

**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

South West Regional Organised Crime Unit

**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 Gloucestershire

- 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 Gloucestershire Constabulary

- and -

Chief Constable of Wiltshire Police

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THIS AGREEMENT is made on *14th March 2016*

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 Gloucestershire
5. Police and Crime Commissioner for Wiltshire
6. Chief Constable of Avon and Somerset Constabulary
7. Chief Constable of Devon and Cornwall Constabulary
8. Chief Constable of Dorset Police
9. Chief Constable of Gloucestershire Constabulary
10. 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 SWROCU to discharge the functions the subject of the Services in the geographical areas for which they are responsible for policing.
- 1.2 The Commissioners have resolved to establish the SWROCU 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 The Parties agree that the collaboration agreement dated 14 November 2012 made under the Act between the police authorities of Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire, and Wiltshire and the Chief Constables 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.
- 1.8 Without prejudice to this Agreement the parties entered into a collaboration agreement under the Act dated 11 May 2015 which facilitates the use of powers under the

Regulation of Investigatory Powers Act 2000 and Police Act 1997 in connection with operational collaborative activities including the Services.

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
"Aztec 400"	means the Aztec 400 property on the Aztec West Business Park Bristol owned by PCCAS
"Budget"	means the budget for the SWROCU;
"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
"CCGC"	means the Chief Constable of Gloucestershire Constabulary
"CCWP"	means the Chief Constable of Wiltshire Police
"Chief Constables"	means CCAS, CCDC, CCDP, CCGC and CCWP and "Chief Constable" will be construed accordingly;
"Commissioners"	means PCCAS, PCCDC, PCCD, PCCG, and PCCW and "Commissioner" will 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 member, or the Commissioner who employs a police staff member, as the case may be;
"ICT"	means information and communications technology;
"Lead Officer"	means the lead officer for the SWROCU appointed in accordance with clause 5 of this Agreement;
"Management Board"	means the Management Board more particularly described in clause 4 of this Agreement;
"Parties"	means PCCAS, PCCDC, PCCD, PCCG, PCCW, CCAS, CCDC, CCDP, CCGC 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
"PCCG"	means the Police and Crime Commissioner for Gloucestershire
"PCCW"	means the Police and Crime Commissioner for Wiltshire
"Relevant Contributions"	means the proportions set out in Appendix F to this Agreement payable by each Party of the part of the Budget that will not be funded by central government grant.
"Services"	means the police services to be provided by SWROCU set out in Appendix A to this Agreement and in any Service Schedule completed by the Parties and 'Service' shall be construed accordingly.
"Service Schedule"	means the service schedule set out in Appendix D to this Agreement subject to any variations the Parties agree to make;
"SWROCU"	means the South West Regional Organised Crime Unit established by the Parties;
"Year"	means each year commencing 1 January so that the first Year commences on 1 January 2014 and ends on 31 December 2014 and the second Year commences on 1 January 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 SWROCU and the provision of the Services through the SWROCU 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 and the basis for the SWROCU 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 SWROCU.
- 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 SWROCU:
- a) Implementing the strategy set by the Commissioning Board without prejudicing the operational independence of the Chief Constables.
 - b) Tasking, ensuring that all Chief Constables have access to the Services on a 24/7 basis.
 - c) Ensuring that all officers and staff deployed into SWROCU receive consistent training appropriate to their specialism.
 - d) Promoting so far as reasonably practicable the application of common systems and processes by all police services involved in SWROCU.
 - e) Using his or her reasonable endeavours to ensure that each Chief Constable will have the resources for the whole or part of the Services he or she requires to deal with an incident in the relevant Chief Constable's force area

6. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall be deemed to have effect from 1 January 2014 and shall continue in full force and effect until terminated in accordance with Clause 9.

7. MONITORING AND REVIEW OF THE SWROCU AND THIS AGREEMENT

- 7.1 This Agreement and the SWROCU 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 SWROCU 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 SWROCU will be reviewed by the Commissioners and the Chief Constables such review to include:
- (a) an assessment of the performance of the SWROCU, including an analysis of the costs, benefits and risks of the collaboration both in the region and each relevant force area; and
 - (b) the making of best value recommendations in the context of any overall budget reductions.
- 7.4 Any Party may request a review of the governance and structure of the Regional Confidential Unit provided that any such review shall only be undertaken if it is approved by the Commissioning Board.

8. VARIATION OF AGREEMENT

8.1 *Variation*

- 8.1.1 This Agreement may only be varied with the unanimous consent of all the Parties.
- 8.1.2 If the Parties agree that a Service can only be delivered by SWROCU on terms other than those set out in this Agreement the Parties shall complete a Service Schedule setting out the agreed different terms that apply to the relevant Service.

