


**POLICE AND CRIME COMMISSIONER (PCC) FOR LINCOLNSHIRE  
REQUEST FOR DECISION**

REF: 017 – 2016  
DATE: 15 AUGUST 2016

<b>SUBJECT</b>		<b>Ratification of the collaboration agreement for the ACRO Criminal Records Office</b>
<b>REPORT BY</b>	DCC Knighton	
<b>CONTACT OFFICER</b>	T/Insp Hardy	
<b>EXECUTIVE SUMMARY AND PURPOSE OF REPORT</b>		
<p>This decision request relates to the ratification of the National Police Collaboration Agreement relating to the ACRO Criminal Records Office under Section 22A of the Police Act 1996.</p>		
<b>RECOMMENDATION</b>	<p><i>CC and PCC to sign the agreement despite the issue with data protection aspect of the agreement discussed under legal considerations.</i></p>	

<b>POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE</b>	
I hereby approve the recommendation above, having considered the content of this report.	
Signature: 	Date: 15/8/16

**A. NON-CONFIDENTIAL FACTS AND ADVICE TO THE PCC**

**A1. INTRODUCTION AND BACKGROUND**

The ACRO Criminal Records Office manages criminal record information and improves the exchange of criminal records and biometric information.

ACRO has four portfolio areas that have responsibility for delivering services. These portfolios are the Bureau, Central Services, Criminal Records, Intelligence and Operations, and International Criminal Conviction Exchange. The teams provide an efficient and effective service aimed at supporting operational policing in the UK and overseas by exchanging criminal conviction information.

The ACRO Criminal Records Office is hosted by the Hampshire Constabulary and the Chief Constable of Hampshire has been designated under Statute to deliver the United Kingdom Central Authority for the Exchange of Criminal Records (UKCA-ECR).

Furthermore ACRO, on behalf of the International Criminality Unit at the Home Office, develop information sharing agreements with priority countries outside of Europe. This includes countries such as Albania, Jamaica, Nigeria, Ghana, Vietnam, Cambodia, the Philippines and Thailand. Activity in this area is supported by the National Crime Agency.

The importance of forces having an effective strategy to identify and tackle the threat of offending by foreign nationals where domestic police intelligence needs to be supplemented by data overseas cannot be underestimated. Failure to undertake such checks could severely undermine the reputation of the police service and call into question our ability to bring offenders to justice, sustain community safety and strengthen border controls.

The collaboration agreement aims to cement the funding for ACRO moving forward.

## **A2. LINKS TO POLICE AND CRIME PLAN AND PCC'S STRATEGIES/PRIORITIES**

ACRO forms a critical link and data exchange for policing. If ACRO access was no longer available to Lincolnshire police this would be operationally damaging and detrimental to our reputation.

The purpose of the police and crime plan is to keep the people of Lincolnshire safe from those who would commit harm. Foreign national offender conviction information is a critical success factor in achieving this.

ACRO is the primary way Lincolnshire police can check the offending history of persons who have convictions abroad. The direct benefits having this information are:

- The ability to identify sex offenders who can be registered and managed under the sexual offences Act 2003 – to protect vulnerable victims from harm.
- The ability to proactively seek out and uncover persons wanted overseas and expedite their extradition from the UK – removing those who pose a threat to our communities.
- The information directly increases the court's ability to sentence – holding offenders to account for their actions.
- The information directly assists in making decisions on whether a person is suitable for police bail.
- It has the ability to exposing persons using false identities.
- It is a cost saving measure; those persistent foreign national offenders who are a drain on policing costs can be removed.

If Lincolnshire police could not accurately identify the threat, risk and harm posed by a Foreign national offender (bearing in mind approximately one third of arrested nominals are

Foreign national offenders) the consequential compromising position would be one which may damage our reputation significantly.

## **B. FINANCIAL CONSIDERATIONS**

The budget being requested from the police service for 2016/17 has been developed on the basis of sustaining the ACRO required budget at hugely reduced levels after ACRO has undertaken significant efficiency savings. The total contribution from the police service will amount to £2.85m. ACRO will seek to recover £1.44m from other agencies who utilise their services. It is recommended by Chief Constable Sara Thornton that Chief constables nationally approve the contribution of £2.85m from the police service in order to meet the cost of the provision of ACRO and ICCE services for 2016/17.

Despite the manner in which the funding amounts are requested from each force not being explicitly clear in Schedule 5 of the agreement, it appears that the funding requesting of 0.7% of the total amount from Lincolnshire has been based on the National Police Funding allocation.

**The total average expected contribution for Lincolnshire in 2016/2017 is £19,740.**

**Advice sought from the force's Chief Finance officer is that this collaboration expense is already anticipated in the budget.**

It is important to point out that no consideration has been drafted into the agreement on what might happen if the funding formula for policing changes. This could have a dramatic impact on the cost of this service for Lincolnshire.

## **C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS**

*[This should include the legal powers the PCC has for making the decision]*

In relation to the agreement the following point has been highlighted by East Midlands legal services solicitor as an issue with the agreement; The data protection provisions (clause 24) need to be clarified. Clause 24.2 seems to contradict clause 24.3, the latter of which states that all requests shall be dealt with by the National Police FOIA and DP Unit. It also states that the NPCC acting by its Chair is the Data Controller for personal data processed by ACRO on behalf of the NPCC; however the NPCC is not a separate legal entity so in my view cannot be a Data Controller; my view is that the parties are Data Controllers in Common in respect of any personal data held on national or local databases in connection with ACRO (including that used by the NPCC) and the clause should be amended to reflect this.

## **D. PERSONNEL AND EQUALITIES ISSUES**

No personnel or equalities issues have been identified.

### **E. REVIEW ARRANGEMENTS**

There is an embedded review and management process in the agreement with suitable revision conditions. There is a three year review program and suitable withdrawal clauses.

### **F. RISK MANAGEMENT**

There would be a considerable risk posed to the force's reputation if an arrangement with ACRO was not reached.

### **G. PUBLIC ACCESS TO INFORMATION**

Information in this form along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation. Part 1 of this form will be made available on the PCC's website within one working day of approval. However, if release by that date would compromise the implementation of the decision being approved, publication may be deferred. An explanation for any deferment must be provided below, together with a date for publication.

**Is the publication of this form to be deferred? No**

**If Yes, for what reason: This decision relates to the agreement of a specific operational policing tactic.**

**Until what date: Indefinite**

Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate part 2 form.

**Is there a part 2 form? No**

**If Yes, for what reason:**

### **ORIGINATING OFFICER DECLARATION**

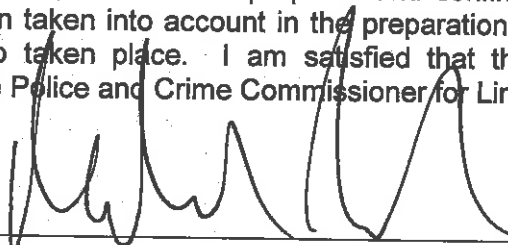
Originating Officer:

Initial to confirm

AM,

DCC Knighton recommends this proposal for the reasons outlined above.	g.
Financial advice: The PCC's Chief Finance Officer has been consulted on this proposal.	JCF
The CC's Chief Finance Officer has been consulted on this proposal.	AX
Monitoring Officer: The PCC's Monitoring Officer has been consulted on this proposal	of
Chief Constable: The Chief Constable has been consulted on this proposal	NL

### OFFICER APPROVAL

<b>Chief Executive</b>	
I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. Consultation outlined above has also taken place. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lincolnshire.	
<b>Signature:</b>	
<b>Date:</b>	3/9/16



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**Dated:** 2016

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**A Collaboration Agreement – for the ACRO Criminal Records Office**

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**National Police Collaboration Agreement Relating to the ACRO Criminal Records Office (ACRO) under Section 22A of the Police Act 1996**

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**THIS DEED OF AGREEMENT** is made on

2016

**BETWEEN THE FOLLOWING CHIEF OFFICERS**

- (1) The Chief Constable of Avon and Somerset Constabulary
- (2) The Chief Constable of Bedfordshire Police
- (3) The Chief Constable of Cambridgeshire Constabulary
- (4) The Chief Constable of Cheshire Constabulary
- (5) The Commissioner of Police for the City of London
- (6) The Chief Constable of Cleveland
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Devon & Cornwall Police
- (9) The Chief Constable of Derbyshire Constabulary
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary
- (22) The Chief Constable of Leicestershire Police
- (23) The Chief Constable of Lincolnshire Police
- (24) The Chief Constable of Merseyside Police
- (25) The Commissioner of Police of the Metropolis
- (26) The Chief Constable of Norfolk Constabulary
- (27) The Chief Constable of North Wales Police
- (28) The Chief Constable of North Yorkshire Police
- (29) The Chief Constable of Northamptonshire Police

- (30) The Chief Constable of Northumbria Police
- (31) The Chief Constable of Nottinghamshire Police
- (32) The Chief Constable of South Wales Police
- (33) The Chief Constable of South Yorkshire Police
- (34) The Chief Constable of Staffordshire Police
- (35) The Chief Constable of Suffolk Constabulary
- (36) The Chief Constable of Surrey Police
- (37) The Chief Constable of Sussex Police
- (38) The Chief Constable of Thames Valley Police
- (39) The Chief Constable of Warwickshire Police
- (40) The Chief Constable of West Mercia Police
- (41) The Chief Constable of West Midlands Police
- (42) The Chief Constable of West Yorkshire Police
- (43) The Chief Constable of Wiltshire Police

**BETWEEN THE FOLLOWING POLICE AND CRIME COMMISSIONERS**

- (44) Police and Crime Commissioner for Avon and Somerset
- (45) Police and Crime Commissioner for Bedfordshire
- (46) Police and Crime Commissioner for Cambridgeshire
- (47) Police and Crime Commissioner for Cheshire
- (48) The Common Council of the City of London in its capacity as Police Authority
- (49) Police and Crime Commissioner for Cleveland
- (50) Police and Crime Commissioner for Cumbria
- (51) Police and Crime Commissioner for Derbyshire
- (52) Police and Crime Commissioner for Devon & Cornwall
- (53) Police and Crime Commissioner for Dorset
- (54) Police and Crime Commissioner for Durham
- (55) Police and Crime Commissioner for Dyfed-Powys
- (56) Police and Crime Commissioner for Essex
- (57) Police and Crime Commissioner for Gloucestershire
- (58) Police and Crime Commissioner for Greater Manchester
- (59) Police and Crime Commissioner for Gwent

- (60) Police and Crime Commissioner for Hampshire
- (61) Police and Crime Commissioner for Hertfordshire
- (62) Police and Crime Commissioner for Humberside
- (63) Police and Crime Commissioner for Kent
- (64) Police and Crime Commissioner for Lancashire
- (65) Police and Crime Commissioner for Leicestershire
- (66) Police and Crime Commissioner for Lincolnshire
- (67) Police and Crime Commissioner for Merseyside
- (68) The Mayor's Office for Policing and Crime
- (69) Police and Crime Commissioner for Norfolk
- (70) Police and Crime Commissioner for North Wales
- (71) Police and Crime Commissioner for North Yorkshire
- (72) Police and Crime Commissioner for Northamptonshire
- (73) Police and Crime Commissioner for Northumbria
- (74) Police and Crime Commissioner for Nottinghamshire
- (75) Police and Crime Commissioner for South Wales
- (76) Police and Crime Commissioner for South Yorkshire
- (77) Police and Crime Commissioner for Staffordshire
- (78) Police and Crime Commissioner for Suffolk
- (79) Police and Crime Commissioner for Surrey
- (80) Police and Crime Commissioner for Sussex
- (81) Police and Crime Commissioner for Thames Valley
- (82) Police and Crime Commissioner for Warwickshire
- (83) Police and Crime Commissioner for West Mercia
- (84) Police and Crime Commissioner for West Midlands
- (85) Police and Crime Commissioner for West Yorkshire
- (86) Police and Crime Commissioner for Wiltshire

(together the "Parties")

#### **RECITALS**

- (A) Following the review of the Association of Chief Police Officers (ACPO) by General Sir Nick Parker, the ACRO Criminal Records Office (ACRO) was identified as having an essential responsibility for the delivery of its core areas of expertise. However, it was agreed that

future public funding was to be reorganised in some cases, so as to align more effectively with individual force contributions. Police and Crime Commissioners (PCCs) were invited to review the continuation of ACRO and the hosting arrangements. The PCCs agreed that ACRO continues to offer value for money and that the hosting provision currently in place with Hampshire Constabulary should be retained.

