

**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 Phase 1 of the

**Major Crime Investigation Team Collaboration to
support the Police Services of Avon and Somerset,
Gloucestershire, and Wiltshire**

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

- and -

Police and Crime Commissioner for Gloucestershire

- and -

Police and Crime Commissioner for Wiltshire

- and -

Chief Constable of Avon and Somerset Constabulary

-and-

Chief Constable of Gloucestershire Constabulary

- and -

Chief Constable of Wiltshire Police

CONTENTS

1. Introduction and Legal Context
2. Definitions
3. Scope and Purpose of Agreement
4. Governance and Management
5. Lead Officer
6. Length of Agreement
7. Monitoring and Review of the MCIT and this Agreement
8. Variation of Agreement
9. Termination and Withdrawal
10. Consequences of the Dissolution of the Agreement
11. Dispute Resolution
12. Direction and Control and Accountability
13. Police Officers and Police Staff
14. Public Interest Disclosures
15. Data Collection Model
16. Cost of MCIT
17. Facilities and Equipment
18. Procurement
19. Insurance Liability and Indemnity
20. Audit and Inspection
21. Information Management
22. Boiler Plate Provisions
 - 22.1 Publication
 - 22.2 Further Assurance

22.3 No Agency or Partnership

22.4 Entire Agreement

22.5 Statutory Powers

22.6 Contracts (Rights of Third Parties) Act 1999

22.7 Counterparts

22.8 Legally Binding

22.9 Governing Law and Jurisdiction Signatures

Appendices

Appendix A – Service Description

Appendix B – Terms of Reference of the Commissioning Board

Appendix C – Terms of Reference of the Management Board

Appendix D – Police Officers, Staff to be deployed in the MCIT by the Parties

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

Appendix F - Financial Information

THIS AGREEMENT is made on 8th February 2016

BETWEEN

1. Police and Crime Commissioner for Avon and Somerset
2. Police and Crime Commissioner for Gloucestershire
3. Police and Crime Commissioner for Wiltshire
4. Chief Constable of Avon and Somerset Constabulary
5. Chief Constable of Gloucestershire Constabulary
6. 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 efficiency and effectiveness in establishing the MCIT to discharge the functions the subject of the Service in the geographical areas for which they are responsible for policing.
- 1.2 The Commissioners have resolved to establish the MCIT 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.
- 1.7 PCCAS, PCCW, CCAS, and CCWP agree that the collaboration agreement dated 31 December 2010 made under the Police Act 1996 between Avon and Somerset Police Authority, Wiltshire Police Authority, CCAS, and CCWP (as varied by an agreement dated 24 December 2012 made between the Parties) shall cease and determine on completion of this Agreement but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation.

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 Major Crime

	Collaboration Proposed Project Approach dated 21 May 2015;
"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCGC"	means the Chief Constable of Gloucestershire Constabulary
"CCWP"	means the Chief Constable of Wiltshire Police
"Chief Constables"	means CCAS, CCGC and CCWP and " Chief Constable " shall be construed accordingly;
"Commencement Date"	Means 1 December 2015;
"Commissioners"	means PCCAS, PCCG, and PCCW and " Commissioner " shall be construed accordingly;
"Commissioning Board"	means the Commissioning Board more particularly described in clause 4 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 officer, or the Commissioner who employs a police staff officer, as the case may be;
"ICT"	means information and communications technology;
"Lead Officer"	means the lead officer for the MCIT appointed in accordance with clause 5 of this Agreement;
"Management Board"	means the Management Board more particularly described in clause 4 of this Agreement;
"MCIT"	means the Major Crime Investigation Team established by the Parties to provide the Service;
"MCIT Budget"	means the funding for the in scope costs set out in Appendix F for the MCIT to be provided by the Parties;
"Parties"	means PCCAS, PCCG, PCCW, CCAS, CCGC, and CCWP and " Party " shall be construed accordingly;
"PCCAS"	means the Police and Crime Commissioner for Avon and Somerset
"PCCG"	means the Police and Crime Commissioner for Gloucestershire
"PCCW"	means the Police and Crime Commissioner for Wiltshire
"Phase 1"	means phase 1 of the force collaboration provision and policing body and force collaboration provision the subject of this Agreement the purpose of which is PCCG and CCGC joining the major crime investigation team collaboration established by Avon and Somerset Police Authority, Wiltshire Police Authority, CCAS, and CCWP on 31 December 2010
"Phase 2"	means phase 2 of the force collaboration provision and policing body and force

	collaboration provision the subject of this Agreement the purpose of which is identifying efficiencies in the MCIT
"Relevant Contributions"	means the respective proportions and financial contributions from each Party as set out in clause 16.1 subject to any variation approved by the Parties under this Agreement
"Service"	means the police services to be provided by MCIT more particularly described in Appendix A to this Agreement.
"Standard Operating Procedure"	means the standard operating procedure agreed by the Chief Constables from time to time setting out how the Service shall be provided.
"Year"	means each year commencing 1 December so that the first Year commences on 1 December 2015 and ends on 30 November 2015 and the second Year commences on 1 December 2016 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 provides for the establishment of the MCIT and the provision of the Service through the MCIT in the geographical areas where the responsibility for policing lies with the Parties.

3.2 The Appendices to this Agreement shall have effect.

3.3 This Agreement shall be deemed to have effect from the Commencement Date.

3.4 This Agreement and the basis for the MCIT collaboration shall be a joint services agreement.

3.5 The Service shall be provided in accordance with the Standard Operating Procedure.

3.6 This Agreement shall apply during Phase 1.

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 MCIT.