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

With the prior written consent of the Parties, other public bodies and organisations involved with delivering services similar to the Services including other police and crime commissioners and chief constables in the United Kingdom may be invited to join the SWROCU and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate other public bodies and organisations joining the Agreement) varies the terms of this Agreement.

8.3 *Delivery of other policing functions by SWROCU*

- 8.3.1 In the event that it is in the interests of the efficiency and effectiveness of the Parties that a police service in addition to those set out in Appendix A of this Agreement is to be delivered by SWROCU:

the Management Board shall submit a business case for the delivery of that police service by SWROCU to the Commissioning Board for approval; and

if the Commissioning Board approves the delivery of the relevant police service by SWROCU the Parties shall complete a Service Schedule.

- 8.3.2 In the event that a Service is not to be provided through the SWROCU the Management Board shall submit a business case for the withdrawal of the provision of the relevant Service by SWROCU to the Commissioning Board for approval. If the Commissioning Board approves the withdrawal of the provision of the relevant Service by SWROCU the Parties shall complete a Service Schedule recording the withdrawal.

9. TERMINATION AND WITHDRAWAL

- 9.1 This Agreement may be terminated with the unanimous consent of all the Parties.
- 9.2 This 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 will revise the Relevant Contributions amongst the remaining Parties; and
 - 9.4.2 the outgoing Party will be entitled either to retain a proportion of the assets acquired for use by the SWROCU calculated on the basis of its Relevant Contribution or an equivalent payment approved by the Commissioning Board. For the avoidance of doubt this clause 9.4.2 shall not apply to Aztec 400.

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 will be entitled to a share of the assets (or their value) purchased for the SWROCU calculated in accordance with the Relevant Contributions. For the avoidance of doubt this clause 10.1 shall not apply to Aztec 400.

10.2 *Police Officers and Police Staff*

10.2.1 The officers and staff deployed into the SWROCU 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.

10.2.2 In the event of withdrawal of the provision of a Service by SWROCU in accordance with clause 8.3.2 of this Agreement each Party shall use his / her reasonable endeavours to redeploy staff that he / she has deployed into SWROCU in connection with the provision of the relevant Service. In the event that any such staff member cannot be redeployed and he or she is to be made redundant each Party shall contribute to the relevant redundancy cost in the Relevant Contributions provided that the Commissioning Board and Management Board approve the payment of the relevant redundancy cost.

10.2.3 In the event of termination of this Agreement each Party shall use his / her reasonable endeavours to redeploy staff that he / she has deployed into SWROCU. In the event that any such staff member cannot be redeployed and he or she is to be made redundant each Party shall contribute to the relevant redundancy cost in the Relevant Contributions provided that the Commissioning Board and the Management Board approve the payment of the relevant redundancy cost.

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 SWROCU to ensure continuity of service in both force areas.

10.4 *Unspent funding*

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

11. DISPUTE RESOLUTION

11.1 Any difference or dispute between any of the Parties 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 Parties in dispute will 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 SWROCU 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.

12.2 Accountability

12.2.1 The Lead Officer will be accountable to the Management Board.

12.2.2 The Management Board will be accountable to the Commissioning Board.

12.2.3 Each Chief Constable will 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 SWROCU 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.

12.4 Public Liability Claims and Employer's Liability Claims

12.4.1 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 and Employment Tribunal claims will be managed by the employing Home Force.

13. POLICE OFFICERS & POLICE STAFF

13.1 The Management Board shall prepare and submit a proposal for the number of officers and staff to support the delivery of each of the Services to the Commissioning Board for approval.

13.2 Each role which is unfilled in SWROCU shall be advertised within the participating police services and the best qualified applicant for the role shall be appointed through a fair and transparent process.

13.3 Each Party shall deploy into SWROCU the officers and staff he or she employs who have been appointed to a role in SWROCU. For the avoidance of doubt there shall not be an agreed number of officers and staff that each Party has to deploy into SWROCU.

13.4 Subject to the approval of the Parties in the event that any role in SWROCU cannot be filled in accordance with the process set out in clause 13.2 of this Agreement PCCAS or CCAS may employ staff to fill any such role.

13.5 The Parties agree that the police officers and police staff deployed into the SWROCU 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.

13.6 The Budget shall include the employment cost of each Party's officers and staff deployed into SWROCU. PCCAS shall refund to each Party sufficient funds from the financial contribution to SWROCU to enable each Party to pay the employment cost of each of his / her officers and staff deployed into SWROCU.

