a strategic Alliance.

## **Section D2: FINANCE OFFICER**

D2.1 The Parties agree that there will be a single Finance Officer otherwise known as a Section 151 officer as per the statutory requirement under the Local Government Act 1972. The Chief Finance Officer will provide financial advice and resources to all business areas to the Strategic Alliance on behalf of Chief Constable and liaise with the Treasurer for the Police and Crime Commissioners as may be required.

## **Section D3: RESPONSIBILITY FOR THE SECTION 151 CHIEF FINANCE OFFICER**

- 3.1 A joint Chief Finance Officer will be appointed. This person will have day to day management responsibility for the finance office working to the Chief Constable. This person will prepare and keep under review terms of reference and a structure chart for their department in accordance with the Strategic Alliance statement of intent and objectives and as determined at Alliance Governance Group (AGG).
- 3.2 The Chief Finance Officer will be accountable for the delivery of the joint service in accordance with the strategic direction as set by the AGG.
- 3.3 Officers and staff working within the finance office/finance department will be required by their appointing Chief Constable to work to the instruction of the Chief Finance Officer.
- 3.4 The Chief Finance Officer will report to both Deputy Chief Constables and be held to account in relation to the management of money matters on behalf of the Strategic Alliance.
- 3.5 The Chief Officers' Meeting and Executive Board will oversee the implementation of the finance office as managed by the Chief Finance Officer.
- 3.6 The Chief Officers' Meeting and Executive Board will oversee the finance office as managed by the Chief Finance Officer.
- 3.7 The Chief Finance Officer will be responsible to the Chief Constables for the health and safety of all officers and staff working in their department and for ensuring that all the appropriate risk assessments have been carried out and are up to date and compliant with.

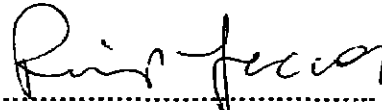


3.8 This Agreement recognises that an interim Chief Finance Officer will undertake the responsibilities as detailed at para 3.1 – 3.7 until a permanent Chief Finance Officer is confirmed in post.

**SIGNATORIES TO SCHEDULE D**

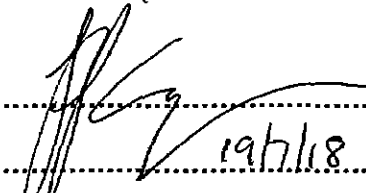
IN WITNESS whereof the parties have signed below:-

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**

  
-----  
19/7/18  
-----


**DATED:**

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WEST MERCIA POLICE**

  
-----  
19/7/18  
-----

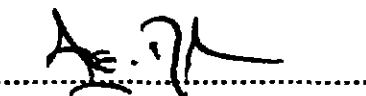
**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WARWICKSHIRE POLICE**

  
-----  
18/7/18  
-----

**DATED:**

**SIGNED BY  
THE CHIEF CONSTABLE  
For WEST MERCIA POLICE**

  
-----  
25/7/2018  
-----

**DATED:**

# **SCHEDULE E**

## **COLLABORATION AGREEMENT – POLICE AND CRIME COMMISSIONERS**

This Agreement is made under Section 22A and Section 23 of the Police Act 1996 (as amended) by the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.

### **Section E1: TERMS**

E1.1 This Agreement incorporates the general terms set out in the General Agreement.

### **Section E2: ESTATE SERVICES AND TREASURER SERVICES**

E2.1 The parties agree that there will be a single Estate Services Manager working to the Police and Crime Commissioners and that there will be a single Treasurer and single Deputy Treasurer working to the Police and Crime Commissioners.

### **Section E3: RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT OF THE POSTS REFERENCED IN E2.1**

E3.1 As regards the Estates Manager - This person will have overall management responsibility for estate services. The Estates manager will oversee estate services in accordance with their job profile and objectives and further work with staff and key stakeholders to ensure property and facility management meets PCC requirements. A Terms of Reference and a Structure Chart for Estate Management Services will be maintained.

E3.2 As regards the Treasurer - The Treasurer will have overall management responsibility for Treasurer services and will be supported by a Deputy Treasurer. The Treasurer will operate Treasurer services in accordance with their job profile and objectives and further work with staff and key stakeholders to ensure Treasury management and accountability meets PCC requirements. The Treasurer will be the Section 151 officer as per the statutory requirement under the Local Government Act 1972. A Terms of Reference and a Structure Chart for Treasurer Services will be maintained.

