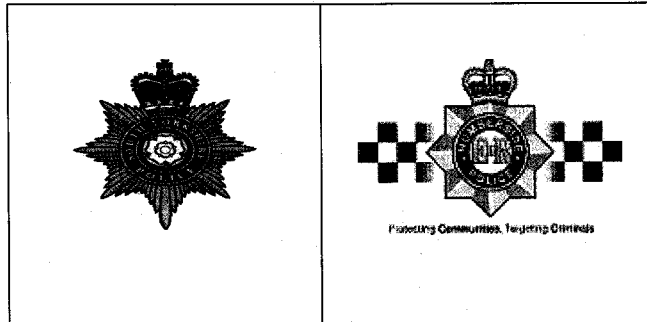




Joint thinking, joint working



COLLABORATION AGREEMENT IN RELATION TO THE CREATION OF A JOINT ICT SERVICE

COLLABORATING PARTNERS:

The Chief Constable of Humberside Police

The Chief Constable of South Yorkshire Police

Humberside Police Authority

South Yorkshire Police Authority

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This Collaboration Agreement (the Agreement) is made the day of
2012.

BETWEEN:-

**THE CHIEF CONSTABLE OF HUMBERSIDE POLICE, POLICE HEAD
QUARTERS, PRIORY ROAD, HULL, HU5 5SF**

“(CCHP)”

**HUMBERSIDE POLICE AUTHORITY, PACIFIC EXCHANGE, 40 HIGH
STREET, HULL, HU1 1PS**

“(HPA)”

**THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE OF POLICE
HEADQUARTERS, SNIGHILL, SHEFFIELD, SOUTH YORKSHIRE, S3
8LY**

“(CCSYP)”

**SOUTH YORKSHIRE POLICE AUTHORITY, 18 REGENT STREET,
BARNLEY, SOUTH YORKSHIRE, S7 2PQ**

“(SYPA)”

INTRODUCTION

SECTION 1: THE LEGAL CONTEXT

- 1.1 Section 22A of the Police Act 1996 as amended enables two or more Policing Bodies or the Chief Officers of one or more Police Forces and two or more Policing Bodies to enter into a Collaboration Agreement.
- 1.2 A Chief Officer may make a Collaboration Agreement only if the Chief Officer thinks that it is in the interests of the efficiency and effectiveness of one or more Police Forces.
- 1.3 A Policing Body may make a Collaboration Agreement if it thinks that the Collaboration Agreement is in the interests of the efficiency and effectiveness of one or more Policing Bodies or Police Forces.
- 1.4 The Parties acknowledge the imminent establishment of the Office of Police and Crime Commissioner for the Policing areas of Humberside and South Yorkshire in accordance with the provisions of the Police Reform and Social Responsibility Act 2011. The Parties contemplate that the Commissioners will in due course review such provisions of this Agreement as deal with governance (Section 6 hereof) with a view to ensuring that the interests of the Commissioners are appropriately represented. Any supplementary Agreement to reflect such review will be dealt with in accordance with Section 28 hereof.

SECTION 2: THE PURPOSE OF THE AGREEMENT

- 2.1 The Parties have agreed to establish a Joint Information Communications Technology (ICT) Department to provide ICT services to both Forces. The Parties have concluded that such services can best be provided by the establishment of the Joint ICT Department

under a "host" model whereby the Department will be situated within and managed by SYPA. The provision of ICT Services will be overseen and lead by the Director of Finance and Administration of South Yorkshire Police.

- 2.2 The Parties further agree that in so far as the arrangements contemplated within this Agreement involve the overseeing and coordination of the ICT function by one Force or one Policing Body for and on behalf of another then such arrangement is considered to be a jointly controlled collaboration exercise between public entities whereby the burdens and obligations of such collaboration are borne equally by the Parties in proportion to their respective resources.
- 2.3 This document constitutes a Collaboration Agreement within the meaning of Section 22A of the Police Act 1996 made between the Chief Constables of the collaborating Forces and the Policing Bodies for the areas for which the Forces are maintained
- 2.4 The Parties agree that the Provisions contained within this Agreement are in the interest of the efficiency and/or the effectiveness of all the Parties.

SECTION 3: DEFINITIONS AND INTERPRETATIONS

- 3.1 In this Agreement the terms below have the following meanings:

"Agreed Cost Proportions" – all Joint Management Team and associated costs together with the costs of delivery of the integrated services will be shared in proportion to the estimated "Net Revenue Expenditure" (N.R.E.) figures for each Policing Body for the financial year in which the costs are incurred.

“Agreement” - the Collaboration agreements between the Parties as contained and referred to in this document.

“Annual Budget” – a budget for the operation of the Joint ICT Department during a financial year as approved in accordance with Clause 9 hereof.

“Annual Business Plan” – a plan for the operation of a Joint ICT Department during the financial year as approved in accordance with Clause 9 hereof.

“Applicable Law” – the laws of England and Wales the European Union and other laws or regulations regulatory policies, guidelines or industry codes which apply to the provision of ICT services.

“Assumed Contracts” – the contracts entered into by HPA or CCHP relating to the Humberside Police IT department prior to the Service Transfer Date which will be dealt in accordance with Clause 14.

“Policing Body (ies)” – either HPA or SYPA or both as the context requires.

“Budget Model” – means the mechanisms and the accounting methodologies and the financial regulations agreed between HPA and SYPA for Budget setting.