4.2 The Commissioners or their nominated representatives shall be the membership of the Commissioning Board. The Chief Constables or their nominated representatives shall be invited to attend meetings of the Commissioning Board.

4.3 The Chair of the Commissioning Board shall be held by each of the Commissioners or their nominated representatives as applicable by rotation on a meeting by meeting basis.

4.4 The Commissioning Board shall meet at least every 6 months.

4.5 The terms of reference of the Commissioning Board shall 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 shall include the matters set out in Appendix C.

4.7 The Chief Constables or their nominated representatives shall be the membership of the Management Board. The Commissioners or their nominated representatives shall be invited to attend meetings of the Management Board.

4.8 The Chair of the Management Board shall be agreed by the Chief Constables.

4.9 The Management Board shall meet every 3 months.

5. LEAD OFFICER

- 5.1 The Commissioning Board shall 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 shall be responsible for the following elements of the MCIT:
- a) Implementing the strategy set by the Commissioning Board without prejudicing the operational independence of the Chief Constables.
 - b) Tasking, ensuring that each Chief Constable will have the resources he / she needs from the MCIT to deal with an incident in his / her force area.
 - c) Ensuring that all officers and staff deployed into the MCIT receive consistent training appropriate to their specialism.
 - d) Promote so far as reasonably practicable the application of common systems and processes by all police services involved in the MCIT.

6. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the date of this Agreement and shall continue in full force and effect until terminated in accordance with Clause 9.

7. MONITORING AND REVIEW OF THE MCIT AND THIS AGREEMENT

- 7.1 This Agreement and the MCIT shall be reviewed by the Parties in accordance with this Clause 7.
- 7.2 There shall be an ongoing review and assessment by the Commissioning Board of this Agreement and the MCIT to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.
- 7.3 At the end of each financial year the MCIT shall be reviewed by the Commissioners and the Chief Constables such review to include an assessment of:
- (a) the performance of the MCIT, 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
- 7.4 The force collaboration provision and policing body and force collaboration provision the subject of this Agreement shall be reviewed for Phase 2. For the avoidance of doubt the review shall include a review of the Relevant Contributions.

8. VARIATION OF AGREEMENT

8.1 *Variation*

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

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

With the prior written consent of the Parties, additional police and crime commissioners and chief constables in the United Kingdom may be invited to join the MCIT 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.

9. TERMINATION AND WITHDRAWAL

- 9.1 This Agreement may be terminated with the unanimous consent of all the Parties.
- 9.2 The Agreement shall be terminated in accordance with the provisions of the Act
- 9.3 Any Party may withdraw from this Agreement by giving not less than twelve (12) months written notice of its intention to the other Parties.
- 9.4 In the event that clause 9.3 has effect:
- 9.4.1 the Commissioning Board shall revise the Relevant Contributions amongst the remaining Parties; and
- 9.4.2 the outgoing Party shall be entitled either to retain a proportion of the assets acquired for use by the MCIT calculated on the basis of its Relevant Contribution or an equivalent payment approved by the Commissioning Board

10. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

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

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

10.2 *Police Officers and Police Staff*

The police officers and police staff deployed into the MCIT 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.

10.3 *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 MCIT to ensure continuity of service in both force areas.

10.4 *Unspent funding*

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

11. DISPUTE RESOLUTION

- 11.1 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 shall be referred to the Commissioning Board for resolution.

12. DIRECTION AND CONTROL AND ACCOUNTABILITY

12.1 *Direction and Control*

- 12.1.1 The Parties agree that direction and control of incidents involving the Service provided through the MCIT shall 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

12.2 *Accountability*

- 12.2.1 The Lead Officer shall be accountable to the Management Board.
- 12.2.2 The Management Board shall be accountable to the Commissioning Board.
- 12.2.3 Each Chief Constable shall remain accountable to his or her PCC for incidents within his or her police force area.

12.3 *Complaints and misconduct*

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

12.4 *Public Liability Claims and Employer Liability Claims*

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

13. POLICE OFFICERS & POLICE STAFF

- 13.1 The numbers of police officers and police staff (and their roles) to be deployed (but not seconded) by the Parties into the MCIT at the commencement of this Agreement are set out in Appendix D. In most cases the first resource to respond to an incident shall include officers from the police force for the relevant police force area.
- 13.2 The numbers of police officers and police staff (and their roles) to be 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 shall have a financial impact on any Party.
- 13.3 The Parties agree that the police officers and police staff deployed into the MCIT in accordance with this Clause 13 shall continue as sworn constables (in the case of police officers) and employees (in the case of police staff) 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.

- 13.4 Notwithstanding any working practices and policies for the MCIT 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.
- 13.5 The Parties shall agree the working policies and practices that are to apply to the MCIT.
- 13.6 Subject to clause 13.7 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 the MCIT.
- 13.7 The designation under clause 13.6 of this Agreement of the holders of the civilian employee posts listed in Appendix E to this Agreement is subject to:
- 13.7.1 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;
 - 13.7.2 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.
- 13.8 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

14. PUBLIC INTEREST DISCLOSURES

The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided for individuals under Part IVA of the Employment Rights Act 1996 (the "1996 Act") 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 the 1996 Act.

