



Collaborative Service General Agreement

("General Agreement")

Collaborating Partners

The Police and Crime Commissioner for Cheshire

The Chief Constable of Cheshire Constabulary

The Police and Crime Commissioner for Cumbria

The Chief Constable of Cumbria Constabulary

The Police and Crime Commissioner for Greater Manchester

The Chief Constable of Greater Manchester Police

The Police and Crime Commissioner for Lancashire

The Chief Constable of Lancashire Constabulary

The Police and Crime Commissioner for Merseyside

The Chief Constable of Merseyside Police

The Police and Crime Commissioner for North Wales Police

The Chief Constable of North Wales Police

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Definitions

In this General Agreement the following expressions shall have the following meanings:

Policing Bodies – The Police and Crime Commissioners for each of Cheshire, Cumbria, Greater Manchester, Lancashire Merseyside and North Wales.

Chief Constables – The Chief Constables of Cheshire, Cumbria, Greater Manchester, Lancashire Merseyside and North Wales

Collaboration Manager – the officer appointed on each specific collaborative arrangement to carry out the functions specified in the General Agreement otherwise known as centre manager or operational manager.

General Agreement – This Document incorporating the purpose of the collaborative venture, Statement of Intent, the general terms of specific collaboration arrangements and the governance structure.

North West ACPO Meeting (NWACPO) - The senior management board established to oversee the operational governance of all North West Regional Collaboration Partnerships.

North West Joint Oversight Committee (NWJOC) - A Joint Oversight Committee of Police and Crime Commissioners formed to secure the efficient and effective governance of collaboration arrangements agreed between the participating parties pursuant to section 23 Police Act 1996 as amended, and the Home Office Statutory Guidance for Police Collaboration.

Other Bodies- Bodies other than Policing Bodies and Chief Constables who may join the General Agreement as permitted by Section 22A(6) of the Act

Schedule(s) – Agreements developed and implemented relating to specific collaboration arrangements

Statement of Intent – The intention of the parties in working together under the General Agreement.

The Act- The Police Act 1996 (as amended)

The Collaboration Lead Policing Body- the responsible lead and budget holder for any specific collaboration arrangement

The Lead Policing Body-The lead Policing Body for the General Agreement

The Parties – The parties to the General Agreement and the Statement of Intent are the Policing Bodies and Chief Constables.

SECTION 1: THE PURPOSE OF THE GENERAL AGREEMENT

- 1.1 The Policing Bodies and Chief Constables wish to collaborate in the provision of policing services where such collaboration is in the interests of the efficiency or effectiveness of one or more police forces or Policing Bodies. The objective of such collaboration are to provide a more effective and efficient response to the work of policing across the policing areas in the region.
- 1.2 The benefits to be identified before entering such agreements must include all or a combination of the following: greater resilience and flexibility in the use of highly skilled specialist staff, reduction in duplication of roles and resources, and enhanced capability and capacity.
- 1.3 Specific collaboration arrangements are detailed in individual specific collaboration arrangements which form the Schedules to the General Agreement.

SECTION 2: THE LEGAL CONTEXT

2.1 The Legal Framework

- 2.1.1 This General Agreement is structured to identify the overall purpose of collaborative working, to agree to joint working, and to identify common provisions thereby enabling the parties to move quickly to agreeing specific collaboration arrangements once collaboration opportunities are identified in accordance with the duty of Chief Constables and Policing Bodies under sections 22B and 22C of the Act.

