

Collaboration Agreement Pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011)

relating to the

**Phase 1 Forensic Services Four Police Service
Collaboration in the South West Region**

**Police and Crime Commissioner for Avon and
Somerset**

- And -

**Police and Crime Commissioner for Devon and
Cornwall**

- and -

Police and Crime Commissioner for Dorset

- and -

Police and Crime Commissioner for Wiltshire

- and -

Chief Constable of Avon and Somerset Constabulary

-and-

Chief Constable of Devon and Cornwall Constabulary

- and -

Chief Constable of Dorset Police

- and -

Chief Constable of Wiltshire Police

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THIS AGREEMENT is made on

8th July 2014

BETWEEN

1. Police and Crime Commissioner for Avon and Somerset
2. Police and Crime Commissioner for Devon and Cornwall
3. Police and Crime Commissioner for Dorset
4. Police and Crime Commissioner for Wiltshire
5. Chief Constable of Avon and Somerset Constabulary
6. Chief Constable of Devon and Cornwall Constabulary
7. Chief Constable of Dorset Police
8. Chief Constable of Wiltshire Police

IT IS AGREED

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 The Chief Constables have identified significant operational and business benefits in terms of increased capacity, capability and resilience in establishing the FS1 to provide the Services in the geographical areas for which they are responsible for policing.
- 1.2 The Commissioners have resolved to establish the FS1 comprising officers and staff from the police forces they maintain.
- 1.3 This Agreement is made between the Parties pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Act.
- 1.4 For the purposes of Section 23(5) of the Act, the Chief Constables have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective forces.
- 1.5 For the purposes of Section 23A(5) of the Act, the Commissioners have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the Commissioners and the forces they maintain.
- 1.6 For the purposes of Section 22A of the Act this Agreement contains a force collaboration provision and a policing body and force collaboration provision.

2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011);
"Agreement"	means this agreement and the appendices to it
"Business Case"	means the Regional Forensic Services Collaboration Project Business Case for the Services dated 21 November 2013 as varied by the Four Force Collaboration Adjustment dated 1 April 2014;

"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCDC"	means the Chief Constable of Devon and Cornwall Constabulary;
"CCDP"	means the Chief Constable of Dorset Police
"CCWP"	means the Chief Constable of Wiltshire Police
"Chief Constables"	means CCAS, CCDC, CCDP, and CCWP and " Chief Constable " will be construed accordingly;
"Commencement Date"	means 8 October 2014
"Commissioners"	means PCCAS, PCCDC, PCCD, and PCCW and " Commissioner " will be construed accordingly;
"Commissioning Board"	means the Commissioning Board more particularly described in clause 4 of this Agreement;
"Deliverables"	means the tangible and intangible products to be provided by PCCD to the Participating Authorities under clauses 20.3, 20.4, and 20.5 of this Agreement;
"FS1"	means the phase 1 forensic service collaboration established by the Parties;
"FS1 Budget"	means the funding for the FS1 to be provided by the Parties;
"Head of Forensic Services"	means the Head of Forensic Services for FS1 appointed in accordance with clause 6 of this Agreement
"Home Force"	means the Chief Constable of the force of which a police officer is a member or who employs a police staff member, or the Commissioner who employs a police staff member, as the case may be;
"ICT"	means information and communications technology;
"LAS"	means Lead Authority for the provision of the Software
"Lead Officer"	means the lead officer for the FS1 appointed in accordance with clause 5 of this Agreement;
"Management Board"	means the Management Board more particularly described in clause 4 of this Agreement;
"Participating Authority"	means all Parties except PCCD
"Parties"	means PCCAS, PCCDC, PCCD, PCCW, CCAS, CCDC, CCDP, and CCWP and " Party " shall be construed accordingly;
"PCCAS"	means the Police and Crime Commissioner for Avon and Somerset
"PCCDC"	means the Police and Crime Commissioner for Devon and Cornwall
"PCCD"	means the Police and Crime Commissioner for Dorset
"PCCW"	means the Police and Crime Commissioner for Wiltshire
"Relevant Contributions"	means the proportions relating to each Party

	as set out in clause 18.1 subject to any variation made in accordance with clause 11.4.1 or clause 18.2 of this Agreement.
"Services"	means the forensic services to be provided through FS1 comprising fingerprint / identification bureaux, chemical enhancement laboratories, submissions units, and a drugs analysis unit more particularly set out in Appendix A to this Agreement.
"Software"	means: <ul style="list-style-type: none"> • Socrates v7.1 Suite • SocDNA • FOTS • (Dorset only) v7 License • SocWeb • PNC • SocEASI
"Software Contract"	means a contract for the licensing and support of the Software made between PCCD and Specialist Computer Centres PLC
"Year"	means each year commencing 8 October 2014 so that the first Year commences on 8 October 2014 and ends on 7 October 2015 and the second Year commences on 8 October 2015 and so on;

2.2 In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same 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);
- (e) any phrase introduced by the terms "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;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;

- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) 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;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this agreement the neuter singular gender shall include all genders and the plural.

3. SCOPE AND PURPOSE OF AGREEMENT

- 3.1 This Agreement legislates for the establishment of the FS1 and the provision of the Services through the FS1 in the geographical areas where the responsibility for policing lies with the Parties.
- 3.2 The Appendices to this Agreement will have effect.
- 3.3 This Agreement will be deemed to have effect from the Commencement Date.
- 3.4 This Agreement and the basis for the FS1 will be a joint services agreement.

4. GOVERNANCE AND MANAGEMENT

Commissioning Board

- 4.1 The Commissioners shall establish the Commissioning Board which will provide governance strategic oversight and scrutiny of the FS1.
- 4.2 The Commissioners or their nominated representatives will be the membership of the Commissioning Board. The Chief Constables or their nominated representatives will be invited to attend meetings of the Commissioning Board.
- 4.3 The Chair of the Commissioning Board will be held by each of the Commissioners or their nominated representatives as applicable by rotation on an annual basis.
- 4.4 The Commissioning Board will meet at least every 6 months.
- 4.5 The terms of reference of the Commissioning Board will include the terms set out in Appendix B to this Agreement.

Management Board

- 4.6 The Chief Constables shall establish the Management Board the terms of reference of which will include the matters set out in Appendix C.
- 4.7 The Chief Constables or their nominated representatives will be the membership of the Management Board. The Commissioners or their nominated representatives will be invited to attend meetings of the Management Board.
- 4.8 The Chair of the Management Board will be agreed by the Chief Constables.
- 4.9 The Management Board will meet every 3 months.