- (B) In order to ensure that ACRO can continue to be sustained, it is necessary to provide a vehicle to ensure that collaborative and co-ordinated policing activity can take place. For this purpose, the Parties, with the support of the Home Secretary have agreed to deliver national services for ACRO, which shall be hosted by the Hampshire Constabulary (the "Host Force"). Direction and Control in relation to ACRO shall rest with the Chief Officer of Hampshire Police.
- (C) This Agreement is made pursuant to Section 22A Police Act 1996 (as amended) which enables police forces, local policing bodies as defined in that Act and other parties as defined in that Act to make an agreement about the discharge of functions by officers and staff, where it is in the interests of the efficiency or effectiveness of their own and other police force areas. By entering into this Agreement, the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under Section 23F Police Act 1996, to provide guidance about collaboration agreements and related matters.
- (D) The Parties have further taken account of the requirements of Section 24 Police Act 1996 in respect of matters in relation to the mutual aid between forces so as to allow the Police Service of Northern Ireland, Police Scotland and other signatories to this Agreement to participate in this Agreement insofar as they are able to do so, either as a party to this agreement or through other agreements. Initially the arrangements with Scotland and Northern Ireland will be recorded in a side letter.

## OPERATIVE PROVISIONS

### PART A: ABOUT THE AGREEMENT ITSELF

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"ACPO"	the Association of Chief Police Officers;
"ACRO"	the ACRO Criminal Records Office;
"ACRO Chief Executive"	the person appointed by the Chief Officer of the Host Force following consideration by the ACRO/UKCA Governance Board and currently employed by the Hampshire Constabulary;
"ACRO Activities"	the activities to be carried out by the Host Force in relation to ACRO as further set out in the terms of this Agreement (including <b>Schedule 1</b> to this Agreement) which shall include the UKCA-ECR Activities;
"ACRO/UKCA Governance Board"	the body set-up and operating in accordance with <b>clause 4</b> and <b>Schedule 2</b> ;
"Agreed Level of Reserve"	the agreed level of the reserve from time to time which shall be determined pursuant to <b>clause 17.2</b> ;
"Agreement"	the terms of this agreement as agreed between the Parties;
"Assets"	all tangible and non tangible assets (including land, buildings, equipment and assets) which are required for the purposes of carrying out ACRO Activities and for the purposes of this Agreement;
"ARC"	the Audit and Risk Committee;
"ARC Chair"	the Chair of the Audit and Risk Committee;
"Chief Constables' Council"	the senior operational decision-making body for the National Police Chiefs' Council being the mechanism by which all the Chief Officers of police (as defined by Section 101 Police Act 1996 (as amended)) consider national operational matters and have commissioned the continued provision of the ACRO Activities;
"Chief Officer"	a Chief Officer of police as defined under Section 101 of the Police Act 1996 (as amended);
"College of Policing"	the professional body for policing that supports the training and development of police officers and police staff;
"Direction and Control"	means the arrangements established for the day to day operational management of police officers and police staff and the control which is exercised over police officers and staff by the Chief Officer of the

Police Force by which they are appointed (as used by Sub Section 9A & 10 Police Act 1996 (as amended));

"DPA"	the Data Protection Act 1998 implementing the EU Personal Data Directive 95/46/EC and all applicable related and/or secondary Legislation and regulations, including the Criminal Justice and Data Protection (Protocol 36) Regulations 2014, together with all related EU Commission, Article 29 Working Party, responsible HM Government Department and/or Information Commissioner's Office regulatory opinions, codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"ECRIS"	the European Criminal Record Information System;
"Effective Date"	the date upon which the last signatory signs this Agreement;
"EIR"	the Environmental Information Regulations 2004 and all applicable related and secondary Legislation and regulations, together with all related EU Commission, responsible HM Government Department, and/or Information Commissioner's Office regulatory opinions, codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"Exit Strategy"	the exit strategy to be prepared by the ACRO/UKCA Governance Board in consultation with the Host Force which shall set out what shall happen on the termination of this Agreement in relation to assets, staff, third party contracts, intellectual property, leases, licence or other arrangements in respect of premises and shared equipment;
"Financial Year"	a year commencing on 1 April in each calendar year and expiring on 31 March in the following year provided that the first Financial Year shall commence on the date of this Agreement and shall expire on the following 31 March and the last Financial Year shall commence on the 1 April of that final year and expire on the date that this Agreement terminates or expires;
"FOIA"	the Freedom of Information Act 2000 and all applicable related and secondary Legislation and regulations, together with all related responsible HM Government Department and/or Information Commissioner's Office regulatory codes of practice and guidance, all as may be updated, amended and replaced from time to time;
"FSS Allocation"	the formula spending share allocation which is the percentage of any funding, expense or liability that is to be paid by a Policing Body as set out in table 2 of <b>Schedule 5</b> ;

"Governance Arrangements"	the governance arrangements for the purposes of ACRO as further described in <b>Schedule 2</b> ;
"Head of ACRO"	the person appointed by the Chief Officer of the Host Force and employed by the Host Force who shall have the rank of a Superintendent;
"Health and Safety"	all health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"Home Secretary"	the person appointed as the Home Secretary by the Government with responsibility for policing and related matters;
"Host Force"	shall have the meaning given to it in <b>Recital (B)</b> of this Agreement;
"HR"	Human Resources;
"ICT"	Information Communications Technology;
"Intellectual Property Rights"	all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
"International Child Protection Certificates"	certificates issued by ACRO on behalf of the National Crime Agency (NCA) Child Exploitation and Online Protection Command (CEOP) to UK nationals or foreign nationals who have spent time living in the UK, seeking employment or volunteer work with children overseas;
"Legal Services"	services provided by legally qualified practitioners;
"Legislation"	any law, statute, subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory



	body with which the relevant Party to this Agreement is bound to comply;
"Letter of Comfort"	any letter of comfort provided by the Home Secretary in connection with designated Statutory authority between the Home Secretary and the Chief Constable of Hampshire for the delivery of the United Kingdom Central Authority for the Exchange of Criminal Records (UKCA-ECR);
"Liability"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses and including any excesses payable under any relevant insurance policy), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied for or referable to the ACRO Activities and/or generated in the course of delivering the ACRO Activities by or for any of the Police Bodies in connection with this Agreement unless before the first use or supply, the relevant Policing Body notifies the others that the data or, text supplied is not to be covered by this definition;
"Material Assets"	an Asset which has a value of £500.00 or more;
"National Crime Agency ("NCA")"	the National Crime Agency, responsible for the investigation of international and national serious organised crime;
"National Police Chiefs' Council ("NPCC")"	the body known as the National Police Chiefs' Council formed with the support of Police and Crime Commissioners and Chief Officers which holds a number of core responsibilities approved by the Home Secretary and is hosted by the Metropolitan Police pursuant to a Section 22(a) Collaboration Agreement;
"NPoCC"	the National Police Co-ordination Centre;
"Police Certificates"	the documents provided to UK nationals and foreign nationals who have spent time living in the UK to assist individuals with applications to secure Visa documents from primarily the American, Canadian, South African, Australian and New Zealand Embassies and High Commissions.;
"Police & Crime Commissioner"	a police and crime commissioner in accordance with Section 1 of the Police Reform and Social Responsibility Act 2011
"Police Force"	each and all (as the context permits) of the police forces (as defined by the Police Act 1996 (as amended) in England, Wales and Northern Ireland);
"Policing Body"	all Police and Crime Commissioners, the Mayor's Office for Policing and Crime (MOPAC) or the

	Common Council of the City of London in England and any relevant Police Authorities;
"Police National Computer ("PNC")"	the police national computer database of information for operational policing available at all times to all police forces and some law enforcement agencies;
"Police Officer"	a police officer of a Police Force who are under the Direction and Control of their applicable Chief Officer;
"Procurement"	the purchase of goods and services in accordance with national legislation;
"PSNI"	Police Service Northern Ireland;
"Scheme of Governance"	the governance arrangements for Hampshire Police;
"Service Plan"	the planning document prepared further to <b>clause 12.2</b> ;
"Strategy"	the strategy document prepared further to <b>clause 12.2</b> ;
"Strategic Policing Requirements"	the document issued by the Secretary of State, from time to time, setting out the matters prescribed in Section 37A of the Police Act 1996 (as introduced by Section 77 of the Police Reform and Social Responsibility Act 2011);
"Superintendent"	a police officer of the rank of a Superintendent;
"Support Services"	the provision of human resources services, information technology, finance services, procurement services and legal services and such other services of a professional support nature that the Parties may agree from time to time should be provided by the Host Force;
"Term"	the term of this Agreement as determined in accordance with <b>clause 2.1</b> ;
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;
"UKCA-ECR"	the United Kingdom Central Authority for the Exchange of Criminal Records (UKCA-ECR) which is situated within ACRO and has performed criminal record exchange with the 27 other EU Member States since May 2006; and
"UKCA-ECR Activities"	the activities to be carried out by ACRO in relation to UKCA-ECR as further set out in <b>Schedule 1</b> .

- 1.1 Reference to any laws, orders, regulations or other similar instrument shall be construed as a reference to such laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.

- 1.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 1.3 References to persons will be construed so as to include bodies corporate, partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 1.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 1.5 References to the Parties are to the parties to this Agreement.
- 1.6 The Schedules and the Appendices to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 1.7 The background information section of this Agreement and the headings to the clauses of and Schedules to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 1.8 Any phrase in this Agreement introduced by the term "include", "includes", "including", "included", "in particular" and "for example" will be construed without limitation unless inconsistent with the context.
- 1.9 This Agreement is drawn up in the English language and may be translated into any language other than English provided, however, that the English language text shall in any event prevail in interpreting this Agreement.
- 1.10 The words "as amended" or "as varied" shall be construed to be meant in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 1.11 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under Section 1 and Section 2 of the Police Reform and Social Responsibility Act 2011, section 6ZAZA of the Police Act 1996 or Section 3 of the City of London Police Act 1839 and not as individuals.
- 1.12 The Parties agree that the Chief Officer of the Host Force and the Policing Body of the Host Force are a party to this Agreement both in their capacity as a Chief Officer and a Policing Body (in the same manner in which the other parties to this Agreement are a Chief Officer or a Policing Body) and in their capacity as the Host Force.
- 1.13 The Parties recognise and agree that they collaborate together not just for the benefit of themselves, but also for the benefit of the Police Service of Scotland and the Police Service of Northern Ireland.

## 2. COMMENCEMENT DATE

- 2.1 The Agreement shall take effect from the Effective Date and shall continue indefinitely until the Parties agree pursuant to **clause 21** that this Agreement should be terminated. Although this Agreement shall take effect from the Effective Date, the Parties acknowledge that the arrangement set out in this Agreement commenced on 1 April 2015. The Parties agree that should any Liability arise between 1 April 2015 and the Effective Date, that Liability shall be shared between the Parties on the terms set out in this Agreement and the provisions of this Agreement shall apply to such Liability.
- 2.2 The Parties shall review the terms of this Agreement every three (3) years (including as to whether this Agreement should continue) and shall make any agreed amendments to the terms of this Agreement.
- 2.3 Notwithstanding the provisions of **clause 2.1**, the Parties acknowledge that the arrangement for the Host Force to host the functions carried out by ACRO is intended to be a permanent arrangement but that the Parties shall review this hosting arrangement on a three (3) year cycle.