E3.3 The Estates Manager and the Treasurer will be accountable for the delivery of their service in accordance with the strategic direction set by the Office of the Police and Crime Commissioners.

E3.4 The Estates Manager and the Treasurer will report to the Chief Executive Officer for the Police and Crime Commissioner.

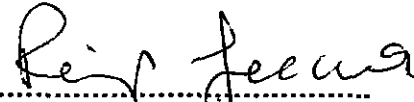
E3.5 The Police and Crime Commissioners will oversee the performance of Treasurer and Estate Management services.

E3.6 The Estates Manager and the Treasurer will be responsible to the Police and Crime Commissioners for the day to day health and safety of all staff they directly manage and will further ensure that all the appropriate risk assessments have been carried out, kept up to date and are complied with.

**SIGNATORIES TO SCHEDULE E**

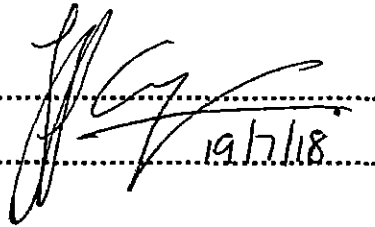
**SIGNED BY**

**THE POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**

  
.....  
..... 19/7/18 .....

**DATED:**

**SIGNED BY  
THE POLICE and CRIME COMMISSIONER  
For WEST MERCIA POLICE**

  
.....  
..... 19/7/18 .....

**DATED:**

## **PART III**

### **APPENDICES**

- APPENDIX A. SENIOR INFORMATION RISK OWNER AGREEMENT**
- APPENDIX B. INFORMATION SHARING PROTOCOL BETWEEN POLICE AND CRIME COMMISSIONER AND CHIEF CONSTABLE**
- APPENDIX C. TERMS OF REFERENCE FOR ALLIANCE GOVERNANCE GROUP**
- APPENDIX D. TERMS OF REFERENCE FOR EXECUTIVE BOARD**
- APPENDIX E. STRATEGIC ALLIANCE FINANCE ARRANGEMENTS**

## **APPENDIX A**

### **SENIOR INFORMATION RISK OWNER AGREEMENT**

**AGREEMENT DATED 31<sup>st</sup> May**

**2017**

**LEGAL MEMORANDUM OF UNDERSTANDING IN RELATION TO THE  
SENIOR INFORMATION RISK OWNER**

**BETWEEN**

**The Chief Constable for Warwickshire Police**

**And**

**The Chief Constable for West Mercia Police**

**1. PARTIES**

**1.1 The parties to this Agreement are:**

The Chief Constable for Warwickshire Police, Warwickshire Police headquarters, Warwickshire Justice Centre Leamington Spa, Newbold Terrace, Leamington Spa, Warwickshire CV32 4EL  
and

The Chief Constable for West Mercia Police, West Mercia Police Headquarters, Hindlip Hall, Hindlip, Worcester WR3 8SP

**1.2 The Police and Crime Commissioner (PCC) for Warwickshire Police and Crime commissioner, 3 Northgate Street, Warwick CV34 4SP**

and

The Police and Crime Commissioner (PCC) for West Mercia Office of the Police and Crime Commissioner, Hindlip Hall, Hindlip, Worcester WR3 8SP are parties to the agreement to the extent that they have given consent and authorisation for a Single Senior Information Risk Owner (SIRO) to oversee information management and compliance for the respective Police force areas.



## 2. RECITALS

- 2.1 It is acknowledged that both Chief Constables are Data Controllers in their own right and following comprehensive consultation with the Information Commissioners Office (ICO) and the National Police Chiefs Council Head of Information Compliance (NPCC) have agreed to adopt criteria, including entering into a memorandum of understanding in order to strategically outline the duties and responsibilities of the SIRO and set out how the two forces will process Personal Data within the Alliance, and the parties now wish to implement a single SIRO model.

It is now agreed as follows:

## 3. DEFINITIONS

- 3.1 **Accountable Officer-** In the context of the agreement the Chief Constable for Warwickshire Police and the Chief Constable for West Mercia Police.
- 3.2 **Alliance -** Formed between the Chief Constables following a Collaboration Agreement dated 13<sup>th</sup> March 2012 between West Mercia Police, Warwickshire Police, West Mercia Police and Crime Commissioner and Warwickshire Police and Crime Commissioner.
- 3.3 **Board –** Information Strategy Board which is chaired by the DCC designated as SIRO on behalf of the Accountable Officers.