5. LEAD OFFICER

- 5.1 The Commissioning Board will approve the nomination of the Chief Constables for the Lead Officer (who must be the best qualified officer for the role from the participating police services identified through a fair and transparent process).
- 5.2 The Lead Officer will be responsible for the following elements of FS1:
- a) Implementing the strategy set by the Commissioning Board without prejudicing the operational independence of the Chief Constables.
 - b) Managing the Head of Forensic Services.
 - c) Ensuring FS1 is run efficiently and effectively.

6. HEAD OF FORENSIC SERVICES

- 6.1 The Head of Forensic Services will be appointed by the Chief Constables following a fair and transparent recruitment process.
- 6.2 If the Head of Forensic Services who is appointed under clause 6.1 of this Agreement is an existing employee of any of the Commissioners or Chief Constables he or she will be deployed into FS1 by the relevant Commissioner or Chief Constable.
- 6.3 If the Head of Forensic Services who is appointed under clause 6.1 of this Agreement is not an existing employee of any of the Commissioners or Chief Constables he or she will be employed by PCCDC.
- 6.4 The Head of Forensic Services will be responsible for the following elements of FS1:
- a) Tasking, ensuring that all Chief Constables have access to the Services on a 24/7 basis.
 - b) Ensuring that all officers and staff deployed into FS1 receive consistent training appropriate to their specialism.
 - c) Promoting so far as reasonably practicable the application of common systems and processes by all police services involved in FS1.
 - d) Ensuring that each Chief Constable will have the resources for the Services he or she requires to deal with an incident in the relevant Chief Constable's force area.

7. HOST POLICE SERVICE

- 7.1 PCCDC and CCDC will host FS1 which means that PCCDC and CCDC will have the following roles in respect of FS1:
- a) PCCDC will employ the Head of Forensic Services if the relevant person is not an existing employee of any of the Commissioners or the Chief Constables.
 - b) CCDC or his authorised representative will administer the financial arrangements for FS1.
 - c) Any claims in respect of any activity or conduct of FS1 will be notified to Devon and Cornwall's Legal Services Directorate which shall maintain a central database

including recording outcomes. Devon and Cornwall's Legal Services Directorate will consult and agree claims handling with the Parties dependent on the nature of the liability and the extent to which FS1 is involved in the overall claim. Instructions will be given by the Head of Forensic Services as required in respect of the handling of any claim. Devon and Cornwall's Legal Services Directorate will report on a six monthly basis to the Commissioning Board.

8. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the Commencement Date and shall continue in full force and effect until terminated in accordance with Clause 11.

9. MONITORING AND REVIEW OF THE FS1 AND THIS AGREEMENT

- 9.1 This Agreement and the FS1 shall be reviewed by the Parties in accordance with this Clause 9.
- 9.2 There shall be an ongoing review and assessment by the Commissioning Board of this Agreement and the FS1 to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.
- 9.3 At the end of each financial year the FS1 will be reviewed by the Commissioners and the Chief Constables such review to include an assessment of:
- (a) the performance of the FS1, including an analysis of the costs, benefits and risks of the collaboration both in the region and each relevant force area; and
 - (b) progress against the key objectives identified in the Business Case

10. VARIATION OF AGREEMENT

10.1 *Variation*

This Agreement may only be varied with the unanimous consent of all the Parties.

10.2 *Invitation To Other Police and Crime Commissioners and Chief Constables*

With the prior written consent of all the Parties, additional police and crime commissioners and chief constables in the United Kingdom may be invited to join the FS1 and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate other police and crime commissioners and chief constables joining the Agreement) varies the terms of this Agreement.

11. TERMINATION AND WITHDRAWAL

- 11.1 This Agreement may be terminated with the unanimous consent of all the Parties.
- 11.2 The Agreement will be terminated in accordance with the provisions of the Act
- 11.3 Any Party may withdraw from this Agreement by giving not less than twelve (12) months written notice of its intention to the other Parties.
- 11.4 In the event that clause 11.3 has effect:

- 11.4.1 the Commissioning Board will revise the Relevant Contributions amongst the remaining Parties; and
- 11.4.2 the outgoing Party will be entitled either to retain a proportion of the assets acquired for use by the FS1 calculated on the basis of its Relevant Contribution or an equivalent payment approved by the Commissioning Board

12. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

12.1 *Facilities, Assets, Accommodation, Equipment (including ICT)*

Each Party to the Agreement on its date of termination will be entitled to a share of the assets (or their value) purchased for the FS1 after its commencement calculated in accordance with the Relevant Contributions.

12.2 *Police Officers and Police Staff*

The police officers and police staff deployed into the FS1 shall return to their Home Force and direction and control (and all associated liability) shall lie with the Commissioner or Chief Constable of their Home Force as the case may be.

12.3 *General duty to act in good faith*

The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the FS1 to ensure continuity of service in both force areas.

12.4 *Unspent funding*

Each Party to the Agreement on its date of termination will be entitled to a share of any unspent funding allocated to FS1 by the Parties calculated in accordance with the Relevant Contributions

13. DISPUTE RESOLUTION

- 13.1 Any difference or dispute between any of the Chief Constables arising out of or in connection with this Agreement, including any question as to the validity of this Agreement and any dispute arising before or after termination of this Agreement that cannot be resolved by the Chief Constables will be referred to the Commissioning Board for resolution.

14. DIRECTION AND CONTROL AND ACCOUNTABILITY

14.1 *Direction and Control*

- 14.1.1 The Parties agree that direction and control of incidents involving the Services provided through FS1 will belong to the Chief Constable of the force area where the incident arises unless direction and control is transferred by agreement between the Chief Constables.

14.2 *Accountability*

- 14.2.1 The Head of Forensic Services will be accountable to the Lead Officer

- 14.2.2 The Lead Officer will be accountable to the Management Board.
- 14.2.3 The Management Board will be accountable to the Commissioning Board.
- 14.2.4 Each Chief Constable will remain accountable to his or her PCC for the Services delivered by FS1 within his or her police force area.

14.3 *Complaints and misconduct*

Any complaint or allegation of misconduct arising from the staff or officers deployed into the FS1 will be investigated where it occurs. If any disciplinary action is required it will be carried out by the Home Force of the relevant officer or police staff member.

14.4 *Liability*

- 14.4.1 Each Chief Constable will manage public liability claims arising from incidents the response to which is under his or her direction and control. Employer's liability claims will be managed by the employing Home Force.