15. DATA COLLECTION MODEL

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

16. COST OF MCIT

- 16.1 The Parties agree that the Relevant Contributions (calculated in accordance with the

Business Case) shall be as follows:

Avon and Somerset	64%
Gloucestershire	17%
Wiltshire	19%

- 16.2 Save as provided in clause 17, the MCIT Budget shall be funded by the Parties in the Relevant Contributions. The MCIT Budget in each Year shall be agreed by the Commissioning Board before the start of the relevant Year. If the amount of the MCIT Budget is exceeded in any Year the additional costs shall be apportioned amongst the Parties in the Relevant Contributions.
- 16.3 At the end of each quarter calculated from the Commencement Date each Party will send to each other Party a statement setting out the amount spent by that Party during the relevant quarter. The statement will include details of the overtime incurred by officers and staff on all incidents involving the Service provided by MCIT during the relevant month.
- 16.4 If at the end of any six month period calculated from the Commencement Date any Party ('A') has incurred more than its Relevant Contribution to the cost of MCIT during that six month period, a balancing payment agreed by the Commissioning Board shall be paid by the other Parties to cover the amount by which the cost incurred by A exceeds its Relevant Contribution of the total cost of MCIT during the relevant six month period.
- 16.5 Each Party shall appoint officers to monitor the spending of the MCIT Budget who will report to the Management Board and the Commissioning Board
- 16.6 Appendix F to this Agreement shall have effect.

17. FACILITIES AND EQUIPMENT

- 17.1 Each Party shall ensure that he / she has the equipment and other resources to respond to incidents when the Service is required and shall make available such equipment and other resources in the event it is tasked to do so outside his or her jurisdiction.
- 17.2 Where it is agreed that assets should be acquired by a Party while this Agreement is in full force and effect for shared use the assets shall be recorded in an asset register and the cost of acquisition shall be shared through a transfer of funding according to the Relevant Contributions.
- 17.3 In respect of ICT to be used by the MCIT for the purposes of this Agreement:
- (a) each Party shall allow the other Parties to access and use their respective ICT;
 - (b) each Party shall provide the other Parties with sufficient training (at no cost) so that each member of the MCIT is capable of accessing and using the other Parties' ICT; and
 - (c) each Party shall bear the cost it incurs to enable the convergence of ICT between all the Parties.

18. PROCUREMENT

The Commissioning Board shall agree which Party shall procure the assets for the MCIT from the date of commencement of this Agreement.

19. INSURANCE AND INDEMNITY

19.1 Insurance

19.1.1 Each Party shall maintain insurance arrangements to cover his / her obligations under this Agreement.

19.1.2 Each Chief Constable shall 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.

19.1.3 The Chief Constable of the police force to which the Lead Officer belongs shall arrange for insurance to cover the role of the Lead Officer.

19.2 General Indemnity

19.2.1 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..

20. AUDIT AND INSPECTION

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

21. INFORMATION MANAGEMENT

21.1 All Parties shall share information where appropriate to fulfil the purposes of the MCIT, 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).

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

22. BOILER PLATE PROVISIONS

22.1 PUBLICATION

The Parties agree that the provisions of S23E Police Act 1996 shall be discharged by each party by the publication of this Agreement excluding Appendices A, D and E, which, subject to any legal requirement to do so, no Party shall disclose (or any details of their contents) to any third party without the prior written consent of the other Parties.

22.2 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.

22.3 NO AGENCY OR PARTNERSHIP

- 22.3.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
- 22.3.2 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.

22.4 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.

22.5 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.

22.6 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.

22.7 COUNTERPARTS

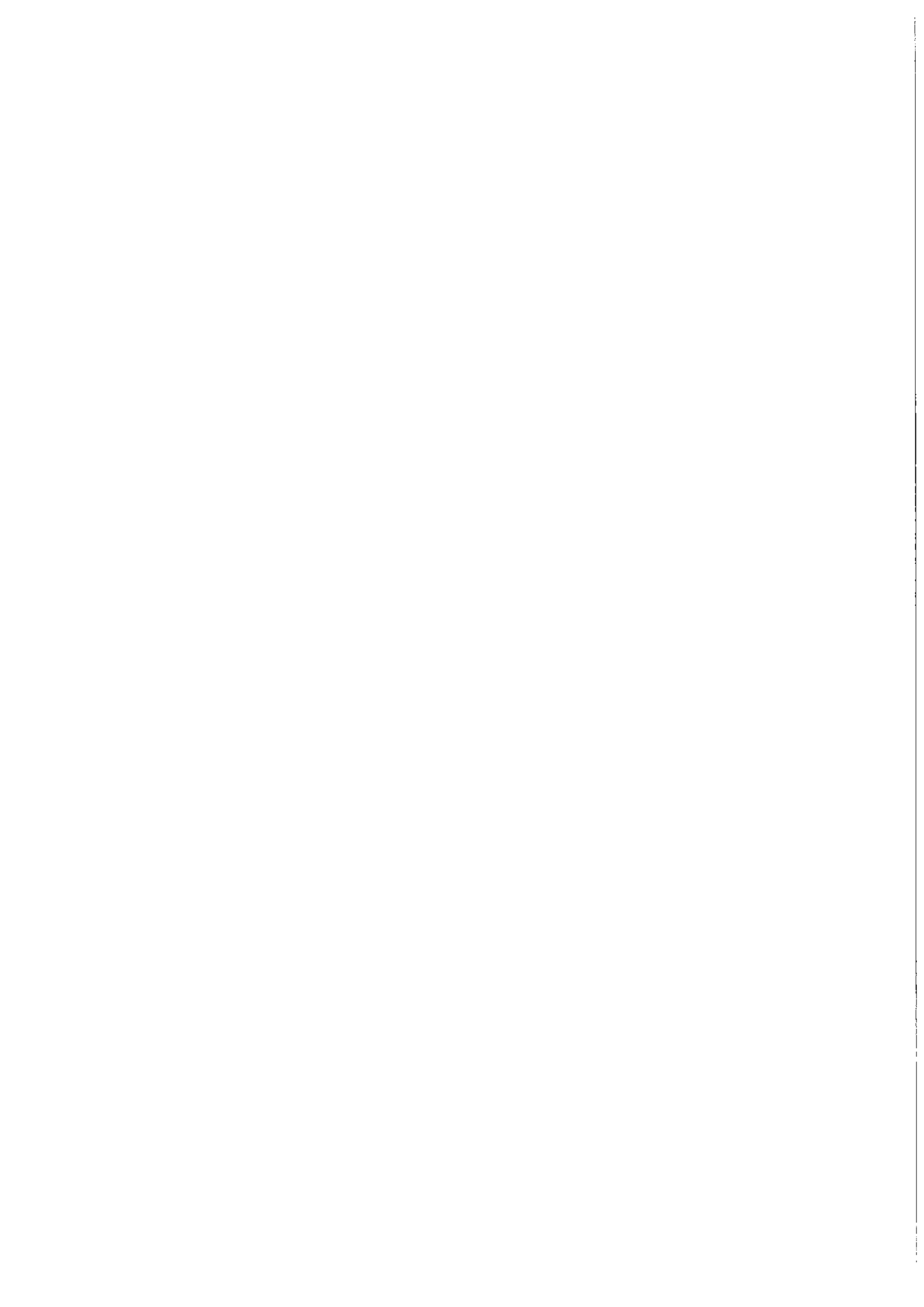
This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.