- 3.4 **Chief Constable** - Also known as the CC. The head of a regional or municipal police Force and in this Agreement being the Chief Constable of Warwickshire Police and the Chief Constable of West Mercia Police
- 3.5 **Data Controller** - Organisation who (either alone or jointly or in common with other persons) determines the purposes for and the manner in which any personal data are, or are to be, processed.
- 3.6 **Information Commissioners Office** - The Information Commissioner's Office (ICO) is a non departmental public body which upholds information rights in the public interest, promoting openness by public bodies and data privacy for individuals.
- 3.7 **Information Compliance Law-** Case law and Acts of Parliament that relate to the use and protection of personal information including the Data Protection Act 1998, Freedom of Information Act 2000, Computer Misuse Act 1990 and other relevant Act of Parliament
- 3.8 **National Police Chiefs' Council (NPCC)** is an organisation established on 1 April 2015 representing British police chiefs and acting as a national co-ordinating body for some police activities. It replaces the former Association of Chief Police Officers (ACPO),
- 3.9 **Organisation:** An organised group of people with a particular purpose, such as a business or government department. The Organisations to this Agreement being the CC of Warwickshire Police and the CC of West Mercia Police

- 3.10 **Personal Data** – Personal Data is as defined under the Data Protection Act 1998
- 3.11 **Police and Crime Commissioner** – Also known as the PCC. An elected official in England and Wales charged with securing efficient and effective policing of a police area.
- 3.12 **Senior Information Risk Owner** - The Senior Information Risk Owner (SIRO) is an Executive Director or Senior Management Board Member who will take overall ownership of the Organisation's Information Risk Policy, act as champion for information risk on the Board and provide written advice to the Accounting Officer and other key stakeholders as required

#### **4. PURPOSE**

The purpose of this agreement is to:

- 4.1 Give assurance to the Alliance and individuals whose data is processed that information management is dealt with legally, securely, effectively and efficiently.
- 4.2 Ensure that a SIRO for the Alliance is identified;
- 4.3 Ensure the role and responsibilities for the SIRO are clearly defined;
- 4.4 Minimise the risks of information security breaches prosecution and financial reputational penalties;
- 4.5 Ensure that the parties to the Alliance comply with their statutory functions as defined under the Data Protection Act 1998, Freedom

of Information Act 2000, Human Rights Act 1998, Computer Misuse Act 1990 and Common Law of Confidentiality

- 4.6 Ensure that the principles for secure information handling as set out in the Privacy Impact Assessment which is contained in Schedule 1 and Alliance policies and procedures are adhered to

## **5. COMMENCEMENT DATE**

- 5.1 This Agreement shall come into force on the                    day of 2017 and shall remain in force until varied or terminated under the terms of this Agreement.

## **6. ACCOUNTABLE OFFICER**

- 6.1 This Agreement recognises that the Chief Constable for each Force area is the Accountable Officer who has ultimate responsibility for information compliance law.
- 6.2 Each Chief Constable will ensure that it will take appropriate technical and organisation measures against unlawful and unauthorised processing of Personal Data and against accidental loss, destruction or damage to the Personal Data.
- 6.3 If there are any legal claims or breaches of the Information Compliance Law in relation to either Forces Personal Data then liability will reside with the relevant Chief Constable.
- 6.4 However, as agreed with the Information Commissioner's Office and with the National Police Chiefs Council subject to agreed criteria there would be no objections to a SIRO being appointed to

act on behalf of the Alliance as the strategic lead for information management and compliance.

## **7. THE SENIOR INFORMATION RISK OWNER (SIRO)**

This agreement recognises that the SIRO will be the Deputy Chief Constable (DCC) for West Mercia Police. The SIRO will also ensure:

- 7.1 That any serious data protection and information compliance issues are dealt with and referred to the Accountable Officers expediently;
- 7.2 A lead or manager is appointed to organise and enforce the Alliance's approach to data protection and information compliance,
- 7.3 A written report is provided to the Accountable Officers and Information Strategy Board regarding any information risk/security issues that may arise.

## **8. RESPONSIBILITIES OF THE SIRO**

The responsibilities of the SIRO are detailed in Schedule 2.

## **9. DELEGATIONS**

The SIRO may delegate responsibilities and reporting requirements to the Head of Knowledge and Information or other key stakeholders as considered appropriate or necessary. A record of any delegations is to be maintained.