- 13.7 Notwithstanding any working practices and policies for the SWROCU the 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.
- 13.8 The Parties will agree the working policies and practices that are to apply to SWROCU.
- 13.9 Subject to clause 13.10 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 Services for the police forces participating in the SWROCU.
- 13.10 The designation under clause 13.9 of this Agreement of the holders of the civilian employee posts listed in Appendix E to this Agreement is subject to:
- 13.10.1 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;
- 13.10.2 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.
- 13.11 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 SWROCU for presentation to both the Commissioning Board and the Management Board.

16. COST OF SWROCU

16.1 Appendix F to this Agreement shall have effect.

17. FACILITIES AND EQUIPMENT

- 17.1 Each Party will ensure that it has the equipment and other resources to respond to incidents when the Services are required and will 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 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.
- 17.3 In respect of ICT to be used by the SWROCU 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 SWROCU 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.
- 17.4 PCCAS shall make available Aztec 400 for use by SWROCU. The cost of the use of Aztec 400 shall be shared between the Parties in proportions agreed by the Commissioning Board.

18. PROCUREMENT

The Commissioning Board will agree which Party will procure the assets for the SWROCU 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 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.
- 19.1.3 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.

19.2 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.

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 SWROCU, 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 SWROCU 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 will 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

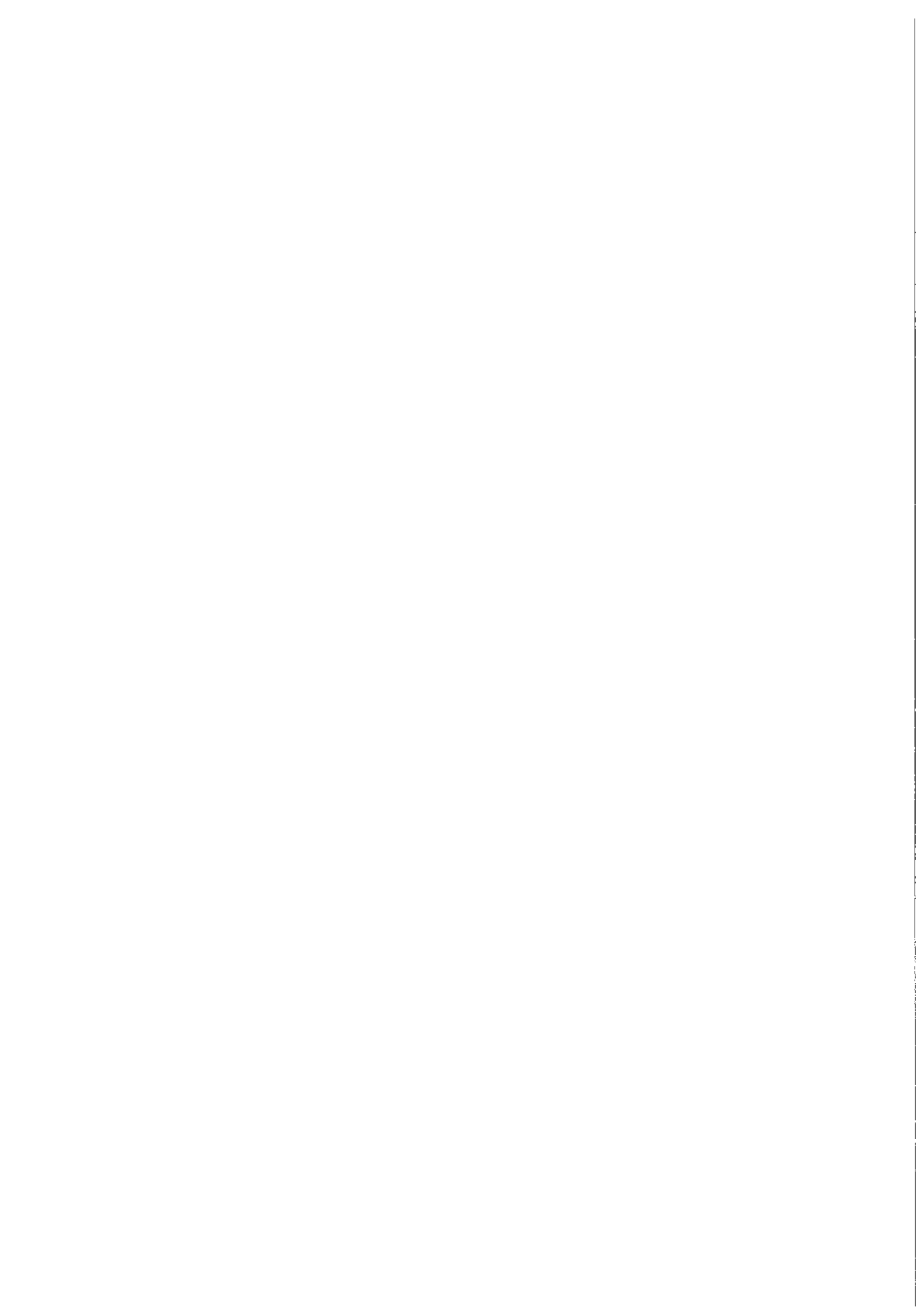
The Parties agree that this Agreement shall be fully legally binding between the Parties.