15. POLICE STAFF

- 15.1 The roles and staff to be deployed into FS1 are set out in Appendix D to this Agreement .
- 15.2 The numbers of police staff (and their roles) to be provided by each of the Parties at the commencement of this Agreement will be determined by the Management Board and approved by the Commissioning Board. The roles and numbers of staff to be deployed into FS1 and provided by the Parties may be varied with the approval of the Management Board, subject to the agreement of the Commissioning Board where the variation will have a financial impact on any Party.
- 15.3 The Parties agree that the staff deployed into the FS1 in accordance with this Clause 15 or Clause 6.2 shall continue as employees of their Home Force irrespective of their place of work and as such the Home Force shall remain responsible for their pay, welfare, pensions, employment terms and conditions and all other respective employment and service matters.
- 15.4 Notwithstanding any working practices and policies for the FS1 Parties acknowledge and agree that they are committed to:
- (i) promoting equality and fairness and creating a working environment where diversity is recognised, valued and celebrated;
 - (ii) treating all police officers and police staff with dignity and respect, ensuring equality of opportunity in all areas of the working relationship; and
 - (iii) developing police officers and police staff in order to realise their full potential.
- 15.5 The Parties will agree the working policies and practices that are to apply to FS1.
- 15.6 Subject to clause 15.7 of this Agreement for the purposes of the force collaboration provision contained in this Agreement the Chief Constables confirm that the holders of the civilian employee posts listed in Appendix E to this Agreement are designated under section 38B of the Police Reform Act 2002 with the authority to discharge the functions listed in section 38 of the Police Reform Act 2002 (as amended) in connection with the provision of the Service for the police forces participating in FS1.

- 15.7 The designation under clause 15.6 of this Agreement of the holders of the civilian employee posts listed in Appendix E to this Agreement is subject to:
- 15.7.1 The holder of a civilian employee post listed in Appendix E to this Agreement having the same relevant designation under section 38 of the Police Reform Act 2002 in the Home Force which employs him or her;
- 15.7.2 The reporting of the holders of civilian employee posts listed in Appendix E to this Agreement and the functions under section 38 of the Police Reform Act 2002 they are to exercise to the Management Board.
- 15.8 The Parties agree that the holders of the civilian employee posts listed in Appendix E to this Agreement and the functions under section 38 of the Police Reform Act 2002 they are to exercise for the purposes of the collaboration the subject of this Agreement may be varied by the Management Board.
- 15.9 The Parties shall agree appropriate health and safety arrangements for FS1.

16. PUBLIC INTEREST DISCLOSURES

The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided for individuals under the Public Interest Disclosure Act 1998 ("PIDA") who disclose information so as to expose malpractice and matters of similar concern (known as "whistleblowers"), police officers and police staff shall be entitled to report such "whistleblowing" matters back to their Home Force and it is their Home Force who shall be obliged to give such legal protection pursuant to PIDA.

17. DATA COLLECTION MODEL

- 17.1 The Parties shall agree a data collection model for the purposes of recording the performance of the FS1 for presentation to both the Commissioning Board and the Management Board.

18. COST OF FS1

- 18.1 Subject to clauses 11.4.1 and 18.2 the Parties agree that the Relevant Contributions will be as follows:

Avon and Somerset	35.3%
Devon and Cornwall	30.5%
Dorset	18.8%
Wiltshire	15.4%

- 18.2 The Parties agree that the Relevant Contributions shall be reviewed by the Commissioning Board on the date falling 12 months from the Commencement Date and that the Relevant Contributions shall be varied between the Parties where it is fair and reasonable to do so.
- 18.3 Save as provided in clauses 18.5 and 19, the FS1 Budget will be borne by the Parties in the Relevant Contributions.
- 18.4 The FS1 Budget in each Year will be agreed by the Commissioning Board before the start of the relevant Year.
- 18.5 The Parties agree that in the event the FS1 Budget for the first Year exceeds £3,500,000 the contributions of the Parties to the FS1 Budget for the first Year shall be determined by the Commissioning Board. In the event that this clause 18.5 has

effect and the contributions of the Parties to the FS1 Budget for the first Year vary from the Relevant Contributions balancing payments shall be made between the Parties where necessary.

- 18.6 The Parties agree that if the amount of the FS1 Budget is exceeded in the second or any subsequent Year the additional costs will be apportioned amongst the Parties in the Relevant Contributions.
- 18.7 For the avoidance of doubt the FS1 Budget shall not include any costs incurred by any of the Parties for the supply of forensic services from any body other than FS1.
- 18.8 In each six month period calculated from the Commencement Date CCDC or his authorised representative will send to each other Party a report on the expenditure from the FS1 Budget in the relevant six month period.

19. FACILITIES AND EQUIPMENT

- 19.1 The Commissioners will agree the assets they will contribute to FS1 when it commences. The ownership of those assets will remain with the Commissioner or Chief Constable that contributes them.
- 19.2 In the event that any other assets are required for FS1 after it commences the Commissioning Board and Management Board will determine which Commissioner will acquire and own them.
- 19.3 Where it is agreed that assets should be acquired by a Commissioner while this Agreement is in full force and effect for shared use the assets will be recorded in an asset register and the cost of acquisition will be shared through a transfer of funding according to the Relevant Contributions.
- 19.4 In respect of ICT to be used by the FS1 for the purposes of this Agreement:
 - (a) each Party shall allow the other Parties to access and use his or her respective ICT;
 - (b) each Party shall provide the other Parties with sufficient training (at no cost) so that each member of the FS1 is capable of accessing and using the other Parties' ICT; and
 - (c) each Party will bear the cost it incurs to enable the convergence of ICT between all the Parties.

20. PROCUREMENT

- 20.1 The Commissioning Board will agree which Party will procure the assets for the FS1 from the date of commencement of this Agreement.
- 20.2 Each Participating Authority hereby appoints PCCD as the LAS to fulfil the functions set out in clauses 20.3, 20.4, 20.5 below:
- 20.3 PCCD shall procure the provision of the Software for each of the Participating Authorities in accordance with the terms of the Software Contract.
- 20.4 PCCD shall procure that the owners or authorised licensors of the Software grant to each of the Participating Authorities a licence to use the Software on the licence terms set out in the Software Contract.

- 20.5 PCCD shall procure the provision of the support and maintenance of the Software for each of the Participating Authorities in accordance with the terms of the Software Contract.
- 20.6 Subject to clause 20.7 of this Agreement the Participating Authorities shall reimburse the total costs and charges incurred by PCCD on behalf of the Parties under the Software Contract in the Relevant Contributions against production of appropriate invoices in support.
- 20.7 PCCD shall use any external funding received for the procurement of the Software (whether it is from the Home Secretary's innovation fund or otherwise) to pay the costs and charges he incurs under the Software Contract before seeking any reimbursement of such costs and charges from the Participating Authorities.
- 20.8 Subject to clauses 20.9 and 20.10, each Participating Authority shall indemnify PCCD in the Relevant Contributions against all costs, damages, expenses, losses, and any liabilities whatsoever which PCCD may howsoever incur as a result of acting within the scope of his authority under this Agreement as LAS except to the extent such costs, damages, expenses, losses, and liabilities arise directly from the negligence of PCCD.
- 20.9 A Participating Authority shall not be liable to the PCCD pursuant to clause 20.8 if and to the extent that the relevant claim arises out of any action or omission of PCCD which is outside the scope of his authority as LAS under this Agreement.
- 20.10 Where a claim is made by any third party against a Participating Authority in relation to any of the Deliverables then if and to the extent that such claim arises out of any action or omission of PCCD acting outside the scope of his authority as LAS PCCD shall indemnify the relevant Participating Authority in respect of such matter.