- 2.1.2 Section 22A of the Act enables the Chief Constables of one or more police forces and two or more Policing Bodies responsible for maintaining each such police force to make an agreement which includes provisions about the discharge of functions of members of a police force. This is called 'force collaboration provision'.
- 2.1.3 Section 22A of the Act enables the Chief Constables of one or more police forces and the Policing Bodies responsible for maintaining each such police force to make an agreement which includes provisions about support by a policing body for the police force which another policing body is responsible for maintaining. This is called 'policing body and force collaboration provision'. "Support" includes the provision of premises, equipment, staff, services and facilities
- 2.1.4 A Chief Constable may make an agreement only if the parties to the agreement include the Policing Body responsible for maintaining the Chief Constable's force.
- 2.1.5 Section 22A of the Act enables two or more Policing Bodies to make an agreement about the provision of support for any of those Policing Bodies. This is called policing body collaboration provision. "Support" includes the provision of premises, equipment, staff, services and facilities
- 2.1.6 A Policing Body or a Chief Constable may make an agreement only if it thinks that the agreement is in the interests of the efficiency or effectiveness of one or more Policing Bodies or Police Forces.
- 2.1.7 A Policing Body must consult the Chief Constable of police of the police force it is responsible for maintaining before making a collaboration agreement about policing body support unless that Chief Constable is a party to the agreement.
- 2.1.8 The terms of this general agreement are to be read in conjunction with the legislation and the Home Office Statutory Guidance for Police Collaboration.

2.2 Legal Compliance

- 2.2.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff, in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, discrimination legislation, Health and Safety etc.

2.3 Intellectual Property Rights

- 2.3.1 Intellectual property rights in any designs, works, written material etc created by staff and officers working on any specific collaboration arrangement and as part of the collaboration will vest in the collaborating parties jointly. In the event of termination of the specific collaboration arrangement or the General Agreement, the rights will remain joint unless and until agreed otherwise by the specific collaborating parties in writing. In default of such agreement the matter shall be decided by the NWJOC.

SECTION 3: STATEMENT OF INTENT

- 3.1 The Policing Bodies and the Chief Constables have agreed to work together in accordance with their relevant statutory powers and duties to set up, monitor and conduct collaborative working across various policing services. Working in this way will also allow the Policing Bodies and Chief Constables to keep existing collaborative arrangements under review and to consider engagement with prospective collaboration partners.
- 3.2 The Policing Bodies and Chief Constables will agree to work together in accordance with the terms set out in specific collaborative arrangements where they consider it appropriate to do so.
- 3.3 This agreement and the governance arrangements described and referred to in Section 7 enable the Policing Bodies and Chief Constables to take a consistent

approach to making collaboration arrangements and exploring other opportunities to collaborate that may be available pursuant to their duties under Section 23HA of the Act.

SECTION 4: ADDITIONAL PARTIES

4.1 Further UK Policing Bodies, Chief Constables and other bodies may be added to this General Agreement and to specific collaboration arrangements with the agreement of the Parties.

SECTION 5: INTERPRETATION

5.1 Any clause headings in this General Agreement are for convenience of reference only and shall not affect its interpretation.

5.2 In this Agreement unless the context otherwise requires:-

- (i) References to Clauses, Appendices and Schedules are to be construed as references to the clauses and schedules to this General Agreement;
- (ii) Words importing the plural shall include the singular and vice versa and words importing the masculine gender shall include the feminine and vice versa and words denoting persons shall include companies;
- (iii) References to any statutes or statutory provisions include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- (iv) Any reference in this General Agreement to person or entity includes individuals, corporations sole, bodies corporate, incorporated associations and partnerships;
- (v) 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;

- (vi) The words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (vii) The words "day", "month", "year" and "quarter" mean calendar day, calendar month, calendar year and calendar quarter, unless otherwise stated; and
- (viii) All references to the Policing Bodies include their permitted successors and assigns.

5.3 The Appendices form part of this General Agreement

5.4 Schedules relating to specific collaboration projects form part of this Agreement.

5.5 Any conflict, ambiguity or inconsistency between the provisions of the Clauses (of the General Agreement) its Appendices and the Schedules shall be resolved by agreement of the Parties or in default by the NWJOC.

SECTION 6: COMMENCEMENT, AMENDMENTS & TERMINATION OF GENERAL AGREEMENT

6.1 Commencement of the General Agreement

6.1.1 This General Agreement shall come into force on the [1st July 2014] and will replace the earlier General Agreement which came into force on 1st April 2011. The General Agreement shall continue in force until terminated under the provisions of this section.

6.2 Amendment to the General Agreement

6.2.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under s23G (4) (b) of the Act, the terms of the General Agreement may be altered by agreement between the Parties to the Agreement.