22.9 GOVERNING LAW AND JURISDICTION

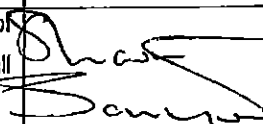
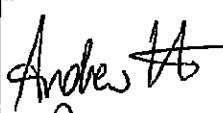
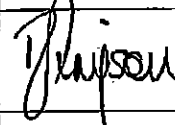

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

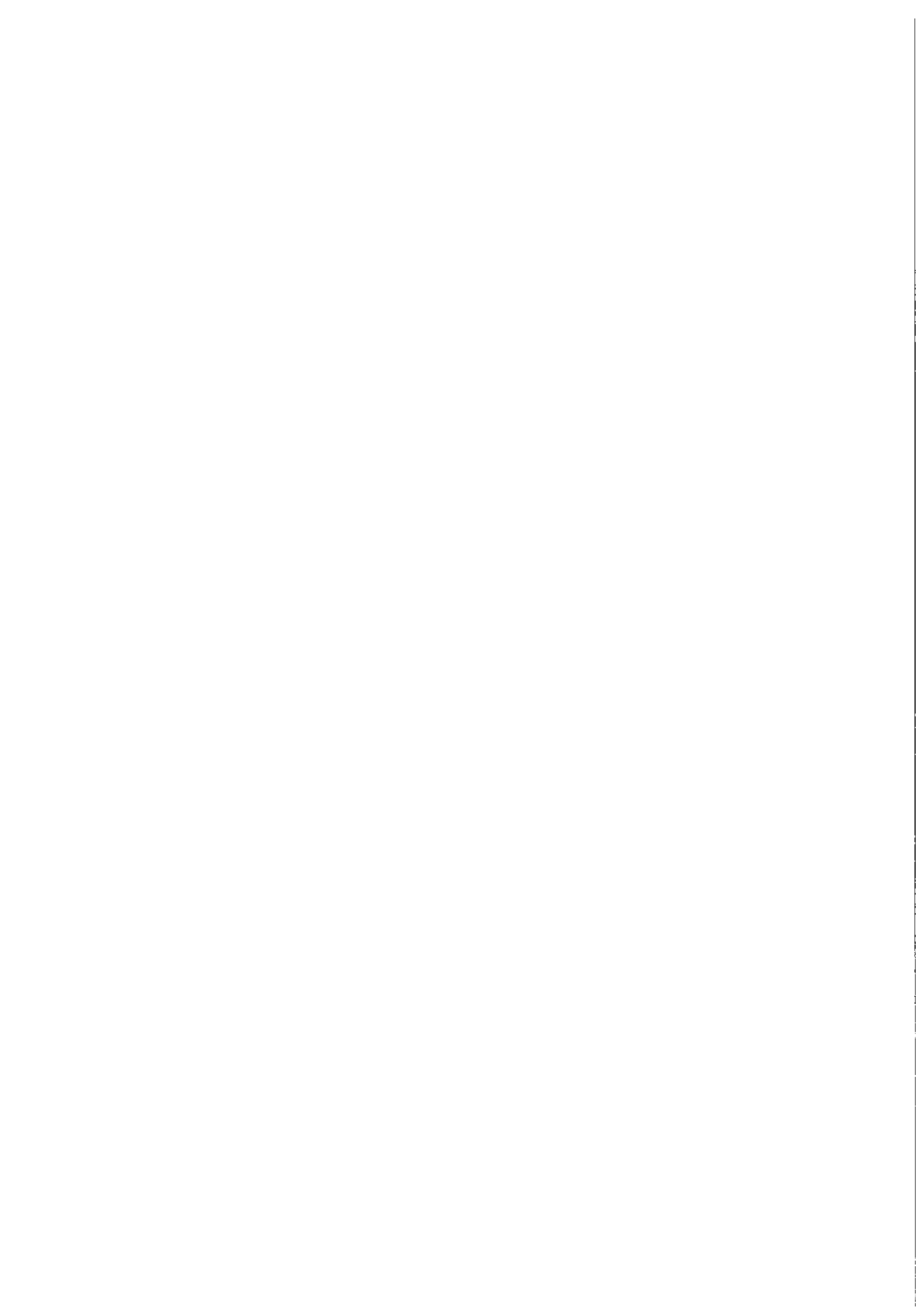
IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary	<i>[Handwritten Signature]</i>	5/2/16
Police and Crime Commissioner for Avon and Somerset	<i>[Handwritten Signature: Sue Mountstevens]</i>	8/2/16
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 Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		