22.8 LEGALLY BINDING

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

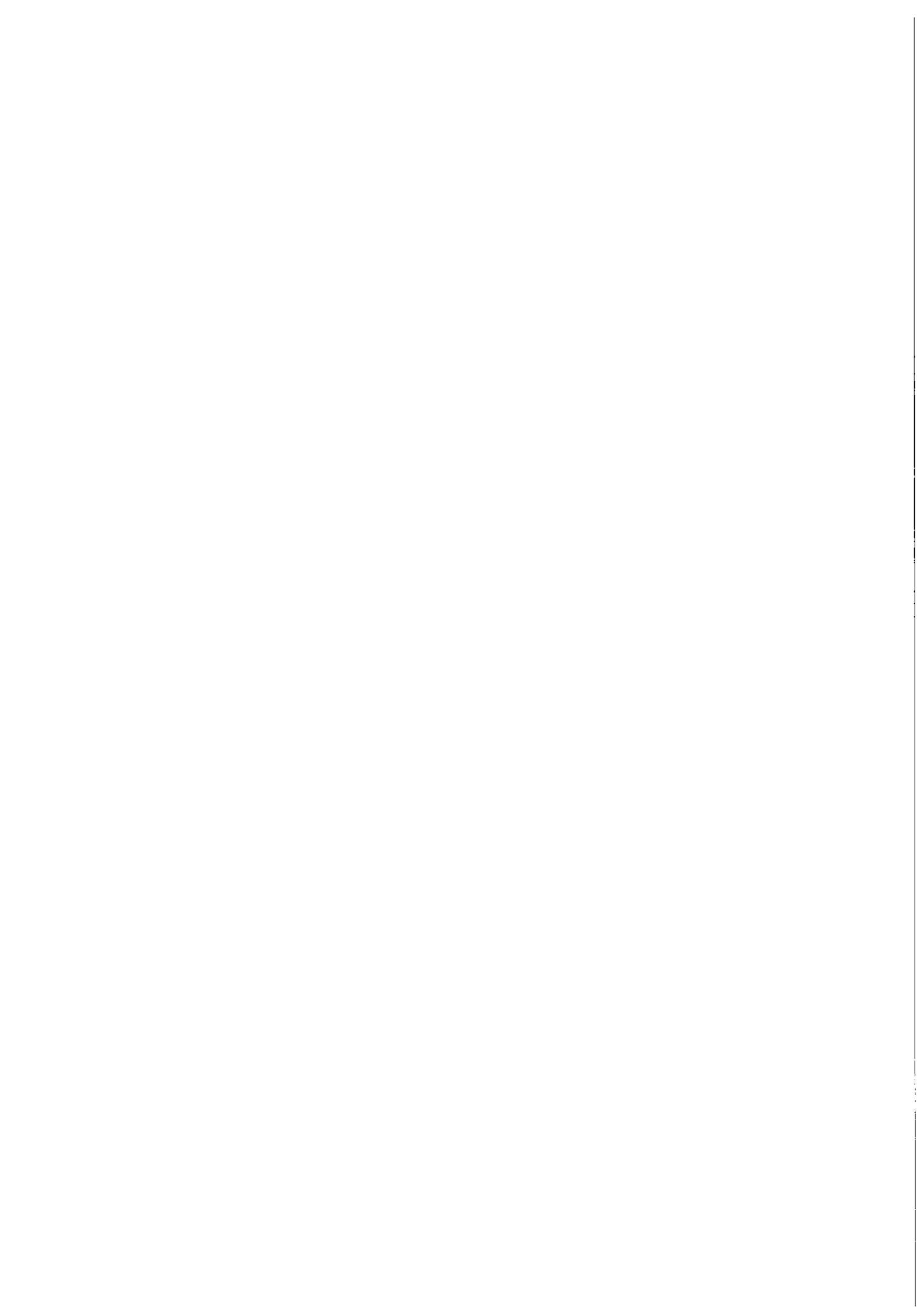
22.9 GOVERNING LAW AND JURISDICTION

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.