6.2.2 Where the specific collaborative arrangements are amended, any amendments must be approved by the parties to them.

6.2.3 Variation to the agreements will be made where directed by the Secretary of State under s23G (4) of the Act.

6.2.4 Any variation agreed by the parties to the General Agreement will constitute the termination of the General Agreement and an agreement of a new one.

6.3 Withdrawal of a Party from the Agreement

6.3.1 Any party to the General Agreement may, by giving 12 months written notice to the other Parties, seek to withdraw from the agreement provided that:

- (i) No such notice shall be given without prior consultation with the other Parties.
- (ii) No such notice shall be given so as to withdraw from the General Agreement prior to 31st March 2016.
- (iii) The date specified in the notice must be the last day of a calendar month.

(iv) Notice to be copied to the Policing Body and Chief Constables.

6.3.2 Any party to a specific collaboration arrangement may, by giving 12 months written notice to the other participating Parties, seek to withdraw from the agreement provided that:

(i) No such notice shall be given without prior consultation with the other participating Parties.

(ii) No such notice shall be given so as to withdraw prior to the expiry of 12 months from the commencement date of the specific collaboration.

(ii) The date specified in the notice must be the last day of a calendar month.

(iii) Notice to be copied to all participating Policing Body Chief Executives and Chief Constables

6.4 Consequences of Withdrawal and Termination

6.4.1 The General Agreement can only be terminated and/or varied by the joint agreement of the Policing Bodies and the Chief Constables.

6.4.2 The termination of the General Agreement will have the effect of terminating the whole Agreement which includes the Statement of Intent and all individual specific collaboration arrangements that are in place at the date of termination. The termination or variation of any individual specific collaboration arrangement will not act as a termination of the General Agreement unless agreed by the parties.

- 6.4.3 Where the Parties agree to terminate the General Agreement under section 6.3.1 above, the date of termination and the exit strategy will be agreed by the Policing Bodies and the Chief Constables.
- 6.4.4 A party withdrawing from the General Agreement under Section 6.3.1 above, shall be liable:
- i) to honour its share of any contractual obligations entered into as part of this agreement prior to the end of the notice period; and
 - ii) for all other contributions due from it to the other parties in respect of this agreement prior to and during the notice period.
- 6.4.5 A specific collaboration arrangement can only be terminated and/or varied by the joint agreement of the participating Policing Bodies and the Chief Constables.
- 6.4.6 The termination or variation of any individual specific collaboration arrangement will not act as a termination of the General Agreement unless agreed by the parties.
- 6.4.7 Where the Parties agree to terminate a specific collaboration arrangement under section 6.4.5 above, the date of termination and the exit strategy will be agreed by the participating Policing Bodies and the Chief Constables. Legal title to property, vehicles and equipment will remain with the providing Policing Body/Force as set out in Section 11 or where assets are joint assets those assets will be valued and shared as agreed in the specific collaboration arrangements. Any costs associated with staff and/or officers shall be dealt with in accordance with clause 10.1.6.
- 6.4.8 A party withdrawing from a specific collaboration arrangement under Section 6.3.2 above, shall be liable for all the costs and liabilities associated with the withdrawal from the specific collaboration arrangement (but not including the establishment of any replacement service) and (except as provided for otherwise in the specific collaboration arrangement) for liabilities and costs arising from any operations, and

shall meet such costs in the proportions referred to in Section 8.2 or in any specific collaborative arrangement Schedule.

SECTION 7: GOVERNANCE ARRANGEMENTS

7.1 Policing Body and Police Force Governance

- 7.1.1 The Policing Bodies and Chief Constables have agreed a governance structure for overseeing collaboration arrangements through the NWJOC and NWACPO meetings. The overarching principles for collaboration are attached at Appendix 1.
- 7.1.2 The terms of reference of the NWJOC are set out at Appendix 2. These identify the role of the Committee, its composition and scope of its decision making. These governance arrangements may be varied from time to time by the agreement of the Policing Bodies.
- 7.1.3 The affairs, business and decision making of the Chief Constables shall be managed through the NWACPO meeting.
- 7.1.4 The NWACPO meeting is the Management Board for the North West Regional Police collaboration programme. NWACPO meeting will resolve any high level strategic service delivery issues which cannot be resolved through line management arrangements.