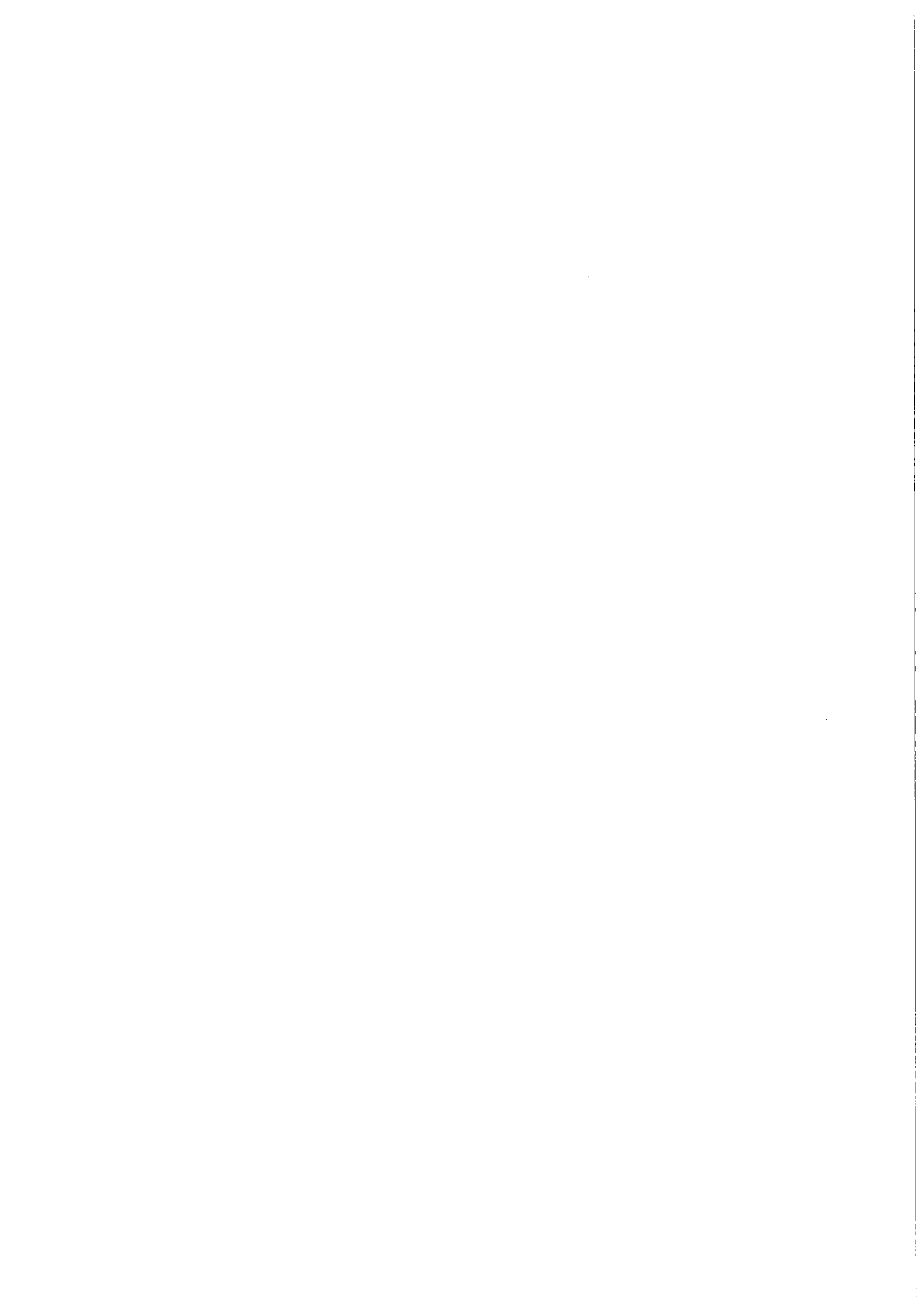
IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of Devon and Cornwall Constabulary		1.3.2016
Police and Crime Commissioner for Devon and Cornwall		11.2.2016
Chief Constable of Dorset Police		8.2.2016
Police and Crime Commissioner for Dorset		8/2/2016
Chief Constable of Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		