21. INSURANCE AND INDEMNITY

21.1 Insurance

- 21.1.1 Each Party shall maintain insurance arrangements to cover his / her obligations under this Agreement.
- 21.1.2 Each Chief Constable will be responsible for public liability claims arising from incidents the response to which is under his or her direction and control, and employer's liability claims from officers and staff in his or her police force.
- 21.1.3 The Chief Constable of the police force to which the Lead Officer belongs will arrange for insurance to cover the role of the Lead Officer.
- 21.1.4 PCCDC will arrange for insurance to cover the role of the Head of Forensic Services.

21.2 General Indemnity

Each Party shall indemnify the other Parties against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred or

brought as a result of his / her negligence and/or breach of his / her obligations under this Agreement

22. AUDIT AND INSPECTION

Any audits and/or inspections shall be co-ordinated by the Commissioning Board.

23. INFORMATION MANAGEMENT

23.1 All Parties shall share information where appropriate to fulfil the purposes of the FS1, subject to any conditions imposed by the Party providing the information in respect of such disclosure (including information obtained under the Regulation of Investigatory Powers Act 2000 and from CHIS).

23.2 Any request for information under Freedom of Information Act 2000 or Data Protection Act 1998 received in respect of the FS1 shall be co-ordinated by the Lead Officer and dealt with by the Parties accordingly.

24. BOILER PLATE PROVISIONS

24.1 PUBLICATION

The Parties agree that the provisions of S23E Police Act 1996 will be discharged by each party by the publication of this Agreement..

24.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

24.3 NO AGENCY OR PARTNERSHIP

24.3.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.

24.3.2 None of the Parties shall act or describe itself as the agent of any other Party, nor shall he or she make or represent that he or she has authority to make any commitments on the behalf of any other Party.

24.4 ENTIRE AGREEMENT

This Agreement, including its Appendices, sets 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 them.

24.5 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of his or her respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

24.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

24.7 COUNTERPARTS

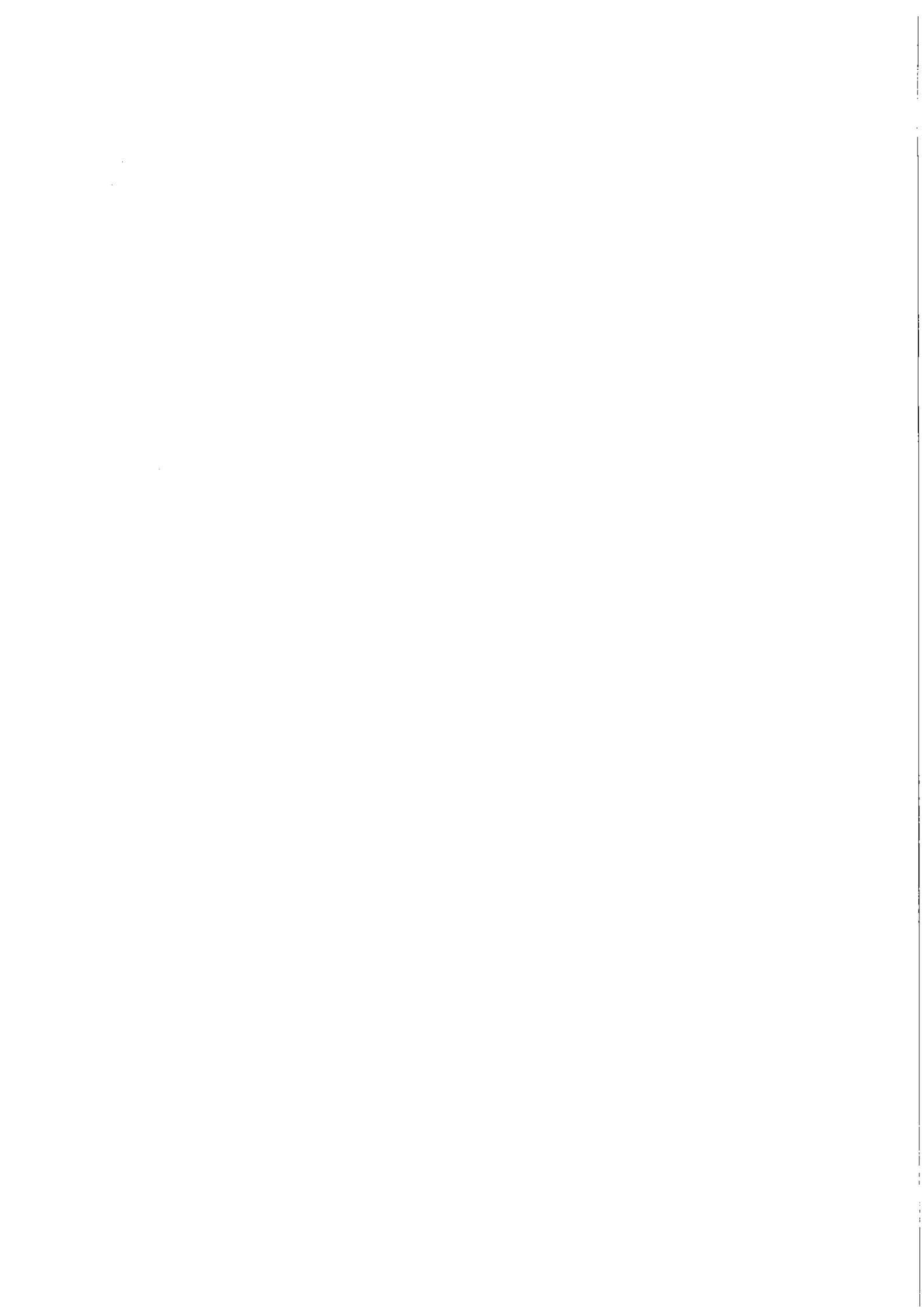
This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.

24.8 LEGALLY BINDING

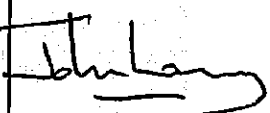

The Parties agree that this Agreement shall be fully legally binding between the Parties.