7.2 Audit and Inspection

- 7.2.1 Without prejudice to the operational independence of the Chief Constables, and subject to the disclosure and security of information being managed on a 'need to know' basis:

- i) An internal audit / inspection can be coordinated and commissioned by the NWJOC and any findings will be shared, with the Chief Constables and the Policing Bodies at the Joint Oversight Committee.
- ii) Records maintained by all Parties in respect of specific collaborative agreements will be accessible to internal audit from the other Parties to that specific collaboration arrangement.
- iii) The collaboration arrangements may also be subject to external audit/inspection, for instance by HMIC. Managers responsible for any specific collaboration arrangement will ensure that any findings are shared with the Parties to that arrangement and that appropriate action planning takes place.
- iv) Costs relating to internal audit will be shared in accordance with the proportions referred to in Section 8.2 or in the specific Schedule relating to the specific collaboration arrangement.

7.3 Review

- 7.3.1 The General Agreement shall be reviewed by 31st March 2015 (the "initial review") and every two years thereafter, or earlier by agreement of the Parties. The method and purpose of the review process is to ensure that the General Agreement is functioning effectively in line with the objectives set by the Parties. This will include an assessment as to whether strategic objectives are being met; the perceived benefits are being realised; or whether there would appear to be a better way of delivering collaboration within the Region.
- 7.3.2 Performance monitoring should be in place for the individual specific collaboration arrangements and will be reviewed by the Chief Constable Lead, with any exceptional issues being raised to the NWACPO meeting. Performance Monitoring will be provided to the NWJOC on an exception basis. A full review may also be commissioned if there are felt to be significant failings in the command of any of the

services provided or if any incident or series of incidents arises which gives the Parties cause for concern. Reviews may be commissioned by the NWACPO or the NWJOC or following external review of the service such as by HMIC.

- 7.3.3 Such reviews are without prejudice to any performance monitoring of individual specific collaborative arrangements that any of the Policing Bodies may wish to undertake from time to time either individually or by the NWJOC acting on their behalf.

SECTION 8: BUDGET & COST SHARING

8.1 Budget

- 8.1.1 Without prejudice to the Policing Bodies' role in budgetary matters the budget for the running of the specific collaboration arrangements will be identified by the Chief Constables who will advise the NWJOC accordingly.
- 8.1.2 The collaborating Forces will each work to their own Financial Regulations, as approved by the relevant Policing Body until a common set of financial regulations are approved. In addition until this work is completed, for financial management arrangements, any collaboration arrangements will adopt the approved Financial Regulations of any collaborating Force, to be agreed by the Chief Constables prior to implementation of the Collaboration Arrangement.
- 8.1.3 The procedure for financial management in relation to specific collaboration arrangements will be agreed between the Policing Body Chief Financial Officers and Chief Constables' Chief Financial Officers.

8.1.4 The Collaboration Lead Chief Constable will be the responsible budget holder for any collaboration arrangement and for any agreed allocated budget will comply with the agreed financial instructions.

8.1.5 For the avoidance of doubt the Policing Bodies will require year on year, to be advised of the resourcing requirements (including any savings and their proposed reinvestment) for the delivery of the service provided by any specific collaboration arrangements in order that the participating Policing Bodies are able to consider the resourcing requirement in determining their annual budgets. In this context the word "considers" means to exercise executive decision-making capacity.

8.2 Sharing of Costs

8.2.1 Costs associated with staff, officers, on-costs and non pay expenditure, which provide for the running of the General Agreement have been agreed as part of the shared budgetary arrangements determined by the Policing Bodies of the NWJOC in accordance with the Joint Committee's Strategy, and shall be borne by the Policing Bodies.

8.2.2 The Lead Policing Body responsible for administration of the General Agreement will invoice quarterly in arrears for the revenue costs incurred by the General Agreement

8.2.3 A Collaboration Lead Policing Body will be appointed as the accountable body for each specific collaborative agreement.

8.2.4 Costs associated with staff, officers, on-costs and non pay expenditure, which provide for the running of the specific collaborative arrangements are detailed in the Schedule relating to that specific collaborative activity.