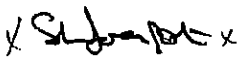
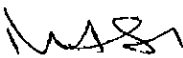


whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary	<i>[Handwritten Signature]</i>	4/2/16
Police and Crime Commissioner for Avon and Somerset	<i>[Handwritten Signature]</i>	4/2/16
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
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 Gloucestershire Constabulary	X  X	X 21/2/16 X
Police and Crime Commissioner for Gloucestershire		5/2/16
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 Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		5/2/16.
Police and Crime Commissioner for Wiltshire		8/2/16.

APPENDICES

Appendix A – Service Description

Appendix B – Terms of Reference of the Commissioning Board

Appendix C – Terms of Reference of the Management Board

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

Appendix F - Financial Information

Appendix A – Service Description

1. BASIC PRINCIPLES

Mission Statement

- 1.1. MCIT Mission - The relentless and meticulous investigation of major crime to bring offenders to justice and keep the public safe. To make the police services of Avon and Somerset, Gloucestershire, and Wiltshire more effective and efficient, by working collaboratively to investigate major crime.

Core Responsibility

- 1.2. MCIT will support the investigation of all Category A+ to C homicides in the three force areas of Avon and Somerset, Gloucestershire, and Wiltshire including corporate manslaughter, gross negligence manslaughter and deaths abroad.

Responsibility subject to capacity

- 1.3. Wherever capacity allows MCIT will support:
- any major crime investigation where there is a significant risk to public confidence;
 - investigations into work related deaths and deaths in healthcare settings;
 - other investigations with its specialist skills, for example where MCIT core functions such as indexing, Tier 5 Interview Advising , Tier 3 Interviewing and PACE advising are required;
 - any other types of major crime investigation approved by the Management Board.

2. SPECIALIST RESOURCING

- 2.1. A homicide or suspicious death involving either the death of a child or where the death is domestic abuse related, racially aggravated or hate motivated will on many occasions require the expertise of staff who have experience in these fields of investigation.
- 2.2. The Public Protection Units (known by different names in each force area) specialize in investigating incidents of that nature. They can contribute experience, and are also able to identify best practice when conducting investigations involving multi agency partners such as Social Services and the National Health Service. In these circumstances the MCIT would maintain overall ownership of such an investigation and provide staff for the enquiry. However, consideration will be given to retaining some specialist staff from the respective PPU to provide knowledge and expertise when investigating such incidents.
- 2.3. Whilst the MCIT has intelligence capability including intelligence managers and intelligence officers/researchers there will be occasions when specialist resources will be required such as, surveillance, financial investigations, covert operations and additional specialized intelligence resources. This may require Districts/Divisional Departments to provide assistance in filling these roles on a short term or temporary basis. Any deployment of such staff will be with the agreement of District/Divisional senior managers.

NOTES

Category A+

A homicide or other major investigation where public concern and the associated response to media intervention is such that normal staffing levels are not adequate to keep pace with the investigation.

Category A

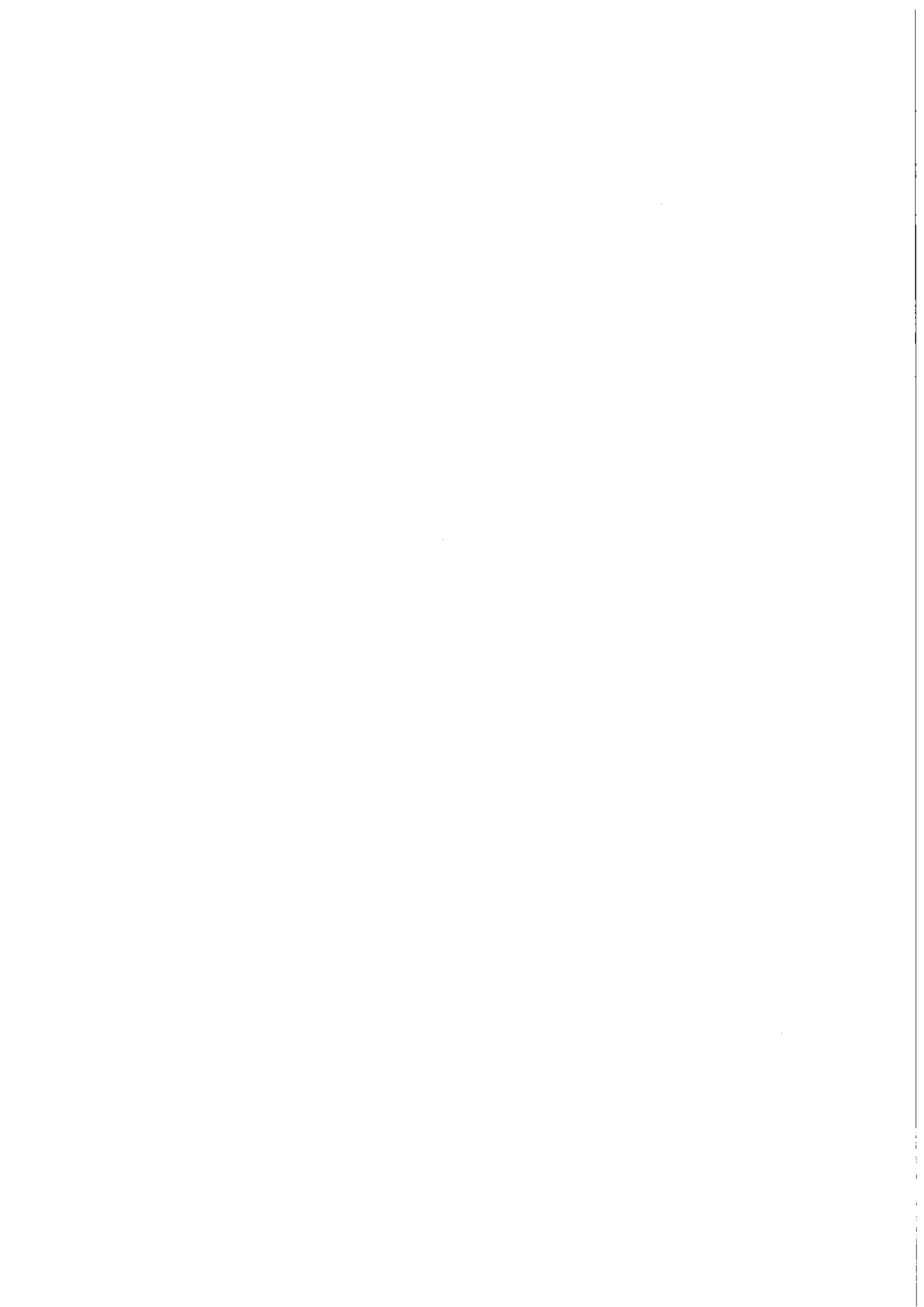
A homicide or other major investigation which is of grave concern or where vulnerable members of the public are at risk, and where the identity of the offender(s) is not apparent or the investigation and securing evidence requires significant resource allocation.