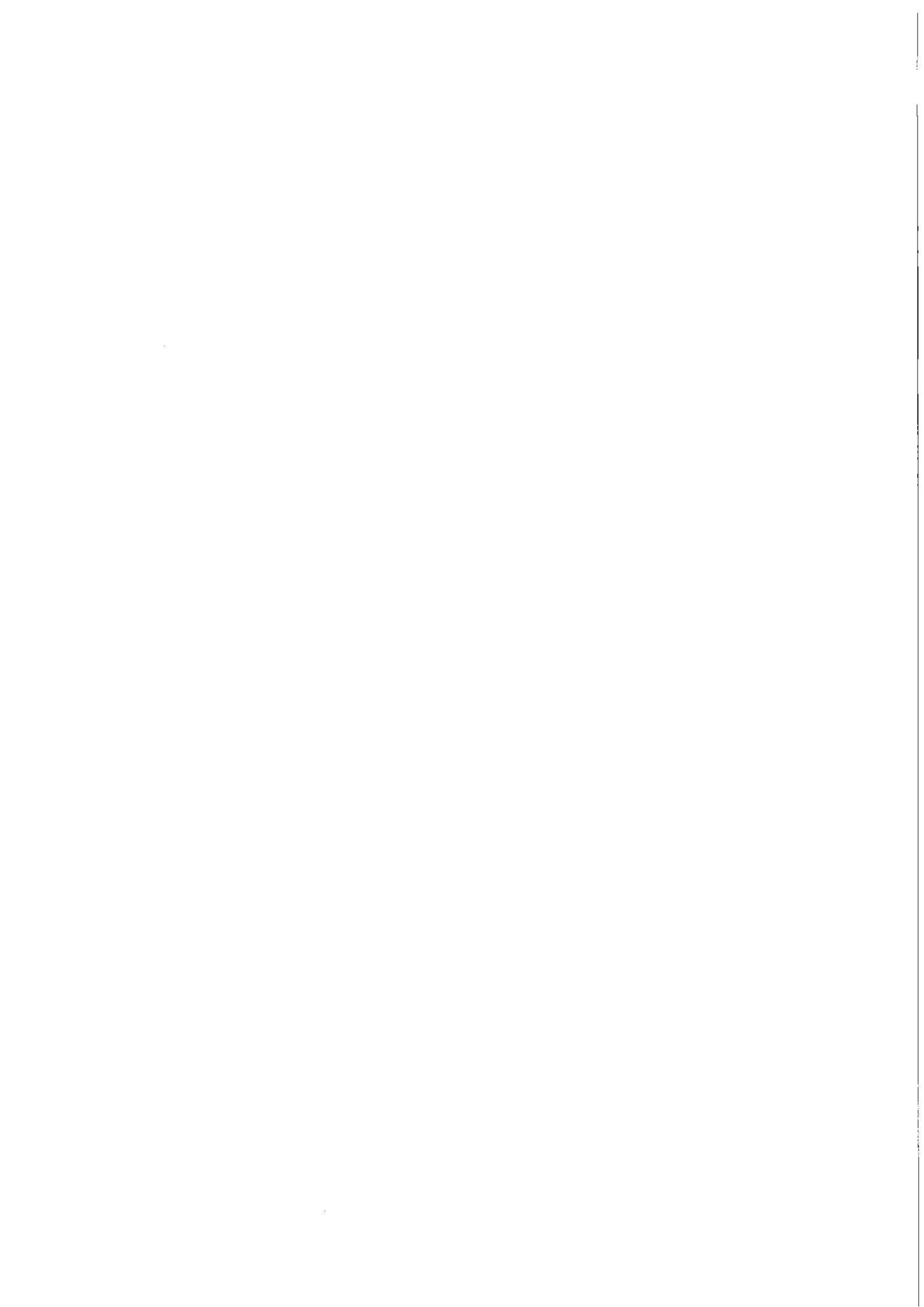
24.9 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

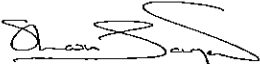



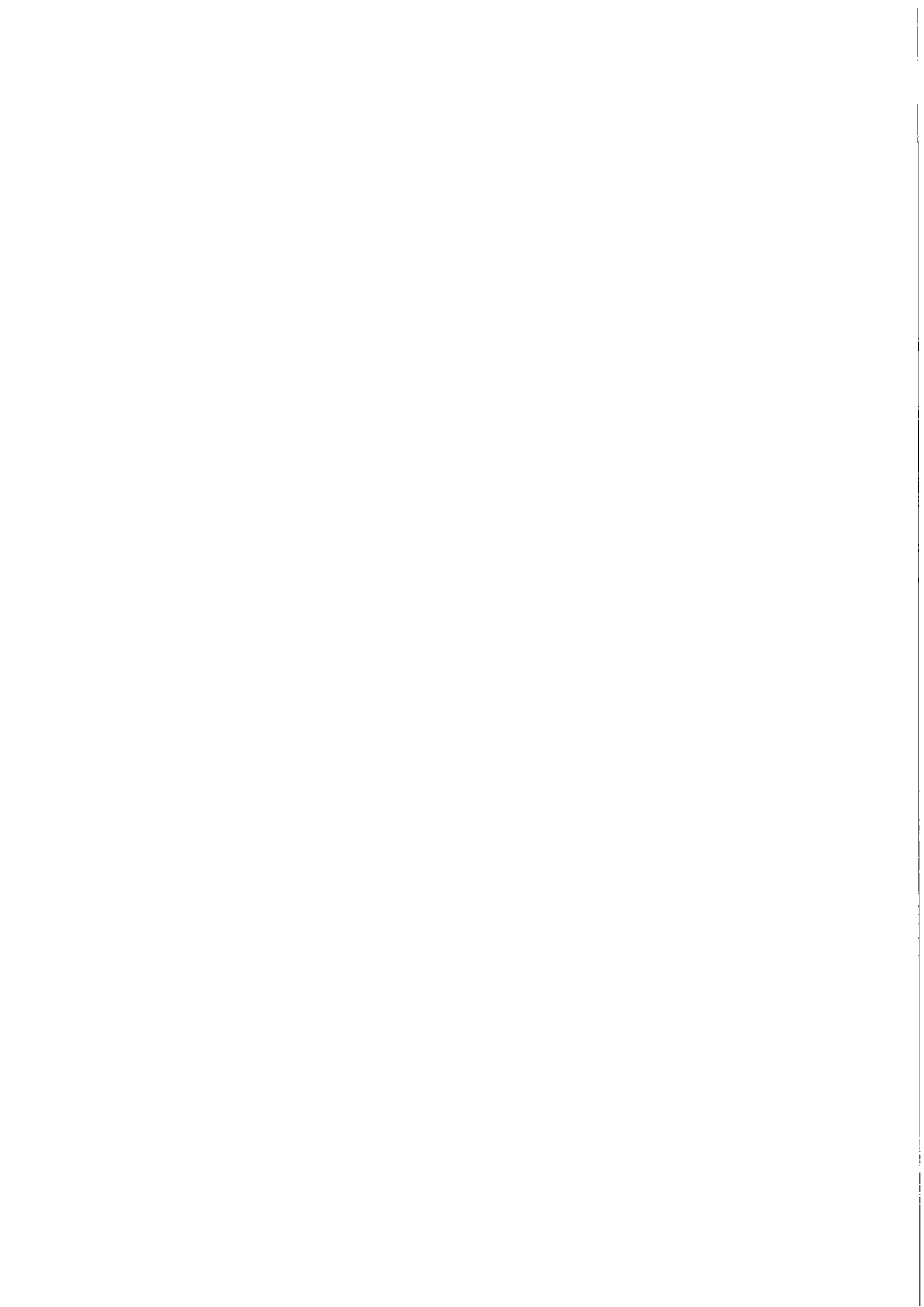
IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		30/6/14.
Police and Crime Commissioner for Avon and Somerset		25/6/14.
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		