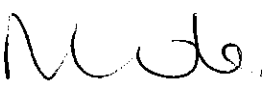
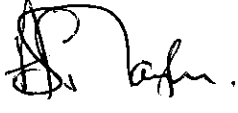


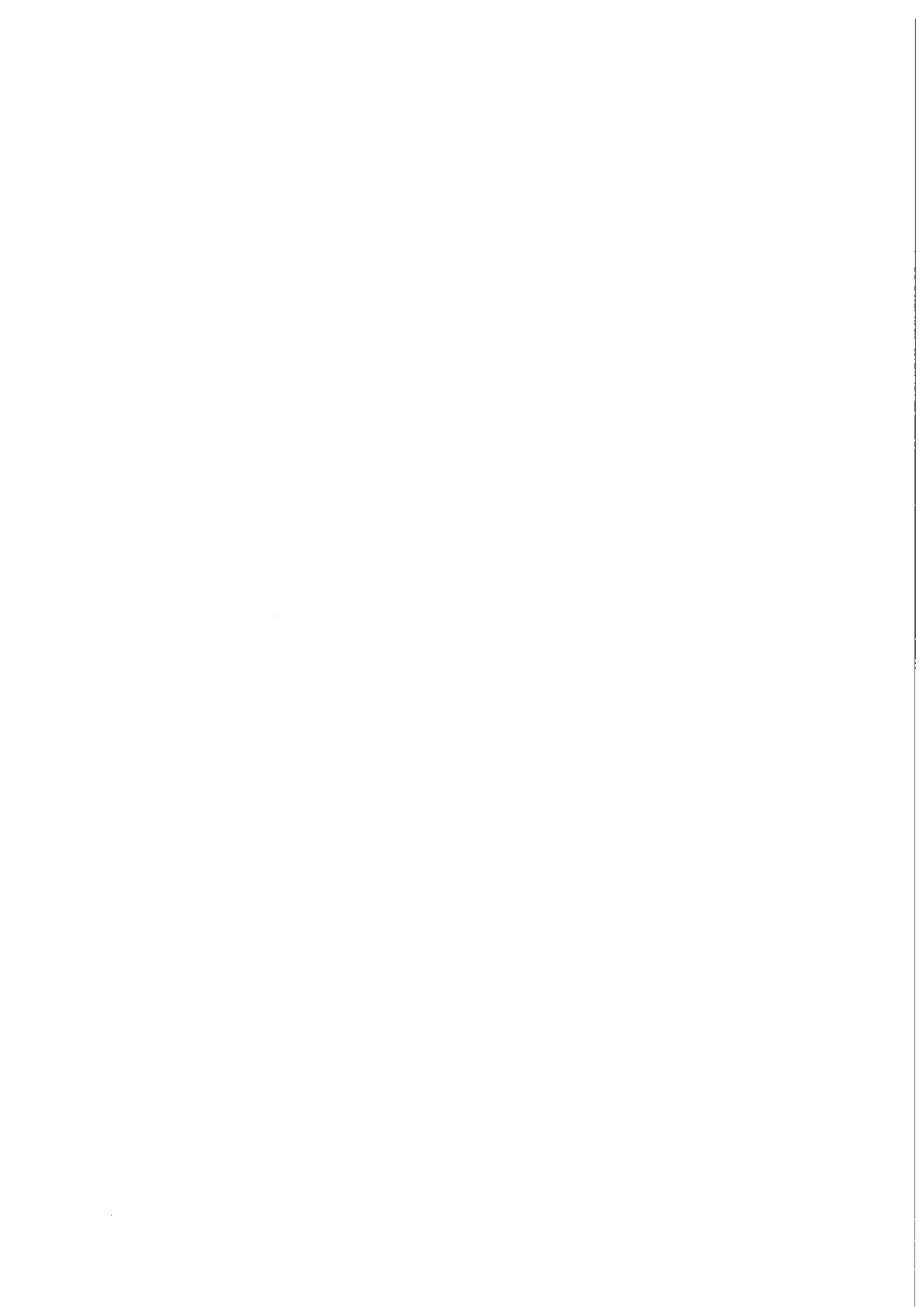
IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of 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 Gloucestershire Constabulary	<i>Subscript</i>	21/2/16
Police and Crime Commissioner for Gloucestershire	<i>MAR 1</i>	5/2/16
Chief Constable of Wiltshire Police		
Police and Crime Commissioner for Wiltshire		