Category B

A homicide or other major investigation where the identity of the offender(s) is not apparent, the continued risk to the public is low and the investigation or securing evidence can be achieved within normal force resourcing arrangements.

Category C

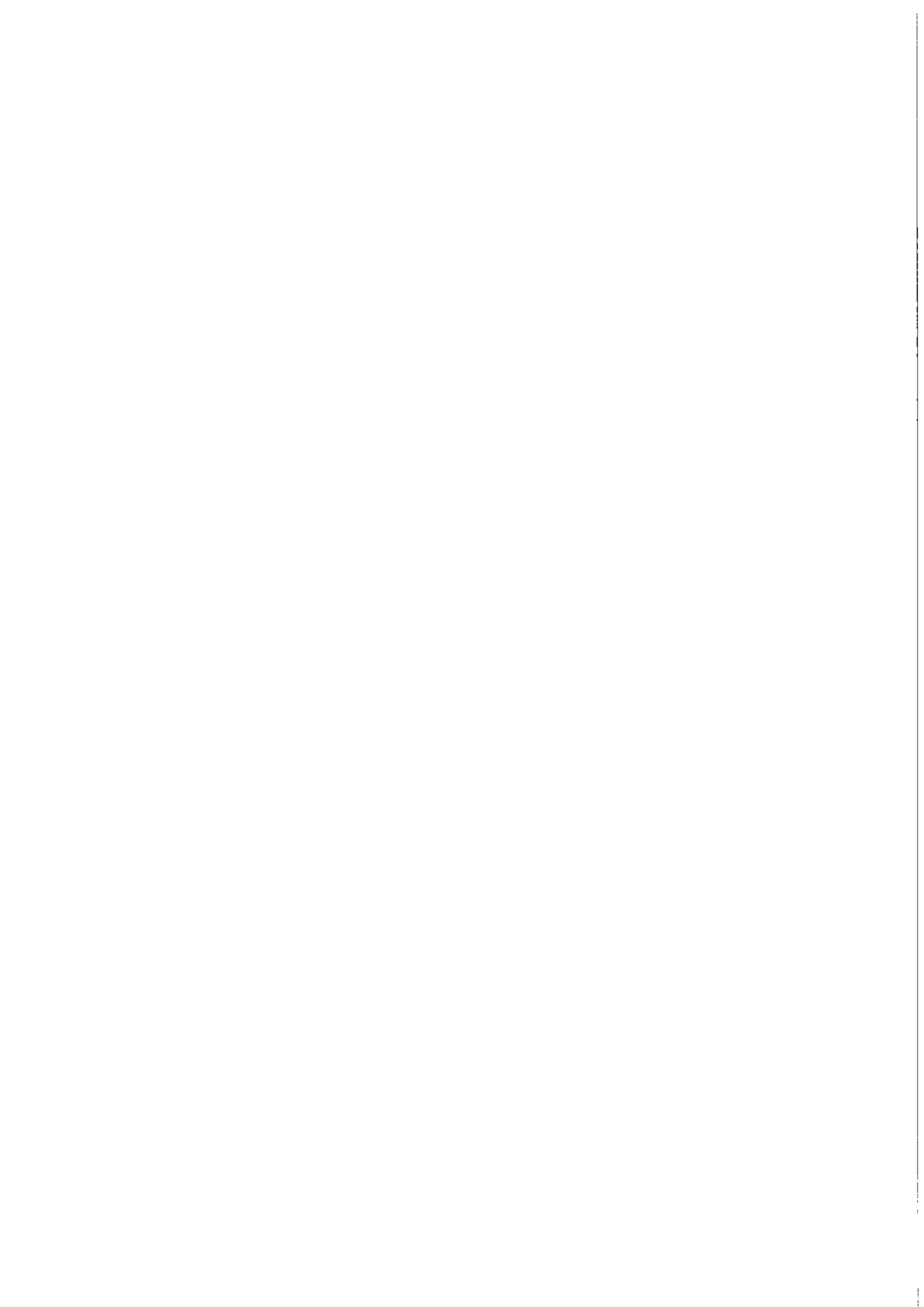
A homicide or other major investigation where the identity of the offender(s) is apparent from the outset and the investigation and/or securing evidence can be achieved easily.