- 2.4 Subject to **clause 7.2**, the Parties intend that Hampshire Constabulary will host the ACRO Activities for the duration of this Agreement and that no other Police Force shall be required to host the ACRO Activities.
- 2.5 Subject to **clauses 7.3 and 7.4**, any party is entitled to withdraw from the Agreement on giving to all other parties one (1) years written notice of their intention to withdraw and such notice shall be deemed to have been served on the date of the next Chief Constables' Council meeting and shall expire one year after that date. Such notice shall include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how they will continue to ensure that there is effective policing within the relevant Police Force and how they will comply with the Strategic Policing Requirement. That Party shall cease to be a Party to this Agreement on the expiry of the relevant notice unless an alternative date is agreed between the Parties. For the purposes of **clause 2.5**, both the Chief Officer and the Policing Body for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective. If a Police Force withdraws from the terms of this Agreement, the Police Force who has withdrawn from the terms of this Agreement shall have no further right to receive the ACRO Activities.
- 2.6 If a Party withdraws from the Agreement pursuant to **clause 2.5**:
- 2.6.1 such Party shall continue to be responsible for its proportion of any Liabilities arising after the date on which they exit the Agreement and which have arisen due to events occurring during the time that they were a party to this Agreement pursuant to **clauses 17, 18 and 19**;
- 2.6.2 such Party shall not be liable for any Liabilities that arise after the date on which that Party exits the Agreement and which are due to events arising after the date on which that Party exits the Agreement;
- 2.6.3 that Party shall have no further Liabilities to the other Parties pursuant to the terms of this Agreement other than as set out in **clause 2.6.1**; and
- 2.6.4 the remaining Parties to this Agreement shall agree any required amendments to the funding of this Agreement and the FSS Allocation on the assumption that the remaining Parties to this Agreement shall meet one hundred per cent of the ACRO budget and one hundred per cent of the Liabilities under this Agreement.
- 2.7 If a number of Police Forces who provide a substantial part of the funding for ACRO withdraw from the terms of this Agreement meaning that the funding for ACRO is likely to be compromised, the ACRO Chief Executive or the Chief Officer of the Host Force shall escalate the matter for discussion at NPCC. In addition the Home Office will be notified of the potential impact on ACRO to function.
- 2.8 **Clause 7.3 and 7.4** sets out the position of a Host Force wishes to withdraw from its role as a Host Force.

### 3. OBJECTIVES OF THE AGREEMENT

- 3.1 The key objectives of this Agreement are to set up and define the functions and responsibilities of ACRO as defined within **Schedule 1** of this Agreement and to ensure that ACRO is provided in a way that delivers high quality, efficient and effective services constituting value for money and meeting the needs of partners and stakeholders.
- 3.2 It is agreed that ACRO will be managed as a separate unit within the Host Force with its own ringfenced account (which shall form part of the overall accounts for the Host Force), designated budgets and reserves, with freedom to operate within the boundaries of this Agreement and plans and procedures as approved by respective governance arrangements. It is acknowledged by the Parties that ACRO is not a legal entity in its own right.
- 3.3 The Parties agree that the ACRO Activities are being provided to further protect the public. All Parties shall look for opportunities to collaborate and share services where this is appropriate in the circumstances and saves police funds.

#### 4. GOVERNANCE AND REVIEW OF THE TERMS OF THE AGREEMENT

##### General issues in relation to governance

- 4.1 ACRO will be set up pursuant to the arrangements as defined in **Schedule 2** (Accountability and Governance) and will be governed accordingly.
- 4.2 The Parties agree that the governance arrangements for the Agreement need to allow business as usual to take place effectively, efficiently and swiftly.
- 4.3 The ACRO/UKCA Governance Board will be established pursuant to the terms set out in **Schedule 2** (Accountability and Governance) to have oversight of the decisions of the Chief Executive of ACRO and to recommend courses of action to the Chief Officer of the Host Force in relation to the ACRO Activities.
- 4.4 The Parties shall procure that the ACRO/UKCA Governance Board shall be consulted on strategic decisions and be asked to make referrals and recommendations to the Chief Officer of Hampshire. The Parties shall also procure that the ACRO/UKCA Governance Board refers matters to the Chief Constables' Council when requested and where the matter is determined as being relevant to be referred to the Chief Constables' Council. The Parties agree that (without limitation) the following matters may be appropriate to be referred to the Chief Constables' Council: agreement of the Service Plan; agreement of the budget pursuant to **clause 12** where there is an expectation of a contribution from forces; performance of the International Crime Conviction Exchange.
- 4.5 With regard to the delivery of the UKCA-ECR, the Home Secretary has designated responsibility to deliver the UKCA-ECR to the Chief Constable of Hampshire Constabulary as set out in section 64 of The Criminal Justice and Data Protection (Protocol No. 36) Regulations 2014 (Statutory Instrument 2014 No 3141) The Parties agree that it is within the power of the Chief Constable of Hampshire to appoint the ACRO Chief Executive of ACRO to carry out this responsibility on their behalf. The Parties acknowledge that the Home Secretary may provide a Letter of Comfort to the Chief Constable of Hampshire in relation to this.
- 4.6 The Parties agree that this Agreement shall be reviewed by the ACRO/UKCA Governance Board or such other third party organisation as the Parties agree on a date no later than three (3) years after the Effective Date and thereafter on at least three (3) yearly intervals. The purpose of such review is to establish whether any amendments are required to the governance structure for ACRO, what the funding requirements will be and what the structure will be for the subsequent three years. Any appropriate and agreed amendments shall be made by the Parties to this Agreement following consideration by the ACRO/UKCA Governance Board.
- 4.7 Subject to **clause 4.10**, the Parties shall be entitled to propose a variation to the Agreement by presenting a proposal to the ACRO/UKCA Governance Board for consideration with appropriate information to allow a variation to be properly considered.
- 4.8 The Parties acknowledge that not every Party to this Agreement shall be personally represented on the ACRO/ UKCA Governance Board and that this reflects the way in which decisions are made by the ACRO/UKCA Governance Board as at the date of this Agreement. If any Party is not represented on the ACRO/UKCA Governance Board, that Party shall be entitled to raise any issues, queries, representations or concerns with the ACRO Chief Executive prior to any meeting of the ACRO/UKCA Governance Board. The ACRO Chief Executive shall use reasonable endeavours to ensure that such issues, queries, representations or concerns are put to the ACRO/UKCA Governance Board and shall, so far as is reasonably practicable, provide feedback to the relevant Party on the decisions taken by the ACRO/UKCA Governance Board.
- 4.9 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of the responsibilities to be carried out by ACRO to ensure that the objectives of this Agreement can be achieved. The Parties shall procure that the ACRO/UKCA Governance Board shall continually review the arrangements for ACRO to ensure that any required efficiency savings are met and that value for money is achieved.

- 4.10 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in accordance with the governance structure to accommodate:
- 4.10.1 changing demands;
  - 4.10.2 the practical requirements and day to day running of ACRO; and
  - 4.10.3 the requirements of the NPCC.
- 4.11 If it is agreed pursuant to the Governance Arrangements for ACRO that an amendment is required to the terms of this Agreement, then, subject to **clause 4.12**, this Agreement shall be amended accordingly.
- 4.12 The Parties agree that if any minor amendments are required to the terms of this Agreement, then such amendments may be approved by the ACRO/UKCA Governance Board and the Chief Officer of the Host Force. Where an amendment is required to this Agreement which is over and above a minor amendment (which shall be determined by the ACRO/UKCA Governance Board and the Chief Officer of the Host Force), such amendments shall be approved by all of the Parties to this Agreement. For the avoidance of doubt, any change to the FSS Allocation shall not be deemed to be a minor amendment and shall require the approval of all of the Parties to this Agreement.
- 4.13 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the ACRO/ UKCA Governance Board.

#### **Governance in relation to ACRO**

- 4.14 The role of the ACRO/UKCA Governance Board shall be to advise, guide and support the Chief Officer of Hampshire and the ACRO Chief Executive to deliver their responsibilities under this Agreement, it being acknowledged that although the Chief Officer of Hampshire shall take account of the views of the ACRO/UKCA Governance Board and shall wherever possible follow the recommendation of the ACRO/UKCA Governance Board the Chief Officer of Hampshire shall retain Direction and Control in relation to ACRO/UKCA and shall be entitled to make a decision which is contrary to the decision made by the ACRO/UKCA Governance Board.

#### **5. POLICIES**

- 5.1 Subject to **clause 8**, the Chief Executive of ACRO shall be responsible for determining how operational activities shall be carried out. The Parties shall procure that ACRO shall comply with Host Force policy and procedures with regard to the Support Services including financial regulations, and contract standing orders.
- 5.2 The Parties to this Agreement shall follow all relevant national policies and procedures as well as and as far as practicable and subject to **clause 5.3** the policies and procedures of the Host Force in respect of the objectives of this Agreement and the handling of data and information. The current process for the development and implementation of national policies which involve the Chief Constables' Council, the College of Policing, the National Crime Agency, the Association of Police and Crime Commissioners and the Home Office will continue on a business as usual basis and the Parties shall ensure that ACRO shall comply with any updated policies.
- 5.3 It is recognised by the Parties that, due to the nature of the activities carried out by ACRO, there are certain circumstances where the policies of the Host Force in relation to operational activities shall not be appropriate to ACRO and in such circumstances and provided that the Chief Officer of the Host Force has approved the relevant derogations from the policy of the Host Force (having taken into account the recommendations of the ACRO/UKCA Governance Board), the appropriate national policy shall be complied with.

6. **FOCUS AND FUNCTIONS TO BE CARRIED OUT BY ACRO, INCLUDING RESPONSIBILITIES**

- 6.1 The Parties acknowledge that, prior to the date of this Agreement, the Host Force has been providing support to ACRO on behalf of the Police Service. The Host Force shall continue to provide such support in accordance with the ACRO responsibilities as articulated in **Schedule 1**.
- 6.2 It is acknowledged that, without prejudice to the Direction and Control conferred by the relevant Chief Officer as set out in **clause 4**, the Chief Executive of ACRO shall have day to day management and operational control of ACRO and is accountable for the effective delivery of the strategic responsibilities to the ACRO/UKCA Governance Board and the Chief Officer of the Host Force.
- 6.3 The Parties acknowledge that a number of other collaboration agreements (including in relation to the NPCC, the National Counter Terrorism Police Services and NPoCC) have been entered into by some or all of the Parties to this Agreement which are connected with the functions of ACRO and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.
- 6.4 The Parties agree that ACRO shall, in performing all of its functions in accordance with this Agreement, use reasonable endeavours to have regard to the distinct position which operates within Scotland and Northern Ireland and shall, so far as is practicable, have regard to the views of the Chief Officers of the Police Service of Scotland and the Police Service of Northern Ireland, as appropriate.