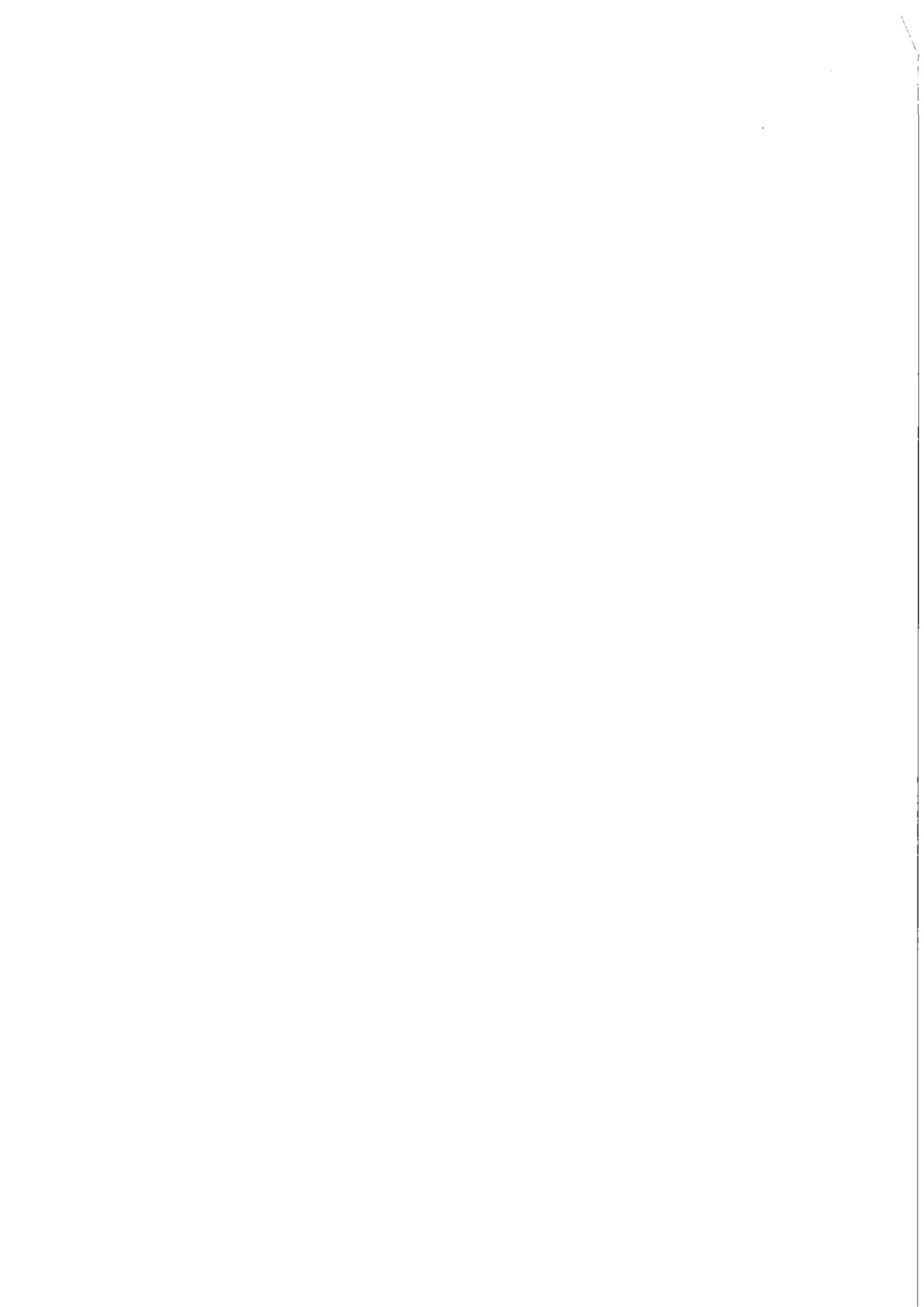
IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		





IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police	<i>Dunpser</i>	26 th /2014
Police and Crime Commissioner for Dorset	<i>Wilder</i>	25/6/14.
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		



IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		
Police and Crime Commissioner for Devon and Cornwall		
Chief Constable of Dorset Police		
Police and Crime Commissioner for Dorset		
Chief Constable of Wiltshire Police		7/7/14.
Police and Crime Commissioner for Wiltshire		2/7/14

Appendix A – Services Description

This Agreement provides for the delivery of the following forensic services to the police services of Avon and Somerset, Devon and Cornwall, Dorset, and Wiltshire.

- Identification - fingerprints, footwear
- Laboratories - chemical enhancement, drug analysis
- Forensic submissions

The Services will support the investigation of volume, serious and major crime.

The Identification function will include the processing of samples from both custody as well as crime scenes. The custody function will process the fingerprints, footwear as well as DNA samples taken from detainees. The fingerprint and footwear marks from crime scenes will be analysed and compared to other samples.

The Laboratory function will include the processing of samples submitted for chemical treatment as well as drugs analysis. Items with latent fingerprint and footwear marks will be chemically treated in order for those marks to become visible, and possible for further analysis and comparison. The drugs function will classify, quantify and analyse samples.

The Forensic Submissions function will undertake a pre-submission assessment of samples being considered for analysis by an external forensic service provider, and will agree a forensic submissions strategy for each case. The pre-assessment (cost benefit analysis of the examination requirements) will seek to ensure that submissions are scientifically viable, support the investigation and provide value for money. The submissions function will also act as liaison between the Parties and the forensic service providers, including the West Coast Forensic Consortium, and will ensure compliance with the agreed contracts. The function will closely monitor forensic budgets, including current and anticipated spends.