Appendix B – Terms of Reference of the Commissioning Board

The terms of reference for the Commissioning Board are:

- To provide governance, strategic oversight and scrutiny of the MCIT.
- To set the MCIT Budget.
- To review the performance of the MCIT.
- To approve the resourcing requirements for the MCIT.
- To deal with strategic HR issues.
- 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

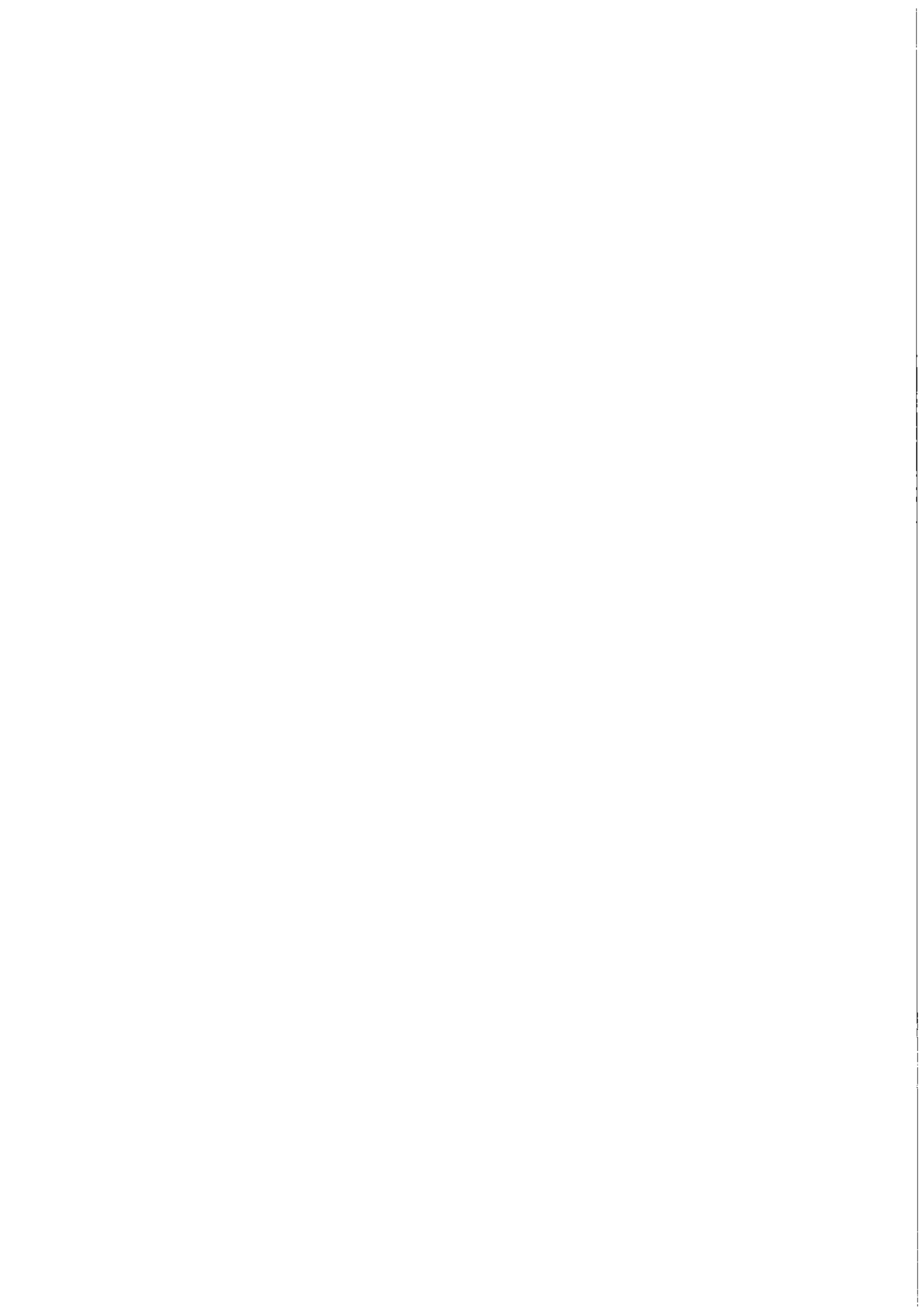
The Terms of Reference of the Management Board are:

- To review the tasking and performance of the MCIT
- To resolve where practicable any human resource issues arising between the Parties in connection with the provision of the Service
- To consider any other matter necessary for the effective management of the MCIT