7. **THE HAMPSHIRE CONSTABULARY AS THE HOST FORCE**

- 7.1 Hampshire Constabulary have agreed to be the Host Force for ACRO. The Police and Crime Commissioner and the Chief Officer of the Host Force have agreed the following:
- 7.1.1 to consent to and where necessary delegate authority for those actions of ACRO that they consider appropriate to the Chief Executive of ACRO (taking into account the role of the Chief Executive of ACRO as set out in **clause 6.2**), taking into account the views of the ACRO/UKCA Governance Board;
- 7.1.2 to hold land and building/premises for the benefit of ACRO and that the elected Policing Body will enter into any required agreements for the holding or otherwise dealing with land for the benefit of ACRO;
- 7.1.3 to employ all necessary staff who are required for the purposes of carrying out the functions of ACRO;
- 7.1.4 to enter into any necessary contracts and/or licences which are required for the purposes of performing the ACRO Activities and to comply with all necessary procurement legislation in relation to the entering into of any such contracts and/or licences (as applicable);
- 7.1.5 that ACRO will function as a separate business unit of Hampshire Constabulary although shall not be a legal entity in its own right and shall receive from Hampshire Constabulary the provision of Support Services. Any departure from these provisions by the Police and Crime Commissioner and/or Chief Officer of the Host Force as a result of the operational requirements of ACRO will be the subject of prior notification to and discussion with the ACRO/UKCA Governance Board.
- 7.2 The Parties agree that, in relation to the decisions to be taken and actions required from either the Police and Crime Commissioner and/or the Chief Officer of the Host Force, nothing in this Agreement shall override the statutory duties and powers of the Police and Crime Commissioner or the Chief Officer of the Host Force and that all decisions made and actions taken shall be in accordance with **Schedule 2** and the Scheme of Governance.

- 7.3 If the Host Force wishes to withdraw from its role as the Host Force, the Host Force shall serve a notice on the Parties to this Agreement setting out that it wishes to cease the hosting arrangement and the reason for this and in such circumstances, and subject to any other date being agreed by the Parties, the Host Force shall cease its hosting arrangements twelve (12) months from the date of the relevant notice.
- 7.4 If the Host Force serves a notice pursuant to **clause 7.3** the ACRO/UKCA Governance Board (in consultation with the Home Office) shall consider alternative successor arrangements for recommendation to the Parties to this Agreement including whether there is an alternative force or body to host such an arrangement and the Parties shall amend the terms of this Agreement as appropriate to reflect the provisions of the new arrangement and the responsibilities to be agreed by that alternative hosting body. Where the Host Force withdraws from this Agreement, it shall discuss and seek to agree with the ACRO/UKCA Governance Board whether there are any Assets which should be transferred to the alternative hosting body.
- 7.5 If the Parties are unable to find an alternative body to host the arrangement then this Agreement shall terminate on expiry of the twelve months' notice of withdrawal from the Host Force.
- 7.6 The Host Force shall not incur any Liabilities as a result of its decision to withdraw from its role as a Host Force and any Liabilities of the Host Force incurred as a result of the withdrawal or termination of the Host Force shall be met by the Parties in accordance with **clause 17**. For the avoidance of doubt, a Host Force shall be entitled to withdraw from its position as a host force and still continue to be a Party to this Agreement.
- 7.7 The Parties agree that the Host Force shall be entitled to make a charge for the provision of the Support Services (which shall be reasonable taking into account the scope and standard to which the Support Services are provided and shall be subject to the approval of the ACRO/UKCA Governance Board). Such charges shall be met from the ACRO budget.
- 7.8 The Host Force may decide to outsource the provision of some or all of the Support Services to a third party contractor from time to time. In such circumstances:
- 7.8.1 the Host Force shall use reasonable endeavours to procure that any incoming provider shall maintain the standard of the Support Services that are provided to ACRO; and
- 7.8.2 the Host Force shall notify the ACRO/UKCA Governance Board of the proposal to outsource the provision of the Support Services and shall take account of the recommendations of the ACRO/UKCA Governance Board.
- 7.9 The Parties agree that any Liabilities that the Host Force incurs due to it carrying out its obligations in this **clause 7** (including liabilities incurred as a result of some or all of the Support Services ceasing to be provided by the Host Force) shall be dealt with in accordance with **clause 17**.

**8. ACCOUNTABILITY AND DIRECTION AND CONTROL OF ACRO AND THE CHIEF EXECUTIVE OF ACRO**

- 8.1 The Parties acknowledge that the Chief Executive of ACRO has been appointed by the Chief Officer of the Host Force and has been employed by the Host Force. The Parties agree that the Chief Executive of ACRO is authorised to:
- 8.1.1 lead and manage ACRO; and
- 8.1.2 lead and manage staff and resources on behalf of the Chief Officer of Hampshire,
- in accordance with the agreed Strategy, the Service Plan and budget and the Host Force's policies and procedures as referred to in **clause 12**, and having regard to all advice and guidance received from the relevant ACRO/UKCA Governance Boards and any advice or instruction by the Chief Officer with Direction and Control.



- 8.2 The Parties agree that the responsibility for the Direction and Control of the Chief Executive of ACRO shall be as follows:
- 8.2.1 the Chief Executive of ACRO shall be under the Direction and Control of the Chief Officer of the Host Force pursuant to section 2(3) of the Police Reform and Social Responsibility Act 2011;
  - 8.2.2 the Chief Officer of the Host Force shall have responsibility for all disciplinary procedures in relation to the Chief Executive of ACRO including the removal of the Chief Executive of ACRO and for all employment decisions in relation to the Chief Executive of ACRO and shall have regard to any feedback received from the relevant ACRO/UKCA Governance Boards in relation to performance or other similar issues; and
  - 8.2.3 the Chief Executive of ACRO shall be entitled to bring any employment claims directly against the Chief Officer of the Host Force.
- 8.3 Where a person is seconded to ACRO or a person forms part of the governance frameworks as further set out in **Schedule 2** but is employed by or is an officer of a force other than the Host Force, the Chief Officer who has appointed such person shall retain Direction and Control of such officers and members of police staff.
- 8.4 Subject to **clause 8.3** all ACRO Staff who are employed by or are officers of the Chief Officer of the Host Force and are appointed to exclusively perform services in order to allow ACRO to achieve their functions shall be under the Direction and Control of the Chief Officer of the Host Force, provided that the day to day management responsibilities of such ACRO staff shall rest with the Chief Executive of ACRO. It is agreed that such persons shall not perform duties on the part of the Host Force and shall be appointed solely to carry out duties in order to allow ACRO to achieve their requirements as further set out under the terms of this Agreement.
- 8.5 All staff who are employed by or are officers of the Host Force and are as part of their day to day role providing services for the benefit of ACRO shall be under the Direction and Control and the day to day management of the Chief Officer of the Host Force.
- 8.6 The Chief Officer of the Police Force or Host Force by which a police officer or member of staff was appointed shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed) where a person is seconded to work for ACRO, the Policing Body of that Police Force shall be reimbursed for all pay and associated costs incurred in accordance with such terms as are agreed under **clause 13.7**.
- 9. OBLIGATIONS ON THE OTHER PARTIES TO THIS AGREEMENT**
- 9.1 The Parties to this Agreement shall act in such a way that promotes the achievement of the objectives of this Agreement as laid out in the relevant Schedules.
- 9.2 The Chief Officers shall:
- 9.2.1 observe the provisions of this Agreement;
  - 9.2.2 do all things reasonably necessary to assist in the running of ACRO;
  - 9.2.3 do all things reasonably necessary to support the goals and functions of ACRO; and
  - 9.2.4 provide such reasonable assistance to the Host Force in relation to the functions of ACRO or the responsibilities of the Host Force under the terms of this Agreement as it reasonably requires.
- 9.3 The Policing Bodies shall perform the roles which are applicable to them as further set out in **Schedule 1**. The Parties acknowledge the requirement for Chief Officers to remain operationally independent pursuant to the terms of the Policing Protocol Order 2011.

9.4 The Parties shall comply with all applicable Legislation in carrying out their obligations under this Agreement.

**10. ASSETS**

10.1 The Host Force and/or the Police and Crime Commissioner for Hampshire (as applicable) will hold, except where they are subject to third party ownership, all Assets on behalf of ACRO and shall, as far as is reasonably practicable, ensure that these are sufficient for ACRO to meet its operational requirements. The Host Force shall ensure that such Assets are used for the benefit of ACRO and shall not be appropriated for functions that do not form part of ACRO, albeit this does not preclude arrangements from being made for the sharing of assets, for example, the co-location of staff in Host Force accommodation where this would meet the operational needs of ACRO and constitutes the efficient use of resources.

10.2 The Host Force shall be responsible for the maintenance and replacement of all Assets.

10.3 All Assets, except where they are subject to third party ownership, which are used by ACRO as at the date of this Agreement shall continue to be used by ACRO and shall be held by the Host Force on behalf of ACRO. The Parties agree that there are no Assets as at the date of this Agreement which need to be novated or in any other way transferred to the Host Force.

10.4 As at the date of this Agreement, the Host Force and the Police and Crime Commissioner for Hampshire do not anticipate that they will be required to provide or purchase any new Assets for the purposes of providing the ACRO Activities.

10.5 If any new Assets are required, the following procedure shall apply:

10.5.1 the Chief Executive of ACRO shall be responsible for identifying if any new Assets are required for the functioning of ACRO including the details of the Assets which are required and the Chief Executive of ACRO shall be entitled to approve the purchase of any new assets up to the cost of £5,000 per asset;

10.5.2 any new Assets with a cost in excess of £5,000 per asset (including the cost of such new Assets) shall be agreed and approved by the Chief Officer of the Host Force following consideration and recommendation by the ACRO/UKCA Governance Board;

10.5.3 following approval of the required Assets either by the Chief Executive in accordance with **clause 10.5.1** or in accordance with **clause 10.5.2**, the Host Force shall be responsible for purchasing such agreed new Assets and the maintenance of such Assets in accordance with this **clause 10** and the Police and Crime Commissioner for the Host Force shall enter into any contracts reasonably required in connection with this;

10.5.4 the Host Force shall comply with its own policies in acquiring any new Assets; and

10.5.5 the cost of acquiring any new Assets shall be shared between the Policing Bodies in direct proportion to the FSS Allocation or shall be funded from the reserves detailed in **clause 17.2**.

10.6 If any new Asset needs to be purchased which has a cost of over £150,000 (an "Exceptional Asset") the ACRO Chief Executive shall, as soon as reasonably practicable prior to the meeting of the relevant ACRO/UKCA Governance Board which shall consider the purchase of the Exceptional Asset, notify the Parties of:

10.6.1 the proposed Exceptional Asset;

10.6.2 the reason for purchasing the Exceptional Asset; and

10.6.3 the cost of the Exceptional Asset.

10.7 Following notification pursuant to **clause 10.6**, any Party shall be entitled to respond to the ACRO Chief Executive prior to the meeting of the ACRO/UKCA Governance Board confirming

that it either approves the purchase of the Exceptional Asset or objects to the purchase of the Exceptional Asset (including giving reasons for any objections.) The purchase of each Exceptional Asset shall be considered by the ACRO/UKCA Governance Board and the Chief Officer of the Host Force taking into account any objections or issues raised by any Party to this Agreement and the reasons for those objections.

- 10.8 The Host Force and the Police and Crime Commissioner for Hampshire shall require ACRO to maintain an asset register throughout the duration of this Agreement setting out the list of Material Assets, the date of purchase of the relevant Material Asset, the location of the Material Asset and any other relevant information in relation to those Material Assets.
- 10.9 The Host Force and the Police and Crime Commissioner for Hampshire shall not be entitled to dispose of any Material Assets prior to consulting the ACRO/UKCA Governance Board. In the event of that the ACRO/UKCA Governance Board disagrees with the proposed disposal, the matter will be resolved in accordance with the dispute resolution procedure as defined in **Schedule 4**.
- 10.10 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this **clause 10** shall be dealt with in accordance with **clause 17**.