## **10. FINANCIAL ARRANGEMENTS**

Funding for the standardisation of information management and compliance across the Alliance will be in accordance with the provisions as agreed in Clause 15 of the Collaboration Agreement dated 13<sup>th</sup> March 2012.

## **11. LIABILITIES AND INSURANCE**

- 11.1. Each Chief Constable will remain liable in law for the acts and omissions of police officers and police staff under their direction and control.
- 11.2 Each Chief Constable is responsible for and must ensure that they have adequate insurance in place in respect of police officers and police staff under their direction and control.
- 11.3 Each party agrees to indemnify the other party against actions or claims that may be brought or made against the indemnified party. Such claims arising from the improper use, disclosure or transfer of personal data by the indemnifying party under this agreement.

## **12. DISPUTE RESOLUTION**

- 12.1 Any dispute in relation to this Agreement that cannot be resolved through normal management processes should, where appropriate, be referred to the SIRO.

- 12.2 If the SIRO is unable to resolve the matter within 14 days of escalation then the matter should be referred to the Chief Constables as Data Controllers and Accountable Officers.
- 12.3 If the Chief Constables are unable to resolve the dispute, the parties agree to enter into mediation to settle the dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay'

### **13. TERMINATION OR VARIATION OF THE AGREEMENT**

- 13.1 The Agreement may be terminated by either party provided six months' written notice has been served on the other party.
- 13.2 The Agreement may be terminated by the parties by consent to be evidenced in writing.
- 13.3 The agreement may be varied with written consent of both parties.
- 13.4 In the event of termination of this agreement the parties will enter into good faith discussions to agree an exit strategy to ensure service delivery is maintained throughout the transition process.

## **14. NOTICES**

- 14.1 If any provision of this Agreement requires one party to give the other notice the said notice will be in writing to include electronic mail and by post.
- 14.2 Post will be deemed served the next working day. Email will be deemed served immediately.

## **15. THIRD PARTIES**

This Agreement does not create any right enforceable by any person not party to it. Nor can rights be assigned to a third party.

## **16. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

## **17. GOVERNING LAW**

- 17.1 The parties agree that this Agreement will be legally binding.
- 17.2 The Agreement shall be governed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

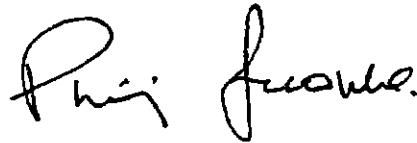


18. SIGNATORIES

SIGNED by the  
POLICE and CRIME COMMISSIONER  
for WEST MERCIA POLICE



SIGNED by the  
POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE



SIGNED by the  
CHIEF CONSTABLE OF  
WEST MERCIA POLICE



SIGNED by the  
CHIEF CONSTABLE of  
WARWICKSHIRE POLICE



## **SCHEDULE 1**

### **Privacy Impact Assessment**

**for:**

**The Provision of Incorporating the Roles of  
the Senior Risk Officer**

**for**

**'The Alliance' of Warwickshire Police and  
West Mercia Police**

## **SCHEDULE 2**

### **The Senior Information Risk Owner Handbook 2014**

**APPENDIX B**

**INFORMATION SHARING PROTOCOL BETWEEN  
POLICE AND CRIME COMMISSIONER AND CHIEF  
CONSTABLE**

DATED 3<sup>rd</sup> Nov 2015

2015

**JOINT OPERATING POLICY  
ON INFORMATION MANAGEMENT**

DATED:

19th November

2015

**PARTIES:**

- (1) Police and Crime Commissioner for West Mercia (PCC WM)
- (2) Police and Crime Commissioner for Warwickshire (PCC W)
- (3) Chief Constable of West Mercia Police (CC WM)
- (4) Chief Constable of Warwickshire Police (CC W)

**1. PURPOSE**

1.1 The purpose of this policy is to provide some guiding principles and to broadly express the inclusive and co-operative nature of the agreed joint approach to the lawful exchange of information between the Forces and PCCs' who are individually registered with the Information Commissioner's Office as Data Controllers.

1.2 It should be noted that for the purposes of this policy the terms "sharing", "exchanging" and "disclosing" have the same meaning and purpose as each other as do "information" and "data" have the same meaning as each other.