SECTION 9: INSURANCE AND LIABILITY

- 9.1 Each Party will remain liable in accordance with the law for the acts and omissions of its own officers and staff.
- 9.2 Each Party shall indemnify and keep indemnified the other Parties against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence of its officers and/or staff or breach of its obligations under the General Agreement.
- 9.3 Where public liability claims, judicial review, complaints, arise from collaborative working, the Parties will agree the way in which those matters will be handled on a case by case basis.

SECTION 10: PEOPLE ISSUES

10.1 HR Matters

- 10.1.1 Existing staff and police officers who work within the specific collaboration arrangements from each Police Force shall continue as employees and officers of the original employing Policing Body/Force irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of the original Policing Body/Chief Constable.
- 10.1.2 New staff appointed to work within a specific collaboration arrangement after its creation who were already employed or appointed to one party prior to an agreement shall continue as employees and members of the original employing Policing Body/Force irrespective of their place of work. Their pay, welfare, pensions, terms

and conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of the original Policing Body/Chief Constable.

- 10.1.3 New staff appointed to a specific collaboration arrangement from outside a participating Force will be employed /appointed by one party and treated in the same manner as existing employees / officers as set out in clause 10.1.1.
- 10.1.4 The Chief Constables will agree which Force will be the lead force for the recruitment of personnel under this section and in the case of new staff a mechanism for contributing to any costs arising out of the termination of that employment / office in the event the collaboration is terminates / concludes.
- 10.1.5 The Chief Constables will explore opportunities for the adoption of common policies and procedures in respect of working practices in specific collaboration arrangements including common standards for the officers and staff with regard to conduct, dress and work ethic. Until those policies are agreed, the Officers and staff will comply with the policies in place within their Home Force.
- 10.1.6 Where the General Agreement is terminated under section 6.4.1 of the Agreement, the party supplying staff or officers will be liable for the costs and liabilities arising as a result of the termination. This will include costs of any redundancy resulting from termination of the Agreement and the redeployment of staff and/or officers. All such costs will be shared by the Policing Bodies as part of the shared budgetary arrangements determined by the Policing Bodies of the NWJOC in accordance with the Joint Oversight Committee's Strategy.
- 10.1.7 Where a party withdraws from a specific collaboration arrangement or it is terminated, any cost of redundancy resulting from the withdrawal or termination of the specific collaboration arrangement and the redeployment of staff or officers transferred to the specific collaboration arrangement will be shared between the participating Chief Constables by agreement on a specific case basis.

10.2 Direction and Control

10.2.1 Chief Constables will retain legal direction and control and thus liability for their respective officers and staff working within any specific collaboration arrangements.

10.2.2 Officers and staff working within a specific collaboration arrangement will be required by their appointing Chief Constable to work to the instruction of the specific Collaboration Manager.

10.3 Policies and Procedures

10.3.1 The Parties will work together to ensure that their policies and procedures relevant to specific collaboration arrangements are reviewed and over time they achieve common policies. Where joint policies are not in existence/have yet to be agreed clear guidance will be given to staff as to which force or national policy should be applied. Generally this will mean officers and staff will follow their own Force policies until and unless joint policies are agreed.

10.4 Disciplinary Arrangements

10.4.1 All complaints, grievances and conduct issues raised by or against officers or staff working within a specific collaboration arrangement will be dealt with by their employing/appointing Force (unless otherwise agreed) in accordance with their respective Professional Standards Unit's operating protocol or police staff discipline policies.

10.4.2 The Chief Constables will consider how best to create and implement joint policies and procedures for the handling of complaints, grievances and conduct issues. Joint policies and procedures will be implemented with the agreement of all Chief Constables.

10.5 Vetting

- 10.5.1 All staff and officers seeking access to Parties' systems or information will be vetted to the level required by the party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 10.5.2 The Chief Constables will work to agree a standard approach for vetting of staff and officers.