## 11. **CONTRACTS**

- 11.1 All contracts that are required for the provision of the ACRO Activities as at the date of this Agreement have already been entered into in the name of the Host Force. The Parties agree that, as at the date of this Agreement there are no new contracts that need to be entered into nor contracts that need to be transferred or novated to the Host Force as at the date of this Agreement. If any new contracts are required to be entered into, this shall be determined by the Chief Executive of ACRO in consultation with the Chief Officer of the Host Force and the ACRO/UKCA Governance Board. If it is determined that any new contract needs to be entered into, the Police and Crime Commissioner for Hampshire shall enter into the relevant contract in accordance with the Scheme of Governance and in accordance with procurement legislation.
- 11.2 The Parties agree that:
- 11.2.1 any amounts payable under any contracts relating to the provision of the ACRO Activities shall be paid to the Host Force in accordance with **clause 12**; and
- 11.2.2 any Liabilities that the Host Force incurs due to it carrying out its obligations in this **clause 11** shall be dealt with in accordance with **clause 17**.

## 12. **FUNDING AND SERVICE PLANNING**

- 12.1 The Parties agree that in relation to the funding of ACRO, the basic principle is that the Host Force shall not make any financial gain, or suffer any financial detriment, as a result of the hosting of ACRO.
- 12.2 In consultation with the Chief Officer of Hampshire, the ACRO Chief Executive shall draw up a Strategy for the development and delivery of services for ACRO for a three year period, together with an annual Service Plan for ACRO which shall be presented to the ACRO/UKCA Governance Board for prior consideration and comments. The first such Strategy and Service Plan shall be for the period commencing 1 April 2016 but the Parties acknowledge that, as at the date of this Agreement, the Strategy and Service Plan are still being developed.
- 12.3 Following the recommendation of the Strategy and Service Plan by the ACRO/UKCA Governance Board, the Strategy and Service Plan shall be sent to the Chief Officer of the Host Force for consideration and adoption.
- 12.4 Where this Agreement refers to an agreed FSS Allocation, this is set out in Table 2 of **Schedule 5** to this Agreement. The Parties agree that, subject to any amendments required to the FSS Allocation pursuant to **clause 2.6.4**, the FSS Allocation is intended to be a fixed share for the duration of this Agreement and may only be amended following consideration and recommendation by the ACRO/UKCA Governance Board in exceptional circumstances.

- 12.5 The Parties acknowledge that the funding arrangements for ACRO are diverse. As at the date of this Agreement, the Parties agree that the future funding allocation is still being negotiated and will be agreed pursuant to this **clause 12**. It is anticipated that ACRO will be funded through contributions from Chief Officers' in agreement with their corresponding Policing Body, using the FSS Allocation, third party contributions from other ACRO users or top slicing from the police budget and ACRO reserves in addition to income generation. The proposed FSS Allocation to be paid by each of the Policing Bodies is set out in Table 2 of **Schedule 5** to this Agreement.
- 12.6 In accordance with normal financial planning and fiduciary duties, the Chief Executive of ACRO in consultation with the Chief Officer of the Host Force in relation to ACRO (and at the same time as preparing the Strategy and Service Plan pursuant to **clause 12.2**) shall plan the future financial requirements (including the applicable budget) for the following financial year in relation to ACRO. The Parties shall ensure that such future financial requirements and budget adhere to normal fiscal policy. Following preparation of the relevant financial requirements and the budget, the financial requirements and budget shall be discussed at the ACRO/UKCA Governance Board and following any recommended amendments to the budget by the ACRO/UKCA Governance Board, the ACRO/UKCA Governance Board shall recommend the budget to the Chief Officer of the Host Force for approval. The agreed budget shall be notified to the Policing Bodies and the other bodies who are responsible for providing funding.
- 12.7 The budget to be set by ACRO for each Financial Year pursuant to **clause 12.6** shall include details of all planned income and expenditure (including the cost of delivering the Support Services). It will identify the amount payable by each Policing Body (which is anticipated shall be paid in accordance with the FSS Allocation to the extent that amounts are to be funded by the Policing Bodies) and the anticipated revenue from third party sources.
- 12.8 The funding to be provided by each Policing Body as notified pursuant to **clause 12.6** shall be paid by the relevant Policing Body to the Host Force either annually or quarterly in advance, as notified by the Host Force.
- 12.9 The Host Force shall ensure that the relevant private sector parties or third parties who have agreed to contribute towards the running of ACRO pay their contribution to the Host Force within the timescales agreed. If the Host Force incurs any costs in pursuing such non-payments any costs incurred in doing so shall be met where practicable from existing budget provision, and where this is not practicable shall be treated as a Liability incurred in the running of ACRO to be met by the Parties in accordance with **clause 17**
- 12.10 A failure by any Party to this Agreement to contribute their agreed contribution by the date on which that contribution becomes due and payable will be dealt with in accordance with normal financial debtors processes which will be instigated by the Host Force. The costs of taking any such action shall be met where practicable from existing budget provision, and where this is not practicable shall be treated as a Liability incurred in the running of ACRO to be met by the Parties in accordance with **clause 17**. In such circumstances, the Host Force reserves the right to consider ceasing any specific service provided by ACRO.
- 12.11 If the Host Force is required to carry out any additional work over and above the requirements that are set out in this Agreement due to additional requirements of either a Police Force or a Policing Body then prior to carrying out any additional work, the Host Force and the relevant party requesting the additional work shall agree the additional cost which shall be paid by the relevant Policing Body to the Host Force within the timescale agreed between the Parties.
- 12.12 The Parties agree that in relation to that part of any funding to be paid by the Host Force pursuant to this **clause 12**, an internal invoice will not be generated but that the Host Force shall be required to internally transfer its contribution into the relevant account set up for ACRO on the date on which such amounts become due and payable pursuant to **clause 12.8**.
- 12.13 As set out in **clause 3.2** of this Agreement, ACRO shall have ringfenced accounts within the overall accounts of the Host Force. The Parties shall procure that the ACRO Chief Executive shall provide the Chief Finance Officer of the Host Force with regular budget updates and the budget for ACRO shall be included in the budget setting process for the Host Force, whilst remaining as ringfenced funds.

12.14 If at any time the ACRO Chief Executive considers that the budget for a Financial Year may be exceeded, the ACRO Chief Executive shall notify the Chief Officer of the Host Force and the ACRO/UKCA Governance Board of:

12.14.1 the amount by which it is projected that the budget will be exceeded; and

12.14.2 the reasons why, including the steps that are being taken to minimise any such excess.

The ACRO/UKCA Governance Board shall recommend to the Chief Officer of the Host Force whether the budget should be exceeded or not and where appropriate shall recommend how the excess budget should be funded as between the Parties or from the reserves detailed in **clause 17.2**.

12.15 The Parties agree to pay to the Host Force any additional amounts in respect of Liabilities which are incurred by the Host Force from time to time and to be shared between the Parties as determined pursuant to **clause 17** or any additional amounts to be paid to the Host Force determined pursuant to **clause 12.14** and which shall be invoiced by the Host Force to the Parties and paid for by the Parties as and when any relevant Liability or the additional cost (as applicable) is incurred.

### 13. **EMPLOYEES AND POLICE OFFICERS**

13.1 The Chief Executive of ACRO shall ensure that there are sufficient members of staff employed by or seconded to ACRO to enable the unit to fulfil the ACRO Activities. There shall be no reduction in established staffing levels without first consulting the ACRO/UKCA Governance Board. The staff necessary for the delivery of the services provided by ACRO as at the date of this Agreement are the staff employed or seconded as at the date of this Agreement to perform the functions of ACRO. The entering of this Agreement by the Parties does not necessitate the acquisition of additional staff or loss of staff.

13.2 All Host Force employees who are required to exclusively perform services in order to allow ACRO to achieve its functions will be under the day to day management of the Chief Executive of ACRO.

13.3 Subject to **clause 5.3**, any Host Force employees required to perform services in order to allow ACRO to carry out its requirements as set out under the terms of this Agreement will be subject to all policies and procedures of the Host Force including matters relating to discipline and grievance.

13.4 The Parties agree that they must all co-operate to ensure the smooth running of ACRO and minimise any employment law liabilities relating to the employment of the staff required to perform services on behalf of ACRO.

13.5 From time to time, it is recognised by the Parties that it will be necessary to second staff from any of the Parties to assist in the carrying out of the responsibilities of ACRO. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties required by ACRO.

13.6 During a secondment period, any employee on secondment will be subject to the day to day management of the Chief Executive of ACRO and will perform all duties assigned to the employee by the Head of ACRO.

13.7 Throughout any secondment period, the employee on secondment will continue to be employed by the same employer and will not become an employee of the Host Force and will remain under the Direction and Control of the Chief Officer who employs such person. The employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Force and the relevant Police Force.

13.8 Employment Liabilities arising from the discharge of ACRO Activities shall be met where practicable from existing budget provision, and where this is not practicable shall be treated as

a Liability incurred in the running of ACRO to be met by the Parties in accordance with **clause 17**. Management of this process will be conducted by the Chief Executive of ACRO.

14. **TUPE**

There shall be no TUPE transfer for the purposes of this Agreement as all staff will remain employed by the Host Force on their terms and conditions.

15. **LAND**

ACRO shall carry out its activities from the premises set out in **Schedule 3** and the Chief Executive of ACRO shall procure that any necessary licences are in place to occupy such premises. If any alternative accommodation is required this shall be subject to the agreement of the Chief Officer of the Host Force and the Police and Crime Commissioner for Hampshire, taking into account the views of the ACRO/UKCA Governance Board. Any costs associated with securing alternative accommodation and any liabilities that the Host Force incurs due to it carrying out its obligations in this **clause 15**, shall be dealt with in accordance with **clause 17**.

16. **DISPUTE RESOLUTION**

Any dispute in relation to this Agreement that cannot be resolved through normal management processes should, where appropriate, be referred to the ACRO/UKCA Governance Board. If the ACRO/UKCA Governance Board is unable to resolve the dispute, the matter shall be resolved through the application of the provisions contained within **Schedule 4**.

17. **LIABILITIES IN RELATION TO THE RUNNING OF ACRO**

17.1 The Parties agree that although Hampshire Constabulary is hosting the arrangements for ACRO, any Liabilities incurred by the Host Force in relation to the activities of ACRO (which shall include any Liabilities that the Host Force incurs arising out of the hosting and provision of the Support Services and the employment or secondment of staff to ACRO) should be shared between the Parties. It is agreed that if a Liability arises in relation to ACRO, the Liabilities shall be met in the following order of priority:

17.1.1 firstly, if the relevant Liability is covered by the insurance arrangements referred to in **clause 20**, the Liability shall or to the extent possible shall be recovered by any insurance monies recovered;

17.1.2 secondly, and if approved by the ACRO/UKCA Governance Board, the relevant Liability shall be met from the existing budget provision;

17.1.3 thirdly, and provided that this is approved by the ACRO/UKCA Governance Board, the Liability shall be met from the reserve referred to in **clause 17.2**; and

17.1.4 notwithstanding **clause 4.12** to the extent that the Liability cannot be met in accordance with **clauses 17.1.1, 17.1.2** or **17.1.3** the Liability shall be shared between the Parties in proportion to the FSS Allocation.

17.2 The Parties acknowledge that, in order to cover the cost of any Liabilities that arise as a result of this Agreement or in relation to ACRO, which cannot be met pursuant to **clause 17.1.1** or **17.1.2**, an initial reserve of £4,000,000.00 (four million pounds) has been established within the accounts of the Host Force which may be accessed by the Host Force (following agreement by the ACRO/UKCA Governance Board). The Parties agree that the level of the initial reserve may be amended following the approval of the ACRO/UKCA Governance Board and the Police and Crime Commissioner for Hampshire Police.