**2. DEFINITIONS**

**Chief Constable** - Also known as the CC. The head of a regional or municipal police Force and in this Agreement are the Chief Constable of Warwickshire Police and the Chief Constable of West Mercia Police

**Data Controller** - Organisation who (either alone or jointly or in common with other persons) determines the purposes for and the manner in which any personal data are, or are to be, processed.

**Disclosing Party** - The Organisation that discloses Confidential Information and/or personal data under this Agreement.

**Forces** – Both the Chief Constable of Warwickshire Police and the Chief Constable of West Mercia Police

**Organisation** - An organised group of people with a particular purpose, such as a business or government department. The Organisations to this Agreement are the PCC of Warwickshire Police, PCC of West Mercia Police, CC of Warwickshire Police and the CC of West Mercia Police

**Police and Crime Commissioner** – Also known as the PCC. An elected official in England and Wales charged with securing efficient and effective policing of a police area. The PCCs to this Agreement are the Police and Crime Commissioner of Warwickshire Police and the Police and Crime Commissioner of West Mercia Police

**Office of the Police and Crime Commissioner** – the office that supports the Police and Crime Commissioner in discharging the functions of the Police and Crime Commissioner

**Police and Crime Panel** – Organisation established to scrutinise the functions of the Police and Crime Commissioner.

**Legal Enactments** – Acts of Parliament that relate to the use and protection of personal information including the Data Protection Act 1998, Freedom of Information Act 2000, Computer Misuse Act 1990 and other relevant Acts of Parliament.

**Policy** - a course or principle of action adopted or proposed by an organisation or individual.

**Receiving Party** - the Organisation that receives Confidential Information and/ or personal data under this Agreement.

### **3. THE NECESSITY TO SHARE INFORMATION**

3.1 The Police Reform and Social Responsibility Act 2011 created the role of Police and Crime Commissioner (PCC) and Chief Constable (CC) as separate legal entities setting out a number of functions to be discharged by these roles. In order to discharge these functions there may be a need for information in possession of one party to be shared with another party or parties.

3.2 This document does not cover the activities of the PCC with the Police and Crime Panels (PCP) as the Forces will not normally be a party to these interactions. It is considered unlikely that the Forces will need to share information directly with the PCP.

### **4. LEGAL GATEWAYS**

4.1 Section 36 and Section 79 of the Police Reform and Social Responsibility Act provide the gateway for disclosures. Section 36 places an obligation on the CC to provide the PCC with such information on policing matters as may be required. Section 79 places an obligation on the PCC and the CC to have regard to the Policing Protocol in the exercise of their functions. The Policing Protocol is contained within Statutory Instrument 2011 No 0.2744, paragraph 19 of which states "in order to enable the PCC to exercise the functions of their office effectively they will need access to information and officers and staff within their force area. Such access to any information must not be unreasonably withheld or obstructed by the Chief Constable and/or fetter the Chief Constable's direction and control of the Force".



4.2 The joint vision of the PCC and the CC expresses this working relationship in practice as one which is committed to establishing and maintaining an open and constructive relationship built on straight and honest dealing. Although the PCC's primary relationship with the Forces is via the CC it is recognised that the PCC's office will have cause to communicate regularly with other parts of the organisation as well. The Forces will support the Commissioners in discharging their responsibilities by providing information, arranging access to Departments and encouraging contribution to relevant Boards and meetings.

4.3 The PCCs and the CCs are committed to having a shared policy on information assurance which is applicable to all the parties to this Agreement.

4.4 Where personal or sensitive personal data is disclosed through this Policy the sharing needs to be compliant with the Data Protection Act and Human Rights Act and any other legal enactments.

## **5. POLICY OVERSIGHT**

5.1 The disclosure of information will in the main be undertaken by individuals from either Organisation and they will individually be responsible for ensuring that their actions are in accordance with the terms of this policy. However the general oversight of the operation of the Joint Operating Protocol will be undertaken jointly by the following roles on behalf of each Organisation:

- Chief Executive, West Mercia OPCC
- Chief Executive Warwickshire OPCC
- Deputy Chief Constable West Mercia
- Deputy Chief Constable Warwickshire

5.2 These post-holders will also be responsible for an annual review of this policy to ensure continued relevancy and accuracy in light of practical working experience.

## **6. WHAT INFORMATION MAY BE SHARED**

6.1 In principle where relevant and necessary for the Office of the PCC to undertake its functions any information held by the Forces is potentially able to be shared. This will include both non-personal and personal data.