10.6 Health and Safety

- 10.6.1 Each Party will be responsible for the health and safety of their officers and staff working in any specific collaboration arrangement.
- 10.6.2 The Collaboration Manager will be responsible for ensuring that all appropriate risk assessments have been carried out for specific arrangements and that they are up to date and are complied with.
- 10.6.3 The Chief Constables will work towards a joint risk assessment and health and safety procedures for the specific collaboration arrangements.

SECTION 11: ASSETS

- 11.1 Legal title to equipment and premises operated or used by any specific collaboration arrangement shall remain with the providing Policing Body unless indicated otherwise in the specific Schedule Agreement. Asset registers will be provided by the Chief Constables on the commencement date as a record to be used in the event that such assets are sold or an agreement is terminated. An asset register will

continue to be maintained by the Lead Policing Body for each specific collaboration arrangement.

- 11.2 Unless agreed to the contrary by the Policing Bodies, new equipment acquired on or after the commencement date of a specific collaboration arrangement will be purchased by a Collaboration Policing Body. Ownership of the asset will remain with the purchasing Policing Body. Revenue costs associated with the asset, where specifically agreed by the parties, will be shared in accordance with the Schedule relating to that specific collaboration arrangement. Where the cost of the asset is such that it is required by the Financial Regulations of any of the Policing Bodies to be recorded in the Asset Register then it will be so recorded in the Asset Register maintained by the purchasing Policing Body.
- 11.3 The Chief Constables are responsible for the maintenance of asset registers for property owned by their Force/Policing Body. Where Chief Constables/Policing Bodies provide assets to be used by a specific collaboration arrangement, an asset register will be maintained by the Collaboration Manager. The register will clearly identify the owner of the assets listed in it.

SECTION 12: SUPPORT SERVICES FOR COLLABORATION ARRANGEMENTS

- 12.1 Individual specific collaboration arrangements will be given support from a range of supplying and support departments from Forces to ensure efficient functioning. This will normally be provided by The Collaboration Lead Policing Body unless otherwise agreed between the parties to the specific collaboration arrangement.
- 12.2 Where it is desirable, a memorandum of understanding (MOU) will be entered into for the provision of support services to the specific collaboration arrangement. Performance against any MOUs will be monitored by the Collaboration Manager and the Heads of the relevant support/supplying departments.

SECTION 13: INFORMATION MANAGEMENT

- 13.1 Information created by a specific collaboration arrangement will be shared equally by the Parties and will be retained in accordance with each party's information management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of MOPI.
- 13.2 For the purposes of the Data Protection Act 1998, and until agreement is reached in respect of a joint Data Controller, each party remains the data controller for any personal information recorded on the information systems (electronic and paper) under their control, i.e. within the relevant party's electronic network or in structured and unstructured filing systems operated and stored on the relevant Policing Body/Force's premises.
- 13.3 Each Party will be responsible for ensuring compliance with the Data Protection Act 1998 in regard to the processing of data. This includes the provision and sharing of data for use by the NWJOC, for data which is created by the NWJOC and specific collaboration arrangements.
- 13.4 The activities of staff from one Force in respect of access to and use of any information owned by another party will be governed by the policies of the employing Force, which will have been assessed to ensure broad compatibility.
- 13.5 In respect of all issues relating to shared information management in specific collaboration arrangements, a Single Point of Contact, determined by the Collaboration Manager will be consulted and will provide advice on operational issues on behalf of all parties.
- 13.6 Freedom of Information requests relating to the conduct of the General Agreement will be dealt with by the Policing Bodies. The Lead Policing Body will be responsible for co-

ordinating the response, agreeing the disclosure with the other parties and replying to the request.

- 13.7 Freedom of Information requests relating to the conduct of specific collaboration arrangements will be dealt with by the Collaboration Manager who will be responsible for co-ordinating the response through the relevant parties freedom of information decision maker, agreeing the disclosure with the other parties and replying to the request.

SECTION 14: RESOLUTION OF DISPUTES

- 14.1 Any disputes arising from the day to day management of a specific collaboration arrangement shall initially and immediately be referred to the Collaboration Manager.
- 14.2 If the dispute cannot be resolved successfully by these means it will be dealt with in accordance with the provisions of the specific collaboration arrangement.
- 14.3 If a resolution still cannot be agreed the matter shall be referred to the NWJOC whose decision shall be final and binding.