17.3 The Host Force shall ensure that money is only withdrawn from the reserve in accordance with a protocol for accessing the reserve to be agreed with the Police and Crime Commissioner for Hampshire Police following the recommendation by the ACRO/UKCA Governance Board. If:

17.3.1 the ACRO/UKCA Governance Board determines that the reserve is not suitable to cover the relevant Liability or there are not sufficient monies standing to the credit

of the reserve, then the Policing Bodies shall be responsible for such Liability in accordance with **clause 17.1.4**;

- 17.3.2 the reserve falls below the Agreed Level of Reserve then the ACRO/UKCA Governance Board shall be entitled to request that the Policing Bodies contribute monies in order to increase the level of the reserves to an amount approved by the ACRO/UKCA Governance Board in which case the Policing Bodies shall pay into the reserve an amount agreed by the ACRO/UKCA Governance Board in proportion to the FSS Allocation for the relevant Policing Body.
- 17.4 Any Liabilities which arise in relation to the previous activities carried out by ACRO prior to the date of this Agreement, shall be met by the Parties in accordance with **clauses 17.1 and 17.2**.
- 17.5 Hampshire Constabulary and the Police and Crime Commissioner for Hampshire shall ensure that the needs and interests of ACRO are taken into consideration when making decisions about allocation or availability of resources which are used by ACRO and shall consult with the ACRO/UKCA Governance Board before making changes which will affect the resources or business interests of ACRO.
- 17.6 The Host Force shall enter into discussions with the Home Office with a view to securing an indemnity for any Liability incurred as a result of ACRO undertaking the UKCA-ECR activities. Where, and to the extent that, such indemnity is not provided, the Liability incurred shall be met by the Parties in accordance with **clauses 17.1 and 17.2**.
- 17.7 Provided that the Host Force has acted in good faith, the Police and Crime Commissioner for the Host Force and the Chief Officer of the Host Force shall have no further Liabilities to the Parties other than the Host Force's FSS Allocation. For the avoidance of doubt, this shall include where a Liability has arisen out of the Host Force acting negligently, in breach of any contract that has been entered into for the purposes of ACRO (including this Agreement), in breach of Legislation or in breach of a statutory duty.
- 17.8 The Host Force shall be solely responsible for a Liability where the Liability has arisen as a result of the Host Force not acting in good faith.
- 17.9 Where a Liability arises in respect of which the Host Force has a direct contractual claim or any other claim against a third party (eg: in relation to the maintenance of facilities), the Host Force shall use reasonable endeavours to pursue such claim against a third party. The costs of taking any such action shall be met where practicable from existing budget provision, and where this is not practicable shall be treated as a Liability incurred in the running of ACRO to be met by the Parties in accordance with **clause 17**.
- 17.10 Any claims made in connection with ACRO or in relation to the activities of ACRO that arise either prior to or after the date of this Agreement shall be handled by the Host Force.
- 17.11 The Parties to this Agreement are obliged to notify the Host Force if they receive any claims under the Agreement including any claims made in connection with any current or past activities of ACRO.
- 17.12 The Parties to this Agreement are obliged to provide the Host Force with such information, support, co-operation and assistance as the Host Force may require in connection with claims under the Agreement or in connection with the activities previously carried out by ACRO.
- 17.13 **Clause 21.3** shall apply in relation to any Liabilities arising following the date on which this Agreement is terminated.

## 18. INDEMNITY

- 18.1 Subject to **clauses 17.7, 18.2 and 19.1**, where a Party is in breach of the provisions of this Agreement or has been negligent or has carried out an act or omission which has caused a Liability to occur (the "Defaulting Party") that Defaulting Party shall indemnify the other Parties against all losses, claims, damages, expenses, costs and charges, demands or proceedings

incurred by the other Parties as a result of the Defaulting Parties negligence, acts or omissions or breach of its obligations under this Agreement.

- 18.2 A Defaulting Party shall not be liable under **clause 18.1** where its negligence, acts or omissions or breach of its obligations under this Agreement were carried out with the approval, or under the instruction, of the ACRO Chief Executive, the Chief Officer of the Host Force or the ACRO/UKCA Governance Board in which case the provisions of **clause 19** shall apply.

19. **INDEMNITY IN RELATION TO THE HOSTING ARRANGEMENT**

- 19.1 In respect of all ACRO Activities and save where it is agreed that the relevant Liability should be paid for out of the reserves referred to in **clause 17.2**, the Policing Bodies will indemnify the Host Force in respect of all Liabilities arising in connection with the hosting of and any actions undertaken by ACRO (including where such Liabilities have arisen out of the breach, negligent act or omission or any other act or omission on the part of the Host Force but not where the Host Force has failed to comply with its own policies and procedures, or any derogation therefrom approved in accordance with **clause 5.3**, in which case the Host Force shall be solely liable for such liability).

- 19.2 To the extent that the Policing Bodies are liable pursuant to **clause 19.1**, this Liability shall be shared between the Policing Bodies in proportion to the FSS Allocation.

- 19.3 Nothing in this **clause 19** shall limit the Parties' duty to mitigate their loss.

20. **INSURANCE**

- 20.1 From the date of this Agreement until the date on which this Agreement is terminated:

20.1.1 the Host Force shall take out and maintain insurance to the levels specified in **Schedule 6** to cover the ACRO Activities, the staff employed by the Host Force to carry out the ACRO Activities, any secondees or attachments to ACRO, the buildings and facilities occupied by the Host Force for the purposes of carrying out its obligations under this Agreement (the cost of which shall be included in the budget for ACRO to be funded pursuant to **clause 12**); and

20.1.2 the remaining Parties to this Agreement shall take out and maintain insurance (in accordance with its usual insurance requirements) to meet any claims that might arise in relation to that Parties liability pursuant to the terms of this Agreement.

- 20.2 None of the Parties shall take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim or seek to avoid any insurance in respect of the ACRO Activities or Assets and Resources that are made available for the purposes of this Agreement, save where such a claim falls below the Host Forces policy excess.

- 20.3 The Host Force shall be responsible for notifying its insurers of the terms of this Agreement and where they are required to do so by their insurers.

- 20.4 The Host Force shall be responsible for handling, investigating or resolving any insurance claim arising out of an event which occurred either prior to or after the date of this Agreement in relation to the subject matter of this Agreement. The costs of the Host Force's handling of such claims (including investigations and resolution) shall be treated as a liability incurred in relation to the running of ACRO to be met by the Parties under **clause 17**.

- 20.5 The Host Force shall maintain a claims register in connection with the activities of ACRO. The Host Force shall provide, if required, the other Policing Bodies with evidence that the insurance is in full force and effect.

21. **TERMINATION OF THE AGREEMENT**

- 21.1 Subject to **clause 7.4**, the Agreement shall be terminated by the Parties if so agreed by the National Police Chiefs' Council or the Association of Police and Crime Commissioners.



- 21.2 On termination of this Agreement, each Policing Body, in consultation with their Chief Officer, shall prepare final accounts of all expenditure incurred under the terms of this Agreement. The Host Force shall procure that any third party who provides funding to ACRO shall also prepare final accounts of all expenditure incurred in relation to ACRO.
- 21.3 On termination of this Agreement, each Policing Body shall continue to pay to the Host Force, on request from the Host Force that Policing Body's FSS Allocation of the cost of covering all ongoing Liabilities (including redundancy costs) incurred by the Host Force as a result of termination of this Agreement in the manner set out in **clause 17, 18 and 19** and this clause shall survive the termination of this Agreement. The provisions of **clauses 17, 18 and 19** shall continue to apply in relation to any Liabilities that occur following the date of termination of this Agreement in relation to the activities of ACRO occurring in the Term of this Agreement.
- 21.4 Where notice of termination has been given, the Parties to this Agreement shall ensure that the ACRO/UKCA Governance Board, in consultation with the Host Force, develop an Exit Strategy. The Exit Strategy shall include, for example, a strategy regarding the position in relation to staff, assets and contracts following the date on which this Agreement terminates.

## 22. **NOVATION AND ASSIGNMENT**

- 22.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of law.
- 22.2 This Agreement will be binding on and will enure to the benefit of the parties and their respective successors (including any successors to the Policing Bodies) and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.
- 22.3 Nothing in this Agreement prevents the Host Force from collaborating with an outsourced provider or third parties with regard to the provision of support services.

## 23. **CONFIDENTIALITY**

- 23.1 Subject to **clause 23.2**, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow ACRO to perform its functions and operate effectively.
- 23.2 The ACRO/UKCA Governance Board shall seek to identify whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information which may not be disclosed for legal reasons.
- 23.3 **Clause 23.2** shall not apply to:
- 23.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
  - 23.3.2 any disclosure required by operation of law, including the DPA, the FOIA/EIR and Section 23E of the Police Act 1996;
  - 23.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
  - 23.3.4 any disclosure to enable a determination to be made under **clause 16** (Dispute Resolution);
  - 23.3.5 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;
  - 23.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

- 23.3.7 any disclosure by a Party to a department, office or agency of the Government; and
- 23.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

**24. DATA PROTECTION ACT, FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS**

- 24.1 All Parties shall comply with the provisions of the DPA, the FOIA and the EIR.
- 24.2 The NPCC will be the specified body recognised for the purposes of the DPA, the FOIA, the EIR to be responsible for requests made to it under the DPA, the FOI or the EIR, including relating to this agreement.
- 24.3 All requests under the DPA, the FOIA or the EIR in relation to this Agreement which are submitted to the NPCC or ACRO directly will be handled and dealt with centrally by the NPFDU (National Policing Freedom of Information & Data Protection Central Referral Unit) on behalf of the NPCC Data controller.
- 24.4 To the extent any other Party receives a request under the DPA, the FOI or the EIR relating to this Agreement, they agree that where they hold any relevant personal data or information, they will respond accordingly to the applicant having sought advice from the NPFDU.
- 24.5 To the extent any other Party receives a request under the DPA, the FOI or the EIR relating to this Agreement, they agree that where they do not hold any relevant personal data or information they will direct the applicant to the NPFDU having sought advice from the NPFDU on the appropriate response.
- 24.6 Any Party which receives a request under the DPA, the FOIA or the EIR where data is held in relation to the NPCC or ACRO shall contact the NPFDU for advice on the appropriate response.
- 24.7 In respect of rights and obligations under the Agreement, each Party to this Agreement is the data controller in respect of their own personal data and the Host Force is the data processor in respect of all such personal data processed on behalf of any other Party.
- 24.8 Where personal data is held on national or local databases:
  - 24.8.1 which are operated, used or controlled solely by ACRO on behalf of the NPCC the NPCC acting by its Chair shall be the relevant data controller;
  - 24.8.2 and processed on behalf of the other Chief Constables, they shall be the relevant data controllers in common; and
  - 24.8.3 each data controller shall be registered as a data controller and shall ensure they comply with their obligations under the DPA, the FOIA and the EIR and all other applicable laws.

**25. RECORDS**

- 25.1 Each Party shall keep adequate and comprehensive records and accounts to:
  - 25.1.1 enable it to perform its obligations under this Agreement;
  - 25.1.2 allow the Host Force to perform its obligations under this Agreement;
  - 25.1.3 to meet its statutory obligations and to comply with any requests from third parties; and
  - 25.1.4 to comply with the requirements of Authorised Professional Practice Information Management as agreed by Police Forces nationally.

25.2 Such records shall be freely available to the other Parties to this Agreement, the Chief Executive of ACRO, the Chief Constables' Council and the ACRO/UKCA Governance Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide for a reasonable period of free access (in accordance with the Authorised Professional Practice Management of Police Information) to the other Parties to such records in so far as they relate to the period of this Agreement.

## 26. PUBLICITY

26.1 In relation to publicity, announcements and advertising, the Parties shall comply with the Communications Protocol which is set out in **Schedule 7**.

26.2 The Parties agree that the Host Force shall be responsible for all communications on matters relating to ACRO's day-to-day operations. This includes developing and delivering the relevant communications strategies and responding to media enquiries.

26.3 If an issue arises in relation to the governance of ACRO or the ACRO/UKCA Governance Board, the Host Force shall seek the advice and guidance of the NPCC Press Office who shall take the lead role in relation to any such communications.