6.2 Sharing will not take place where there is no legal basis for sharing or where there are specific legal restrictions or where it would fetter, restrict or restrain the CC's direction and/or control of the Forces or where it may prejudice ongoing or potential investigations or prosecutions. If information disclosed by the Force(s) is designated as being not suitable for further dissemination (for example information that originated from the Security Services) the PCC undertakes to make no further disclosure without the explicit consent of the CC..

6.3 The PCC will also wish to share data with the Forces where it supports a policing or community safety purpose or where it is necessary to exercise the functions of the PCC.

6.4 It is recognised that a PCC may in circumstances restrict the sharing of data to a CC where the information is deemed as not suitable for further dissemination for example, following Secretary of State intervention and /or where there are ongoing and related disciplinary proceedings.

## **7. PROCESS FOR SHARING**

7.1 The approach to data sharing will vary depending on the circumstances and it is not the intention of this policy to attempt to capture or define those processes. However it is important that an appropriate level of data integrity is maintained within the mechanism that is considered as the most appropriate at the time of disclosure. Also, where reasonable to do so, disclosures of personal data must be noted on the original documentation or similar record to ensure that there is a simple audit trail for reference in any subsequent complaint or litigation process.

7.2 Where agents or volunteers are used by either party to process personal data on their behalf the parties have a responsibility to ensure that these agents act only within the designated remit of their role and that they treat the matters in a manner which preserves the confidence and integrity of the data. The physical means of doing so is a matter for each party, for example: a Data Processing Agreement, an undertaking of confidentiality declaration or other similar type of agreement.

## **8. USE OF INFORMATION**

8.1 Information shared under the terms of this policy shall only be used for the purposes for which it was provided or as otherwise required by common or statute law or as subsequently agreed with the relevant Data Controller.

8.2 In addition to any statutory requirements information must be managed and processed securely on a need to know basis and not further disclosed without the agreement of the disclosing party. In addition where protectively marked the receiving party will undertake to manage the information in accordance with that marking

8.3 As Data Controllers all parties are required to maintain an up to date notification to the Information Commissioner and are obliged to ensure that they have appropriate security measures, training, *policies and operating procedures in place to enable the effective processing of personal information by their staff and/or agents acting on their behalf.*

8.4 When the information is no longer required it must either be securely returned to the disclosing party or securely destroyed by appropriate means in accordance with the records management policy of the Forces.

## **9. COMPLAINTS**

9.1 In the event of a complaint being received about the information exchange or the manner in which it has been used by any party, the receiving party will advise the disclosing party as soon as possible so that the agreed complaints procedure for parties can be followed.

9.2 It is anticipated that the parties will, where appropriate, work together to resolve complaints. It is worth noting that as Data Controllers each party retains responsibility and liability for its own processing of personal data.

## **10. REQUESTS FOR INFORMATION UNDER THE DATA PROTECTION AND FREEDOM OF INFORMATION ACTS**

10.1 The parties will consult where appropriate to manage requests for information that may *originate from or impact on the operations of the parties.* Whilst all parties fully embrace the need for transparency it is recognised that there are occasions where the application of exemptions are both necessary and appropriate in the

greater public interest, for example to protect the integrity of operational policing.

**Data Protection Act (Subject Access)**

- 10.2 All requests for information under the Subject Access provisions of the Data Protection Act 1998 will be dealt with by the appropriate Data Controllers nominated representative.

**Freedom of Information Act**

- 10.3 All requests for information under the Freedom of Information Act 1998 will be dealt with by the nominated representative of each party

**11. SIGNATORIES**

- 11.1 By signing this Joint Operating Policy the PCC and CC acknowledge the requirements placed upon them when sharing information in support of the legitimate activities of any of the parties.

- 11.2 In accordance with 4.2 the signatories agree to review this policy annually