The Services will be provided primarily within normal office hours. Specific functions, however, will operate outside office hours, with Fingerprints operating at the weekend and, Identification as well as Laboratories providing an on-call facility.

The Head of Forensic Services will ensure that the necessary integrity, continuity and archiving of exhibits is properly managed.

Appendix B – Terms of Reference of the Commissioning Board

To provide governance, strategic oversight and scrutiny of FS1.

To set the FS1 Budget.

To review the Relevant Contributions and to vary the Relevant Contributions where it would be fair and reasonable between the Parties to do so.

To review the performance of FS1.

To approve the resourcing requirements for FS1.

To deal with strategic HR issues including approving employment and service matters that are to apply to the police staff deployed into FS1.

To approve the nomination of the Chief Constables for the Lead Officer for the collaboration (who must be the best qualified officer for the role from the participating Forces)

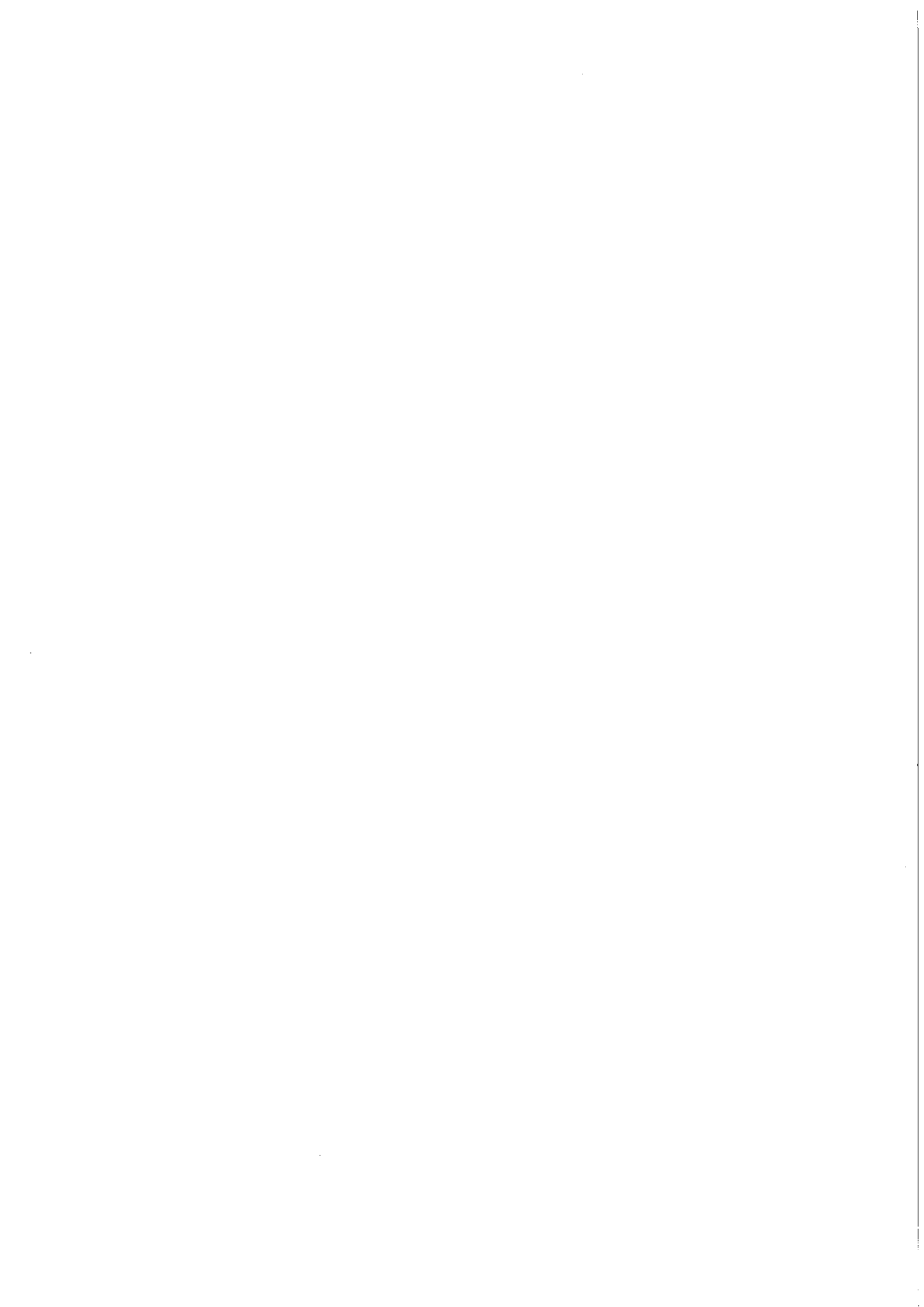
Appendix C – Terms of Reference of the Management Board

To review the tasking and performance of FS1

To resolve where practicable any human resource issues arising between the Parties in connection with the provision of the Services that are not to be considered by the Commissioning Board