26.4 The Host Force shall ensure that it shall notify the NPCC Press Office in relation to any external communications in relation to ACRO that reference, but are not integral to, the NPCC or any of its national police themes, prior to the communications being delivered.

## 27. INTELLECTUAL PROPERTY

27.1 The ACRO/UKCA Governance Board shall consider which Party to this Agreement shall retain Intellectual Property Rights in relation to Material created for the purposes of this Agreement but the assumption as at the date of this Agreement is that the National Police Chiefs' Council shall have responsibility for protecting the Intellectual Property in relation to any Material created for the purposes of this Agreement and the Parties agree that, unless the ACRO/UKCA Governance Board recommends otherwise, the Intellectual Property Rights in the Materials shall vest in the Chief Constable of Hampshire on behalf of the Chief Constables' Council.

27.2 If the Host Force withdraws from its position as the Host Force, the Parties shall seek to agree the appropriate Party to retain the Intellectual Property Rights with the intention that any Intellectual Property Rights shall transfer to the new Host Force, to be held on behalf of Chief Constables' Council.

27.3 The Chief Officer of the Host Force (or any other Party owning Intellectual Property Rights pursuant to **clause 27.1** or **27.2**) shall, where required and for the purposes of the ACRO Activities, grant all Parties a royalty free, perpetual non-exclusive, non-transferable licence to use the Intellectual Property Rights.

## 28. AUDIT AND INSPECTION

ACRO shall be subject to normal statutory audits or inspections in accordance with local and national arrangements and the Parties shall procure that ACRO shall make any documents available to public scrutiny where appropriate. The Parties shall, as required, provide such information and assistance in relation to such audits or inspections.

## 29. COMPLAINT

29.1 All complaints will be dealt with in accordance with local and national police policies and supervised where necessary by the independent structures within the Host Force or externally by the Independent Police Complaints Commission (IPCC) as determined by the Head of Professional Standards of the Host Force.

29.2 Where civil litigation is commenced against ACRO, this will be dealt with by the force solicitor of the Host Force or by any other relevant legal body at a national level if deemed appropriate or if the civil litigation relates to an employment claim, this shall be the responsibility of the Chief Officer, Policing Body or national legal body that employs the relevant individual.

**30. NOTICES**

30.1 Any demand notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be emailed to the recipient at its e-mail address marked for the attention of the Lead Chief Officer.

30.2 Any such demand, notice or communication shall :

30.2.1 if given by e-mail it will be deemed to have been duly served, subject to **clause 30.2.2** below, at the time of sending the e-mail, which if outside 9am and 4pm on a Business Day will be deemed to be 9am on the following Business Day, provided that any notice served by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this **clause 30.2.1** ;

30.2.2 if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served.

**31. WAIVER**

31.1 The failure or delay by any Police Body in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other of further exercise of it or the exercise of any other right, power or remedy.

31.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

31.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

**32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No term of this Agreement may be enforced by any person who is not entitled to it.

**33. INVALIDITY/SEVERABILITY**

33.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the laws of the jurisdiction and so that the amended clause complies with such laws.

33.2 If the Parties cannot agree upon the terms of any amendment or novation within six (6) months of the date upon which a clause is determined to be illegal or invalid then the Parties agree to submit the terms of the amendment or novation to an expert for determination. The Parties agree that the expert's decision in this respect shall be final and binding.

**34. ENTIRE AGREEMENT**

34.1 This Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Parties.

34.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that

its only remedies are for breach of contract provided that this does not exclude any liability which any Party would otherwise have to another Party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for which the remedies available shall be all those available under the law given in this Agreement.

**35. EQUALITY AND DIVERSITY**

35.1 The Parties shall and shall procure that their employees agents and sub- contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

35.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement.

**36. FURTHER ASSURANCE**

The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

**37. GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and without prejudice to **Schedule 4** (Dispute Resolution) each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**38. CONTINUANCE IN FORCE**

38.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.

38.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each party accrued prior to such expiry or termination.

38.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

**39. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

# **SCHEDULE 1**

## **Detailed Activities**

This schedule sets out the activities of ACRO and any other specific business areas which will be governed by this Agreement.

### **1. ACRO ACTIVITIES**

The Host Force shall procure that ACRO will continue to provide operational support and advisory services to various Head(s) of National Units, Chief Police Officers, Government Ministries, Non-Departmental Public Bodies and Executive Agencies and to various other Stakeholders including the Biometrics Commissioner and Information Commissioner on matters relating to the management of criminal records information held on the Police National Computer (PNC) and associated police databases and the international exchange of criminal conviction information.

The services and functions to be carried out by ACRO shall be as follows:

- 1.1 Police Certificates – these are provided to UK nationals and foreign nationals who have spent time living in the UK, to assist applications being made to secure Visa documents from primarily the American, Canadian, South African, Australian and New Zealand Embassies and High Commissions. A charge is applied to the applicant for this service, according to whether the applicant is seeking a standard or premium service;
- 1.2 The International Child Protection Certificate (ICPC) – these are provided on behalf of the National Crime Agency (NCA) and Child Exploitation Online Protection Command (CEOP). The Certificates enable an individual to evidence to a foreign employer that their criminal history does not prevent them from working or volunteering with children. A charge is applied to the applicant for this service;
- 1.3 The provision of a Police National Computer (PNC) enquiry, update and disclosure service provided to non-police agencies and non-police prosecuting agencies;
- 1.4 The provision of a national Subject Access Service on behalf of Police Forces in England and Wales, Northern Ireland, Jersey, the Isle of Man and the British Transport Police, to issue disclosures to applicants with information held on the PNC;
- 1.5 To Back Record Convert (BRC) records held in the national Microfiche repository onto the PNC, so as to ensure PNC records are accurate and meet the requirements of the DPA;
- 1.6 The provision of an intelligence unit which creates and shares intelligence products with the Police service and other law enforcement agencies operating in all jurisdictions of the UK. The unit receives information from all ACRO business areas, which is turned into intelligence products. Where appropriate products are also shared with other criminal justice partners, both domestic and foreign e.g. Interpol and Europol;
- 1.7 The deployment of staff to work within Interpol, Europol, CEOP and the Home Office in order to assist in the movement of information that will benefit the business of ACRO and the law enforcement community and thereby enhance public protection;
- 1.8 The development of links with priority countries as determined by the Home Office in order to enhance the flow of conviction and biometric data relevant to UK nationals; and
- 1.9 The putting in place of information sharing agreements aimed at enhancing knowledge of UK nationals who have committed criminal offences overseas or foreign nationals who have committed offences in the UK. Such agreements already exist with Jamaica, Albania, Ghana, British Caribbean Overseas Territories, Trinidad and Tobago and a number of other countries. This list will continue to be expanded by ACRO over the Term.

### **2. KEY DELIVERABLES**

The key deliverables for ACRO shall be as follows:

- 2.1 Management of the UKCA-ECR activities as listed at **paragraph 3**;
  - 2.2 The issue of Police Certificates;
  - 2.3 Subject Access on behalf of all Police Forces in England and Wales;
  - 2.4 Back record conversion of the Microfiche;
  - 2.5 The production of International Child Protection Certificates;
  - 2.6 The development of police intelligence in furtherance of all checks that are managed by ACRO;
  - 2.7 Liaising with other police and non police organisations in furtherance of checking and disclosing criminal history data;
  - 2.8 To conduct operations where appointed by Chief Constables' Council or the Home Office into a major information management issue, and
  - 2.9 Management of the Exceptional Case Procedure and Early Deletion Process; dissemination of intelligence products; manage ViSOR Nominals; management of EU funded projects: conduct research; and run national operations.
3. Where necessary the activities to be carried out by ACRO will require inputting or extracting information held on the Police National Computer (PNC), the Scottish Criminal History System (CHS) and Causeway System (CRV) in Northern Ireland. It will also involve any research work to strengthen information about identity and includes any subsequent alteration or deletion of stored material or records held on national police systems which may be necessary and co-ordination with local police forces and other public agencies concerning public protection measures. ACRO will liaise with relevant colleagues in England and Wales, Scotland and Northern Ireland to ensure that tasks and responsibilities are properly and effectively distributed between the various jurisdictions where appropriate.

#### 4. **UKCA-ECR AND NON EU ACTIVITIES**

The activities to be provided by ACRO in relation to the UKCA-ECR and Non EU Activities shall be:

- 4.1 discharging the United Kingdom's responsibilities under EU Council Decisions 2009/315/JHA on the exchange of information extracted from the criminal record and 2009/316/JHA European Criminal Record Information System (ECRIS) plus EU Framework Decision 93;
- 4.2 non-EU criminal records exchange;
- 4.3 criminal record exchange and case management in relation to those extradited from the UK;
- 4.4 criminal record exchange and case management of UK nationals who have been arrested or detained overseas and have sought consular assistance, as notified to ACRO by the Foreign and Commonwealth Office (FCO); and
- 4.5 any other exchange as may be authorised in writing by the Home Office and agreed by the ACRO/UKCA Governance Board.

#### 5. **ANCILLARY ACTIVITIES**

ACRO agrees to carry out the following ancillary activities in relation to the UKCA-ECR:

- 5.1 Where information is received about the convictions of UK nationals in other EU Member States, to co-ordinate the application of appropriate measures and checks to ensure public protection issues are addressed;

- 5.2 To operate and maintain whatever databases and systems are required to carry out the above functions efficiently and effectively;
- 5.3 To provide professional advice to police forces in all UK jurisdictions, the Home Office, the Scottish Government and the Department of Justice Northern Ireland on overseas conviction issues;
- 5.4 To contribute to negotiations at EU level and bilaterally on overseas conviction/ criminal record issues;
- 5.5 To participate as necessary in discussions and work at EU level to implement work around the piloting of the electronic exchange of criminal record information; and
- 5.6 To help raise awareness with relevant organisations within the UK of the role of ACRO in dealing with requests for criminal records information.



## SCHEDULE 2

### Accountability and Governance

#### ACRO

#### ACRO/UKCA GOVERNANCE BOARD TERMS OF REFERENCE

1. **Overall Objective of ACRO**

1.1 Deliver the UK obligations under the UKCA-ECR.

1.2 Provide support to UK Police Forces by organising the management of criminal record information and improve the links between criminal records and biometric information.

2. **Board Composition**

3. **Members:**

4. Chair: this key role requires a Chief Officer of Police to hold this position who requires good central government department experience/exposure.

5. Deputy Chair: to be drawn from the other members of the Board.

6. Operational Members: Representative of the UK Police Force community (including the ACRO Chief Executive), covering England and Wales, Scotland and Northern Ireland; International Affairs representative; Chief Constable of Hampshire representative; Police and Crime Commissioner for Hampshire representative; Intelligence community representative; National Crime Agency representative; Home Office representative; Northern Ireland Executive or Police Service Northern Ireland representative; Scottish Government or Police Scotland representative; Immigration Enforcement representative; and Disclosure and Barring Service representative.

7. Other members: as required, and subject to the approval of the Chair, the addition of persons with particular skills and experience, e.g. those with experience in finance, IT, strategy, business planning expertise or any other expertise considered relevant for delivery of the objectives of ACRO.

8. **In Attendance:**

9. ACRO Chief Executive: every meeting.

10. Other ACRO senior leads: attend on an as needed basis, but there would be expected to be some routine reporting on ICT, HR and finance matters.

11. **The Secretary:** being the person designated by the ACRO Chief Executive.

12. **Quorum:** the quorum for the Board meeting shall be at least six people, and shall include the Chair or Deputy Chair and ACRO Chief Executive.

13. **Frequency:** The Board shall meet on at least a quarterly basis or as and when required by the Chair or at the request of at least 6 members giving 5 working days' notice.