**SIGNED on behalf of  
POLICE and CRIME COMMISSIONER  
for WEST MERCIA POLICE**



**SIGNED on behalf of  
POLICE and CRIME COMMISSIONER  
For WARWICKSHIRE POLICE**



**SIGNED by the  
CHIEF CONSTABLE OF  
WEST MERCIA POLICE**



**SIGNED by the  
CHIEF CONSTABLE of  
WARWICKSHIRE POLICE**

## **APPENDIX C**

### **TERMS OF REFERENCE FOR ALLIANCE GOVERNANCE GROUP**

## **APPENDIX D**

### **TERMS OF REFERENCE FOR EXECUTIVE BOARD**



## **APPENDIX E**

# **STRATEGIC ALLIANCE FINANCE ARRANGEMENTS**

## **ALLIANCE COST SHARING ARRANGEMENT**

### **Section 22 Agreement (Section 19)**

Warwickshire PCC and West Mercia PCC are individual corporate bodies and as such always have the right to take individual decisions. They require individual financial accounts, budgets and undertake appropriate tax arrangements. The following sets out the basis of the principles and basis of the cost sharing arrangement between Warwickshire Police and West Mercia Police. The Agreement makes provision to undertake an annual review of the cost sharing arrangement. This review should take place prior to the commencement of the financial year to allow each PCC to accommodate the financial consequences in their respective Medium Term Financial Plans (MTFP).

The scope of the cost share arrangement relate to the alliance between Warwickshire Police and West Mercia Police. It is ultimately for the PCC's to decide on changes to this arrangement, having been referred for consideration by the Treasurer to the PCCs and Chief Finance Officer to the Chief Constables. There is a requirement to consult External Audit on the cost share arrangement, as set out in the statement of accounts so that they can undertake their statutory duty to determine that transactions have been dealt with in accordance with accounting standards and present a true and fair view of the financial position of the entities making up the alliance.

The PCC's have also agreed cost sharing arrangements in relation to the sharing of Treasurer, Deputy Treasurer and Estates Manager posts as further set out below.

One of the objectives of the alliance is to create greater opportunities to maximise financial savings, through reduced duplication of roles, and doing things once. Where activity is undertaken jointly the resulting cost is pooled and shared on an agreed basis between the two forces. The number of cost pools represents the amount of collaborated activity occurring.

Each force's ability, in the long-term, to meet costs is limited to Net Revenue Expenditure (NRE) backed by government grant and the precept. Therefore, it is important that the share of costs that each force bears is **fair and equitable, affordable and stable**. This is achieved by pooling and smoothing costs over the long-term and sharing costs based on NRE, which is affordable.

Fairness refers to levying an appropriate charge for the level of policing services each force receives. This needs to be viewed over a longer period of time rather than as a snap shot in time. For example, specialist alliance resources will be deployed to where they are required while providing resilience through access to specialist services that may otherwise not be

available to each force separately. On the other hand day to day resources may need to be deployed across the alliance in line with the policing model and the basis of the cost share arrangement.

Each PCC is a separate corporate body with the power to take their own tax setting and budgetary decisions in relation to their force. These decisions are ultimately manifested in the resulting NRE or the use of earmarked reserves in the short-term. In the long-term income generation may also provide for differing levels of service.

In the event that precept is raised to fund specific activity this needs to be separately identified and charged (non-pooled), which represents the funding (budget) each PCC is making available for that activity.

Posts will be either pooled 100% or non-pooled.

The following budgets are non-pooled on the basis of the wider governance arrangements, for example property costs, their statutory footing e.g. Safer Roads Partnership, or assets owned by each PCC or to retain control over activities:

- Income
- Grant income
- Property
- Pensions, (ill health retirements, injury pensions)
- Borrowing costs
- PFI payments
- PCC Costs except as set out below
- External audit
- Bank charges
- Insurance premiums
- Notionally calculated charges e.g. PNC unless directly relevant to pooled activity

At the inception of the alliance NRE was in the proportion 69:31 (West Mercia : Warwickshire), each year a review should take place to ensure this ratio remains appropriate and whether costs should be treated differently as a consequence of local decision making.

After costs have been pooled and shared a cash payment will be made from one force to the other to bring actual payments in line with those derived through the cost share arrangement. To assist with cash flow this will be done monthly.

## Example

### Cost Pool Shared Service

	Warwickshire	West Mercia	Total
Pooled Cost			
Employees	200	500	700
Running costs	300	400	700
Total Pooled Cost	500	900	1,400
Cost Share 31:69	434	966	
Property	200	200	400
Income	(60)	(100)	(160)
<b>Total Cost</b>	<b>574</b>	<b>1,066</b>	<b>1,640</b>

### PCC Costs

The PCCs have entered into a s.22 Collaboration Agreement as set out in Appendix E and have agreed cost sharing arrangements in respect of the Treasurer, Deputy Treasurer and Estate Manager posts. The posts are 100% pooled and other than in respect of the Treasurer where costs are shared on a 50:50 basis, the other posts will be shared in accordance with the proportions agreed for the alliance, currently 69:31 (West Mercia:Warwickshire).