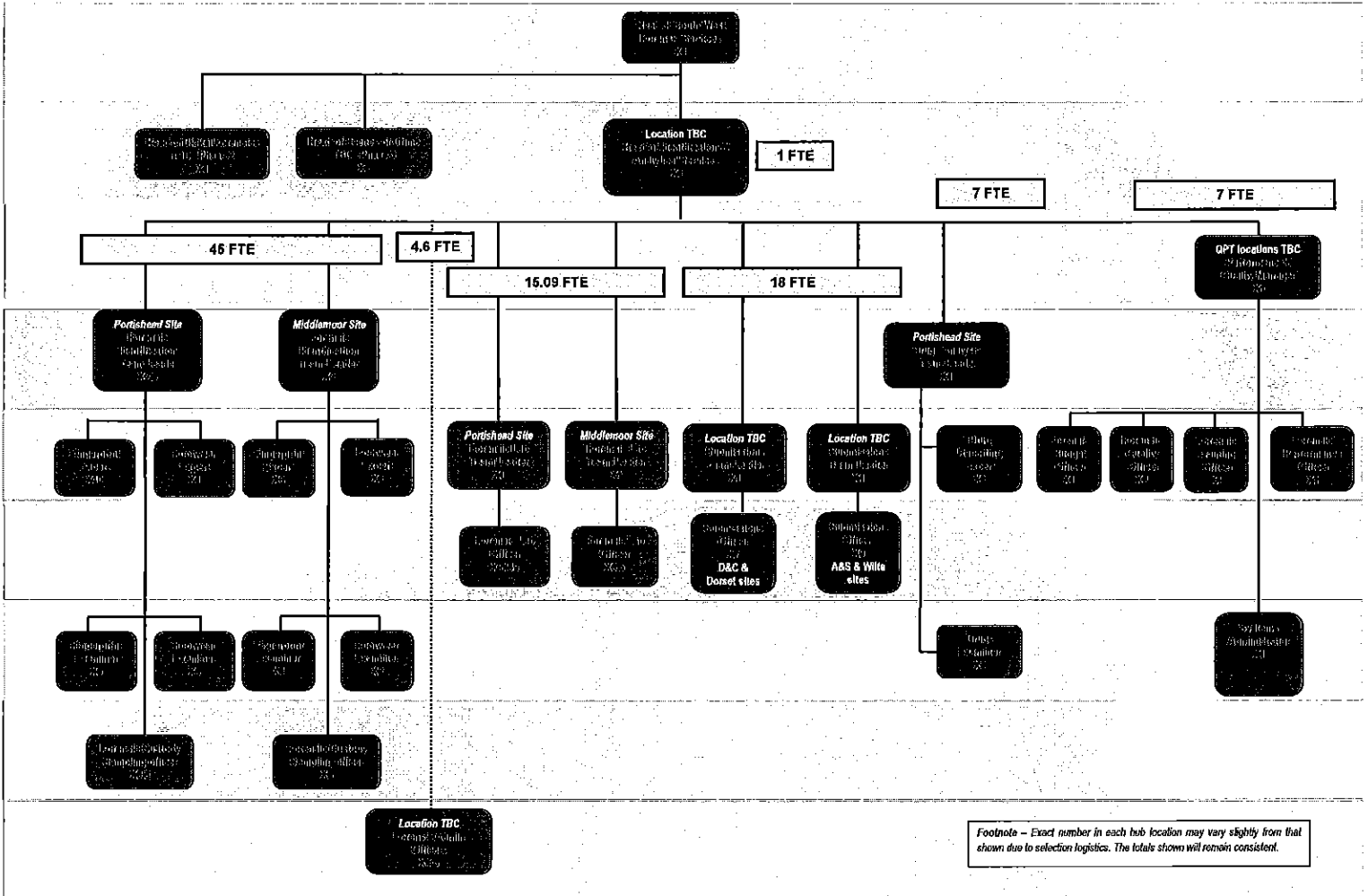
To consider any other matter necessary for the effective management of FS1

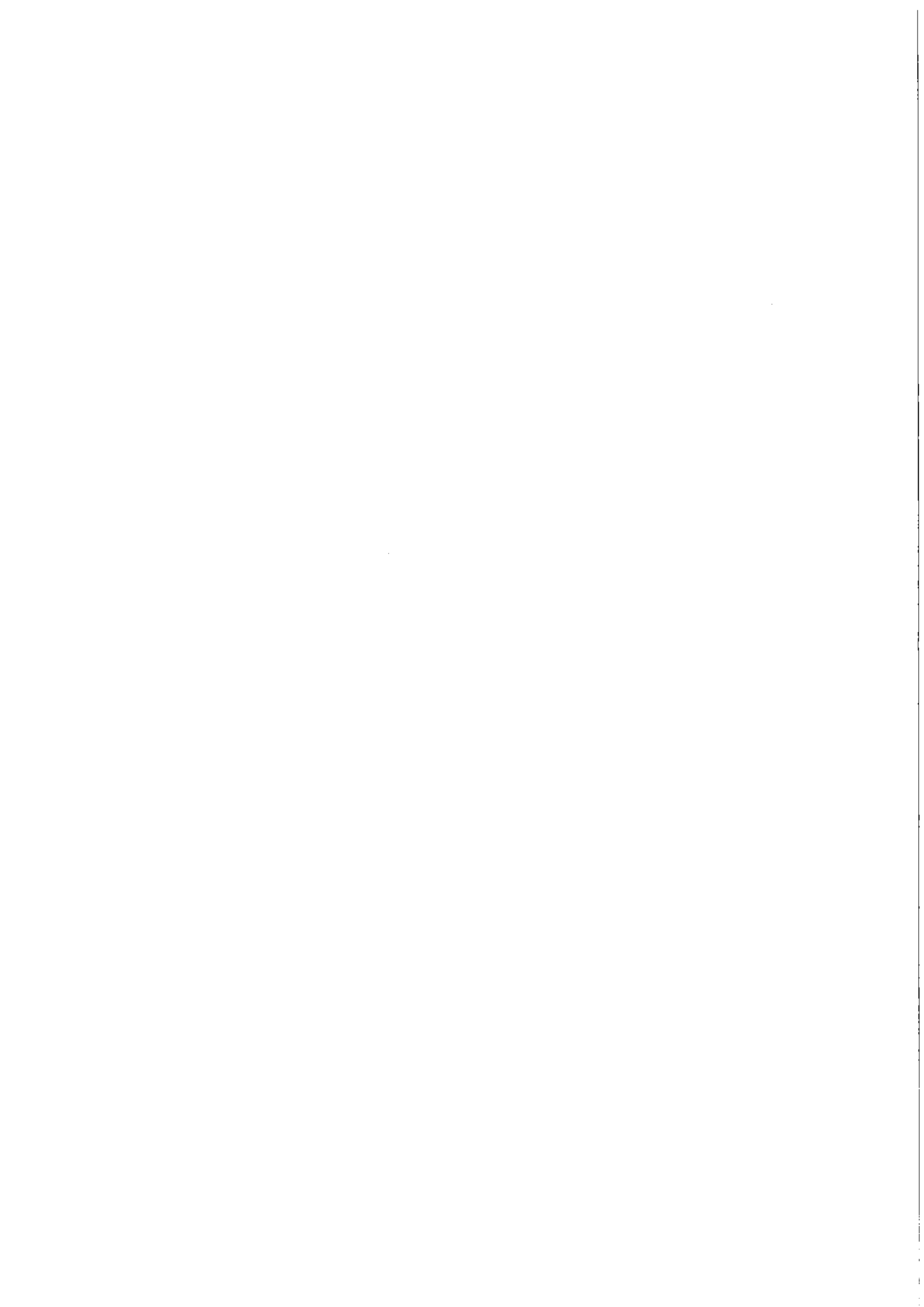
Appendix D – Police Staff to be deployed in FS1 by the Parties



Operation Sprite
Four Force Phase 1 Structure – Version 020414

Total Staffing 97.69 FTE





Appendix E – Designated police staff roles for the purposes of section 38B of the Police Reform Act 2002

The following roles within FS1 require designation (the police staff for which will be deployed by Avon and Somerset and Devon and Cornwall):

Footwear examiners and experts

Fingerprint examiners and experts

Forensic Lab Team Leaders and Officers