Appendix D – Police Officers and Staff to be deployed in the MCIT by the Parties

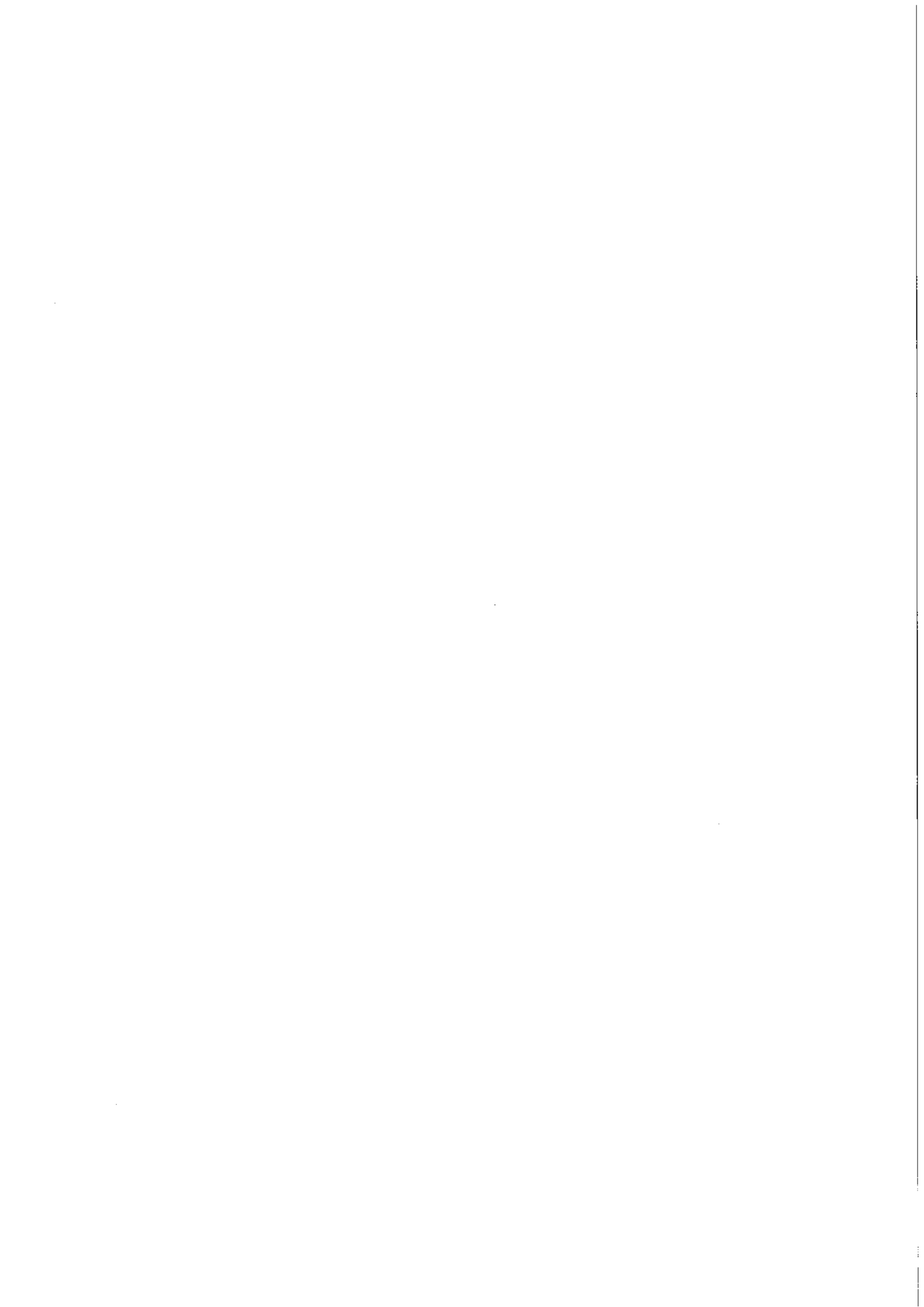
Wiltshire

Role	Number of Posts
Detective Chief	1
Inspector	
Detective	1
Inspector	
Detective	3
Sergeant	
Detective	9
Constable	
Police Staff	9
Investigators	
Business Manager	1
Holmes Indexer	4
Analyst	1
Intelligence	4
Researcher	
Imaging	1
Technician	
Warranted Staff	14
Police Staff	20
Total Staff	34
Numbers	



Avon & Somerset

Role	Number of Posts
Detective Superintendent	1
Detective Chief Inspector	2
Detective Inspector	4
Detective Sergeant	9
Detective Constable	25
Police Staff	39
Investigators	
MCIT Visual Investigation	1
Indexing Supervisor	3
Major Incident Manager	3
Major Crime Logistics Manager	1
Systems Administrator	1
Holmes Indexer/Researcher	10
Intelligence Researcher	3
Criminal Intelligence analyst 1	1
Criminal Intelligence analyst 11	1
Criminal Intelligence Analyst 111	1
Senior Criminal Intelligence Analyst	1
Visual Investigation Technician	2
Holmes Typists/Indexer	4
MCIU	
Family Liaison Co-ord	1
Warranted Staff	41
Police Staff	72
Total staff Numbers	113



Gloucestershire

Role	Number of Posts
Detective Chief	1
Inspector	
Detective Inspector	1
Detective Sergeant	3
Detective Constable	15
Police Staff	0
Investigator	
Holmes	1
Manager/supervisor	
Indexer/Researcher	4
Intelligence	2
Researcher	
Analysts	1
Visual Technicians	1
Holmes Typists	1
Total Staff Number	30
<i>Warranted Staff</i>	<i>22</i>
<i>Police Staff</i>	<i>8</i>

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

The following roles within MCIT require designation (the police staff for which will be deployed by Avon and Somerset, Gloucestershire, and Wiltshire):

Major Crime Investigating Officers.

Appendix F - Financial Information

The in scope costs and out of scope costs for the MCIT collaboration are set out below.

The in scope costs will be covered by the MCIT Budget. The out of scope costs will be met by the Party that incurs them.

In-Scope Costs	Out of Scope Costs
Hire Cars	Forensic Support
Expert Consultancy	Intelligence Functions
Staff Costs (including salaries)	POLSA (Police Search Advisor)
Accommodation	Scene Guarding
Travel	Training
Overtime incl. NI	Estates
Equipment	IT
Postage	Fleet incl. Vehicle Recovery
Stationery	Telecoms Enquiries
Witness Costs	Doctor's Fees
Detective Expenses	HR Support
	Legal Support
	Finance and Administration Support
	Corporate Communications Support
	Complaints and Claims
	Recruitment Costs
	On Call Allowances
	Mutual Aid
	Overtime costs of police officers and staff not deployed into the collaboration
	The cost to Gloucestershire of its Workforce Modernisation programme