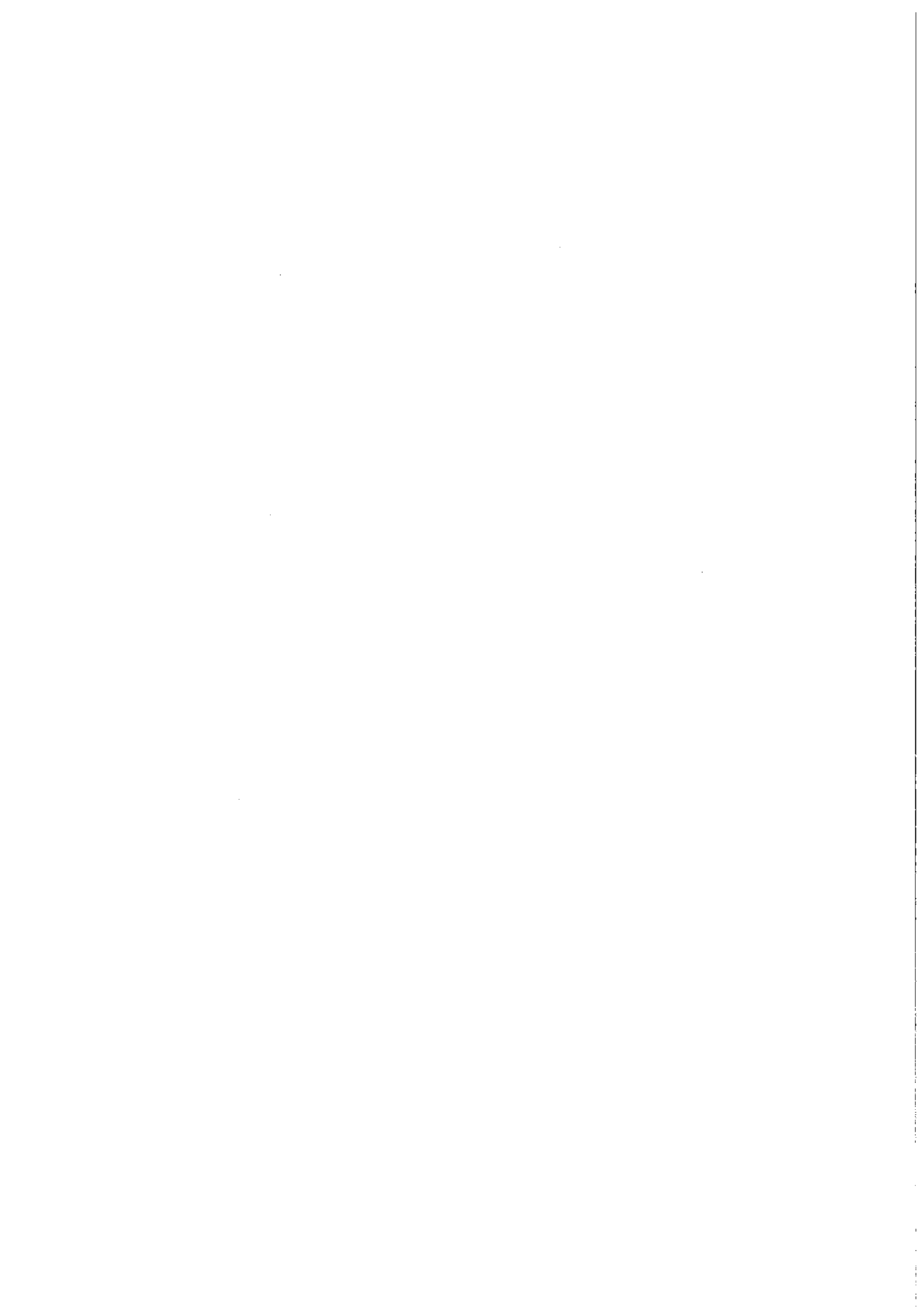


IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Police and Crime Commissioner for Avon and Somerset		
Chief Constable of 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 Gloucestershire Constabulary		
Police and Crime Commissioner for Gloucestershire		
Chief Constable of Wiltshire Police		10 th March 2016.
Police and Crime Commissioner for Wiltshire		14/3/16.



APPENDICES



Appendix B – Terms of Reference of the Commissioning Board

To provide governance, strategic oversight and scrutiny of SWROCU

To set the Budget for SWROCU.

To review the performance of SWROCU.

To approve the resourcing requirements for SWROCU.

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 police services)

To approve the delivery by SWROCU of Services other than those listed in Appendix A to this Agreement.