SECTION 15 : CONFIDENTIALITY

- 15.1 Except to the extent set out in this Clause 15.2 or where disclosure is expressly permitted elsewhere in this General Agreement or in a specific collaboration arrangement, each Party will:
- (i) treat the Confidential Information of the other Parties as confidential and safeguard it accordingly; and
 - (ii) not disclose Confidential Information of any other Party to any other person without the owner's prior written consent.

15.2 Clause 15.1 will not apply to the extent that:

15.2.1 such disclosure is a legal requirement placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations; or

15.2.2 such information was:

- in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- obtained from a third party without obligation of confidentiality;
- already in the public domain at the time of disclosure otherwise than by a breach of this agreement; or
- independently developed without access to the other Party's Confidential Information.

15.3 The Parties will not use any of the Confidential Information received otherwise than for the purposes of this General Agreement or any specific collaboration arrangement.

SECTION 16: MISCELLANEOUS

16.1 Any notice to be given under this Agreement must be in writing and may be delivered to a Chief Constable or a Policing Body where applicable by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.


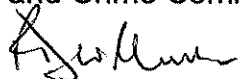
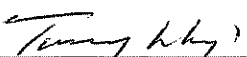

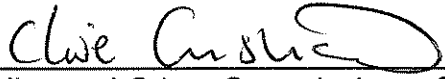
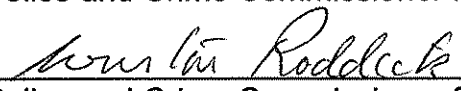
<u>Method of Service</u>	<u>Deemed day of receipt</u>
By hand or courier	The day of delivery
By pre-paid first class post	The second Business Day after posting
By recorded delivery post	The next Business Day after posting
By fax (providing the sender's fax, machine after sending, confirms complete and error-free transmission of that notice)	The next Business Day or, if sent before 16.00 on the Business Day it was sent

to the correct fax number)	
By e-mail (provided the recipient confirms complete and error-free transmission of that notice to the correct email address)	The next Business Day or, if sent before 16.00 on the Business Day it was sent.


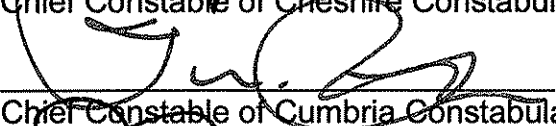

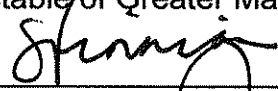
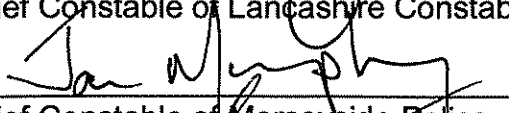
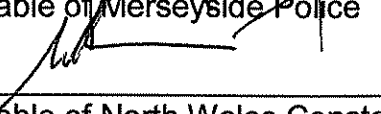
- 16.2 None of the parties to this Agreement may sign or transfer the benefit, responsibilities or liabilities under this agreement as a whole or in part, or any of its rights or obligations under it, without first obtaining the written consent of all the other parties. That consent may not be unreasonably withheld or delayed.
- 16.3 This Agreement is binding upon the parties and their respective successors and permitted assignees.
- 16.4 This Agreement is governed by and is to be construed in accordance with English Law. The English courts will have exclusive jurisdiction to deal with any dispute which has arisen or which may arise out of or in connection with this Agreement.

Signatories to the Statement of Intent and General Agreement

POLICING BODY

 _____ Police and Crime Commissioner for Cheshire	_____ Dated 1/7/14
 _____ Police and Crime Commissioner for Cumbria	_____ Dated 2/5/14
 _____ Police and Crime Commissioner for Greater Manchester Police	_____ Dated 19/5/14
 _____ Police and Crime Commissioner for Merseyside	_____ Dated 17.6.14
 _____ Police and Crime Commissioner for Lancashire	_____ Dated 10.6.14
 _____ Police and Crime Commissioner for North Wales	_____ Dated 30 June 2014.