14. **Board Terms of Reference**

14.1 **General**

As a minimum, members of the Board agree to make an active contribution to ensure their roles are delivered effectively; this includes making time for:

- 14.1.1 Attendance at formal Board meetings;
- 14.1.2 Reading Board papers;
- 14.1.3 Contributing to the ongoing development of the ACRO strategy and commenting on its operational delivery;
- 14.1.4 Considering the business plans and budgets for the ACRO and giving advice thereon;
- 14.1.5 Where appropriate, depending on experience and expertise, be prepared to be an active member of sub-committees of the main Board; and
- 14.1.6 To appoint Committees or working or advisory groups to support and assist the Board in the delivery of its terms of reference or objectives.

## 14.2 **Advisory**

The ACRO/UKCA Governance Board will:

- 14.2.1 Recommend the strategy and direction for ACRO to address the priorities and expectations of the UK Police Service, and relevant government departments and agencies, including the Home Office, Scottish Government and the NI Executive, including the obligations under the European Treaty on the Exchange of Criminal Records;
- 14.2.2 Recommend corporate governance arrangements, including developing a risk management strategy and definition of ACRO's risk appetite, and implementing appropriate risk management arrangements;
- 14.2.3 Recommend, and over time refine, the operational priorities to deliver ACRO's strategic objectives; and
- 14.2.4 Communicate the work of the agency to the public, ACRO's stakeholders and the media.

## 14.3 **Supervisory**

The ACRO/UKCA Governance Board will:

- 14.3.1 Provide advice on the appointment of the ACRO Chief Executive;
- 14.3.2 Appraise and monitor the performance of the ACRO Chief Executive;
- 14.3.3 Receive regular reports from the Chief Executive and other ACRO functional leads;
- 14.3.4 Monitor the performance of ACRO to ensure that the documented Strategy and Service Plan are being delivered in accordance with the requirements and priorities of the UK police service and other stakeholders. In particular, the Board will monitor delivery of the Home Office's obligations for the UKCA-ECR;
- 14.3.5 Recommend remedial actions where ACRO's performance is not satisfactorily delivering the agreed strategy and operational priorities;
- 14.3.6 Monitor the risk management arrangements in place to make sure they are effective, there is regular re-appraisal of risks, and that there are effective internal controls to satisfactorily mitigate/manage risk;
- 14.3.7 Help ensure value for money is being pursued and there is a strategy for successfully delivering the ACRO strategic imperatives within funding constraints;

- 14.3.8 Oversee the sound financial management of ACRO, the distribution of responsibilities and scrutinise the allocation of resources within the agency in line with its functions and priorities;
  - 14.3.9 Help ensure there are good practice operational policies and procedures in place for ACRO's key functions;
  - 14.3.10 Assure the relationship with the Home Office in relation to operational delivery, reporting, budgeting and funding matters;
  - 14.3.11 Assure ACRO's Strategy, Service Plan and Annual Budget, following recommendation from the Audit and Risk Committee (if in place);
  - 14.3.12 Oversee ACRO's financial statements and Annual Report following a recommendation from the Audit and Risk Committee (if in place);
  - 14.3.13 Promote the overall culture and values of ACRO, and the behaviours and standards required of its staff;
  - 14.3.14 Help ensure that ACRO has the capability to deliver and to plan to meet current and future needs;
  - 14.3.15 Receive reports from Board committees and determine issues raised; and
  - 14.3.16 Receive recommendations from Board committees and the Chief Executive about proposals for appointment of professional advisors and other suppliers where appropriate, and advise the Chief Officer for the Host Force thereon.
- 14.4 The Chair will also advise and support the Chief Executive and other executives as appropriate in the discharge of their responsibilities.

## 15. **Communications**

- 15.1 Brief biographies of all Board members and the Chief Executive will be published on the ACRO website;
- 15.2 Each Board member will be required to at least annually disclose and keep updated a register of interests (non-ACRO roles held, both paid and unpaid, and hospitality offered and received) on the website to provide assurance about transparency;
- 15.3 The Board shall ensure that ACRO's Business Plan will be published on the website, as will the Annual Report and financial statements, when they are available;
- 15.4 The Board shall ensure that the agenda and minutes of the ACRO/UKCA Governance Board will be published on the ACRO intranet, following their approval by members;
- 15.5 The Board shall ensure that a copy of Board papers will be published on the ACRO intranet following the meeting unless otherwise specified by the Board. A public summary version of the Board minutes will also be published on the website, once approved by members; and
- 15.6 The Chair in consultation with the Chief Executive, or where appropriate the full Board, will determine whether an agenda item should be considered as either 'open' or 'closed'. Observers may be asked to leave the meeting for closed items. Closed items will be redacted in the version of the minutes that are published.

## 16. **Term of Office**

- 16.1 Non-executive members are appointed following a formal selection process, including interview;
- 16.2 Non-Executive members will be appointed for a period of three years and can be appointed for two terms only. This can be extended where strategic or operational factors demand it, and are subject to the approval of the full Board;

- 16.3 All Member appointments are nominated by the agency being represented and approved by the Board;
- 16.4 The number of members can be varied at any time if approved by the Board; and
- 16.5 Unless otherwise agreed, it is anticipated that the chair of the ACRO/UKCA Governance Board shall be the chair of the NPCC (who shall be appointed pursuant to the terms of the NPCC collaboration agreement).
- 17. **Audit and Risk Committee (ARC):**
  - 17.1 It may be necessary to set up, as a formal committee of the main Board, an Audit and Risk Committee. The functions of any such committee shall be:
    - 17.1.1 To support the ACRO/UKCA Governance Board and Accounting Officer by reviewing the comprehensiveness and reliability of assurance on governance, risk management, the control environment, and the integrity of financial statements and the annual report; and
    - 17.1.2 To report quarterly to the ACRO/UKCA Governance Board in line with Treasury Guidance (HM Treasury: Audit Risk and Assurance Committee Handbook (April 2013)).
  - 17.2 Membership of the ARC shall be drawn from the main Board membership, with co-opted members included as necessary.

## **SCHEDULE 3**

### **Licences in respect of premises and Information Technology**

#### **ACRO**

1. Accommodation at Fusion One, Parkway, Whiteley, PO15 7AA which is leased on a five year term, on ACRO's behalf, by the Police and Crime Commissioner for Hampshire.
2. Thames Valley Police provides all IT services. The policy in relation to support services, new systems, network management and accreditation is through this force.

## SCHEDULE 4

### Dispute Resolution

1. Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 4**. The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
  - 1.1.1 In the first instance, any issues shall be raised and discussed with the ACRO Chief Executive or where this is not possible with the Chief Officer who retains Direction and Control of ACRO;
  - 1.1.2 if the issue has not been resolved by the ACRO Chief Executive or the Chief Officer of Hampshire, the Parties to this Agreement shall seek to resolve the matter between themselves or through the appropriate governance arrangements in **Schedule 4**;
  - 1.1.3 if the matter cannot be resolved by agreement between the Parties or through the appropriate governance arrangements described in **Schedule 4**, the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure ("Model Procedure") and the ACRO/UKCA Governance Board and Chief Officer of Hampshire shall agree upon the appropriate mediator to be appointed (in the event of failure to agree, an independent mediator to be appointed by the Police and Crime Commissioner for Hampshire); and
  - 1.1.4 if the Parties are still unable to resolve the matter any of them may refer the matter for determination by the Secretary of State.
- 1.2 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this **Schedule 4**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.3 The procedure in the Model Procedure will be amended to take account of:
  - 1.3.1 any relevant provisions in this Agreement; and
  - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Police Bodies (having first consulted with them).
- 1.5 The mediation will start no later than 21 days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule 4** is being applied.

## SCHEDULE 5

### Funding

It is agreed between the Parties that the funding for ACRO is diverse and that there are ongoing discussions in relation to the funding of ACRO. As at the Effective Date, the Parties agree that in relation to the Financial Year 2016/2017 each Policing Body shall be responsible for paying an amount equal to their respective FSS Allocation (which is set out in Table 2) in relation to the agreed funding to be provided by the Policing Bodies as set out in Table 1 below. The Parties agree that the Policing Bodies shall be required to pay the FSS Allocation of the future agreed budget of ACRO which is required to be paid by the Policing Bodies.

**Table 1**

<b>Party</b>	<b>ACRO</b>	<b>ICCE</b>	<b>Total</b>
<b>Amount to be paid by Policing Bodies</b>	<b>£600,000.00</b>	<b>£2,225,000.00</b>	<b>£2,825,000.00</b>

**Table 2**

<b>Force</b>	<b>Percentage of Total (FSS Allocation)</b>
Avon & Somerset	2.0%
Bedfordshire	0.8%
Cambridgeshire	0.9%
Cheshire	1.3%
City of London	0.2%
Cleveland	1.1%
Cumbria	0.7%
Derbyshire	1.2%
Devon & Cornwall	2.1%
Dorset	0.7%
Durham	1.0%
Dyfed-Powys	0.6%
Essex	2.0%
Gloucestershire	0.7%
Greater Manchester	5.0%
Gwent	0.9%
Hampshire	2.3%
Hertfordshire	1.3%
Humberside	1.4%
Kent	2.1%
Lancashire	2.2%
Leicestershire	1.3%
Lincolnshire	0.7%
Merseyside	2.9%
Metropolitan Police	21.8%
Norfolk	1.0%



North Wales	0.9%
North Yorkshire	0.8%
Northamptonshire	0.8%
Northumbria	2.8%
Nottinghamshire	1.5%
PSNI	6.1%
Scotland	5.3%
South Wales	2.0%
South Yorkshire	2.2%
Staffordshire	1.3%
Suffolk	0.8%
Surrey	1.1%
Sussex	1.9%
Thames Valley	2.6%
Warwickshire	0.6%
West Mercia	1.3%
West Midlands	5.3%
West Yorkshire	3.7%
Wiltshire	0.7%
<b>Totals</b>	<b>100.0%</b>

<b>Totals by region</b>	
England	84.3%
Wales	4.4%
PSNI	6.1%
Scotland	5.3%
England, Wales & NI	100.0%

	<b>PSNI</b>
value per formula used up to 2008/09	<b>309.29</b>

	<b>Scotland</b>
value per formula used up to 2008/09	<b>309.29</b>

# SCHEDULE 6

## Insurance



Risk Management Partners

111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Date 17<sup>th</sup> June 2016

Reference: PEF

To Whom It May Concern

Risk Management Partners Ltd, in their capacity as agents of QBE Insurance Group can confirm cover provided under the following insurance policies for Hampshire Constabulary is extended to cover all of the activities of ACRO Criminal Records Office (ACRO) performed by Hampshire Constabulary as the host force, in accordance with the Section 22 Agreement in force for such services.

Insurance Period – 1<sup>st</sup> October 2015 to 30<sup>th</sup> September 2016

Public Liability/Employers Liability Insurance – Y082725QBE0115A

Motor Insurance – Y079872FLT0115A

For the avoidance of doubt, the services delivered under ACRO are held to include:

NAVCIS - Vehicle Crime Intelligence Police Service

NWCU - National Wildlife Crime Unit

NPPDU - National Police freedom of information & Data Protection Unit

The information provided above is a summary and the policy should be referred to for the full details of cover if required.

Yours sincerely

Peter Fulthorpe  
Account Director  
Email: Peter.Fulthorpe@rmpartners.co.uk  
Tel 07876 897 545



SIGNED by  **Deputy Chief Constable**

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE** )

in the presence of: **Insp. Annabelle MARDY** )

Witness signature: 

Name:

Address: **Lincolnshire police Headquarters**

Occupation:

SIGNED by  )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE** )

in the presence of: **JOHN KING** )

Witness signature: 

Name:

Address: **OPCC FOR LINCOLNSHIRE, LINCOLNSHIRE POLICE HEADQUARTERS**

Occupation: **CORPORATE ADMINISTRATION OFFICER**