To approve the withdrawal of the delivery by SWROCU of any of the Services listed in Appendix A to this Agreement or the subject of a Service Schedule completed by the Parties after the date of this Agreement.

Appendix C – Terms of Reference of the Management Board

To review the tasking and performance of SWROCU

To resolve where practicable any human resource issues arising between the Parties in connection with the provision of the Services

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

Appendix D – Service Schedule

<p>POLICE AND CRIME COMMISSIONERS FOR AVON AND SOMERSET DEVON AND CORNWALL DORSET GLOUCESTERSHIRE AND WILTSHIRE</p> <p>CHIEF CONSTABLES OF AVON AND SOMERSET DEVON AND CORNWALL DORSET GLOUCESTERSHIRE AND WILTSHIRE</p> <p>SOUTH WEST REGIONAL ORGANISED CRIME UNIT</p> <p>SERVICE SCHEDULE</p>	
DATE:	SERVICE SCHEDULE NUMBER:
<p>This Service Schedule has been made under a collaboration agreement dated [] made between the Police and Crime Commissioners for Avon and Somerset and Wiltshire and the Chief Constables of Avon and Somerset and Wiltshire ('Collaboration Agreement').</p> <p>[The parties agree that the Service described in this document shall be implemented and delivered through the South West Regional Organised Crime Unit in accordance with the terms of the Collaboration Agreement and this Service Schedule.] [The parties agree that the Service described in this document shall not be provided by the South West Regional Organised Crime Unit with effect from []].</p>	
DESCRIPTION OF SERVICE	
ADDITIONAL TERMS INCLUDING VARIATIONS TO THE COLLABORATION AGREEMENT	
DESIGNATED POLICE STAFF ROLES RELATING TO THE SERVICE FOR THE PURPOSES OF SECTION 38B OF THE POLICE REFORM ACT 2002	
SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET:	SIGNED ON BEHALF OF THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY
Signature: _____	Signature: _____
Name: _____	Name: _____
SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR DEVON AND CORNWALL:	SIGNED ON BEHALF OF THE CHIEF CONSTABLE OF DEVON AND CORNWALL CONSTABULARY:
Signature: _____	Signature: _____
Name: _____	Name: _____
SIGNED ON BEHALF OF THE POLICE	SIGNED ON BEHALF OF THE CHIEF

AND CRIME COMMISSIONER FOR DORSET:	CONSTABLE OF DORSET POLICE
Signature: _____	Signature: _____
Name: _____	Name: _____
SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE:	SIGNED ON BEHALF OF THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY
Signature: _____	Signature: _____
Name: _____	Name: _____
SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE:	SIGNED ON BEHALF OF THE CHIEF CONSTABLE OF WILTSHIRE POLICE
Signature: _____	Signature: _____
Name: _____	Name: _____

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

Designated Fraud Investigator
Serious and Organised Crime Investigation Officers
Financial Investigators
Surveillance Motorcyclist

Appendix F – Financial Arrangements

1. The Management Board will annually propose the Budget for the relevant Year which will be presented to the Commissioning Board for approval. The Budget will establish the expenditure for SWROCU, as well as detailing the funding arrangements, including the expected contribution from each Party.

2. The funding arrangements for SWROCU differ function by function, relying on a mixture of central government grant funding and on contribution from the Parties. The level of funding required by each Party to fund those functions which are not supported by grant funding shall be determined by the Police Funding Grant. This basis of funding has been agreed by the Parties as being the most established and equitable way of sharing costs. This shall be calculated as being the percentage of grant funding received by the individual police service of the total grant funding received by all five police services in the region. This calculation will be subject to annual review. The 2014/15 split is as follows:-

o Avon & Somerset	32.43%
o Devon & Cornwall	33.30%
o Dorset	11.76%
o Gloucestershire	10.83%
o Wiltshire	11.68%

3. Each Party shall pay its contribution towards SWROCU to PCCAS in one annual instalment on receipt of an invoice. PCCAS will manage the Budget, accounting for this in a holding account. The use of a holding account will:-

- Ensure the accurate recording of income and expenditure in relation to SWROCU enabling (if required) audit and inspection of this by any of the funders (including the Home Office);
- Support quarterly financial reporting to the Chief Finance Officers of the Parties enabling financial performance against budget to be monitored during the course of the year;
- Enable year-end reporting on the final performance of the SWROCU account, and the appropriate accounting of any resultant surplus or deficit on this account.

4. Any surplus funds will be ring-fenced by PCCAS, and shall enable reductions to the contributions required from each Party in support of the SWROCU.