CHIEF CONSTABLES

 _____ Chief Constable of Cheshire Constabulary	_____ Dated 1/7/14
 _____ Chief Constable of Cumbria Constabulary	_____ Dated 6/5/14
 _____ Chief Constable of Greater Manchester Police	_____ Dated 4.6.14.
 _____ Chief Constable of Lancashire Constabulary	_____ Dated 10/6/14.
 _____ Chief Constable of Merseyside Police	_____ Dated 13/6/14
 _____ Chief Constable of North Wales Constabulary	_____ Dated 27/6/14

APPENDIX 1 : THE OVERARCHING PRINCIPLES FOR COLLABORATION

The North West Joint Committee set up by the former Police Authorities set out a number of key principles for Regional Collaboration. The North West Joint Oversight Committee established by the Police and Crime Commissioners for each of Cheshire, Cumbria, Lancashire, Greater Manchester, Merseyside and North Wales adopt the established principles.

The objectives outlined below are designed to complement the primary statutory functions of Authorities and Forces to deliver locally accountable services:

1. The primary aim of collaboration is to provide greater good for the people of the North West.
2. The North West Regional Police and Crime Commissioners and Chief Constables will work to provide joint services where a business case identifies the potential for greater efficiency and effectiveness, added value or reduced costs.
3. The North West region is a recognised entity with media coverage co-terminus with its geographic boundary. The six Police and Crime Commissioners and Chief Constables within the region will work with other partners to extend the breadth of collaborative activities where it is appropriate.
4. Any aspect of policing, other than Neighbourhood Policing, may be considered for Joint Working.
5. Joint Working will only be agreed where it significantly reduces cost or where it significantly adds to capability or efficiency and where any changes in risk levels to the public have been fully considered.

6. It is recognised that there are already numerous examples of best practice within different aspects of policing in the North West. Where Joint Working is considered, the Force delivering best value in any given business area will be used as the benchmark against which any collaboration should deliver.
7. The North West region will provide savings in appropriate services by sharing their development and operation, by ensuring interoperability of systems and by delivering economies of scale through sharing of overhead costs.
8. North West police forces will engage with non-police partners across the region in pursuit of common objectives and so maximise the opportunities to achieve additional finance from available funding streams.
9. The region will contribute to the national policing agenda using its combined strength to increase the influence of the North West at a national level.
10. The regional collaboration structure will provide significant support for North West forces but this will not preclude collaborative working with other forces/partners outside the region. Likewise, forces may opt in or out of individual schemes as they are proposed to best suit their operational and/or financial needs.
11. The North West ACPO Regional meeting will become the Management Board for regional collaborative activity and collaboration will form the main agenda item. The Chief Superintendent, Regional Collaboration Co-ordinator will ensure that updated actions and reports are available and will facilitate the meeting.
12. The North West Joint Oversight Committee of Police and Crime Commissioners will provide the governance structure and oversight of collaborative activity. The Chief Superintendent, Regional Collaboration Coordinator will work to support the Joint Oversight Committee meetings by providing requisite updates and papers.

13. Each member Force will provide the assistance and expertise required to progress collaborative working as either a 'virtual' or a 'substantial' member of a team depending on the individual needs of specific projects.

14. The most appropriate model will be applied to each collaborative venture to ensure that the maximum progress is made with the minimum amount of bureaucracy i.e. Reciprocal Agreement, Joint Initiative, Lead Organisation, Joint Venture or alternative models such as Outsourcing or Public Sector Cooperative Agreements. The model selected will be determined by the complexity of the proposed agreement and the regulations surrounding it (e.g. Procurement Regulations, Direction and Control issues etc.)

15. The funding formula for individual collaborative agreements will be based upon:
 - the agreed business case
 - the number of participants
 - the extent of involvement within the agreement

APPENDIX 2 : TERMS OF REFERENCE NWJOC

The Police and Crime Commissioners for each of Cheshire, Cumbria, Lancashire, Greater Manchester, Merseyside and North Wales agreed the Constitutional Arrangements and Terms of Reference for the NWJOC attached. These set out the Constitutional Arrangements and Terms of Reference for the NWJOC.