“Chief Officer ICT Lead” – the post within each Force with lead responsibility for ICT which at the date of this Agreement is the Assistant Chief Officer (Support) of Humberside Police and Director of Finance and Administration of South Yorkshire Police.

“Claim” - any action, proceeding, claim or demand made by any person other than a Party.

“Claims Lead Party” – the Party nominated by the Parties on a case by case basis to manage, be responsible for and have care and conduct of the defence of a Claim.

“Confidential Information” – means all information of a confidential nature disclosed (whether in writing, verbally or any other means whether directly or indirectly) by one Party (the “Disclosing Party”) to another party (“the Receiving Party”).

“Database” – the compilation of any data supplied to SYPA or CCSYP by or on behalf of the HPA or CCHP or generated by SYPA or CCSYP from any such data.

“Data Controller” – has the meaning set out in the Data Protection Act 1998.

“Data Protection Legislation” – the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications Lawful Business Practice, Interception of Communications Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy including where applicable guidance and codes of practice issued by the Information Commissioner.

“Director” – The Director of Finance and Administration for South Yorkshire Police from time to time.

“Dispute” – any dispute under this Agreement.

“Effective Date” – the date of this Agreement.

“Employment Regulations” – the TUPE transfer of Undertakings (Protection of Employment) Regulations 2006.

“Exit Date” - the date (or if more than one the relevant date as the context requires) on which a collaborative activity or function (or part thereof) terminates or ceases.

“Exit Plan” - the agreed plan governing the termination of arrangements under this Agreement as agreed in accordance with Clause 24 hereof.

“Financial Protocol” – the methodologies agreed between the Policing Bodies from time to time for provision of appropriate and effective accounting and Financial Regulations between the parties which should be in accordance with the CIPFA recommended best practice then in force.

“Financial Year” – a period from the 1 April in one year to the 31 March in the subsequent year.

“Force” – either HP or SYP or both as the context requires.

“Force Specific Services” – any ICT service requested by and delivered to either CCHP or CCSYP independently of any equivalent or corresponding ICT service requested by and delivered to the other Force.

“Head of ICT” – the individual employed by SYP to manage the Joint ICT Department in accordance with Clause 8 hereof.

“Head of ICT Job Description” – the job description for ICT as set out in Appendix 5 hereof as may be amended from time to time in accordance with Clause 8 hereof.

“Humberside Data” – any data (including personal data relating to staff, customers or suppliers to HPA or CCHP), documents, texts, drawings, diagrams, images or sounds (together with any database made of any of those) embodied in any medium, that are supplied to SYPA or CCSYP by or on behalf of HPA or CCHP or which SYPA or CCSYP is required to generate, process or transmit pursuant to this Agreement.

“Humberside ICT Department” - the ICT Branch of Humberside Police.

“ICT Function” - the function providing the ICT service.

“ICT Service” – an ICT service identified in the Service Catalogue.

“Initial Term” – 5 years from the service transfer date.

“Integrated Budgets” – those pertaining to joint, collaborative working.

“Integrated Services” – any ICT service requested by and delivered to both CCHP and CCSYP on an integrated basis.

“Intellectual Property Rights or IPRs” – any and all Intellectual Property Rights of any nature anywhere in the world whether registered, registrable or otherwise, including Patents, utility models, trademarks, registered designs and main names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know how any other Intellectual Property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

“Joint Collaboration Group” – the Joint Collaboration Group established by the parties in accordance with Joint Collaboration Groups Terms of Reference details of which appear at Appendix 1 hereof.

“Joint ICT Department” – the department of CCSYP as from the Service Transfer Date as overseen, led and managed by the Director including all employees of SYPA (including any Transferring Employees) and any HPA employees direction and control of whom has been transferred by CCHP to

CCSYP pursuant to Section 23 Police Act 1996 engaged directly in the delivery of ICT services whether to CCHP or CCSYP or otherwise.

“Joint ICT Programme Board” – the Joint ICT Programme Board established by the parties in accordance with the ICT Joint Programme Teams Terms of Reference appearing at Appendix 2 hereof.

“Licensed Equipment” – all equipment owned or used by CCHP or HPA which SYPA or CCSYP needs to use in relation to the Joint ICT Department.

Losses – any damages, liabilities, awards, costs, charges, losses and expenses.

“Parties” – all Parties to this Agreement.

“Personal Data” – as the meaning set out in the Data Protection Act 1998.

“Policing Body / Bodies” - either HPA or SYPA or the Police and Crime Commissioner for the Police areas of Humberside and South Yorkshire or (in either case) both as the context so requires.

“Regional Collaboration Programme” – refers to the ongoing Programme of work between Police Forces and Police Policing Bodies operating within the area known as Yorkshire and The Humber namely Humberside Police, North Yorkshire Police, South Yorkshire Police and West Yorkshire Police and their respective Police Policing Bodies whereby opportunities for operational and non-operational Collaboration between the regional forces and the Regional Police Policing Bodies (or any of them) are identified, developed, implemented and maintained.

“Regional Partners” – North Yorkshire Police, North Yorkshire Police Policing Body, West Yorkshire Police and West Yorkshire Police Policing Body.

“Regional Programme Team” – refers to personnel from time to time brought together to support the Regional Collaboration Programme.

“Regulatory Bodies” - such Government departments and regulatory, statutory and other entities, committees and bodies, which under statute, rules, regulations, codes of practice or otherwise are entitled by an applicable law to supervise, regulate, investigate, or influence the matters dealt within the Agreement or any other affairs of the Parties.

“Relevant Transfer” – any transfer of employees in connection with commencement, termination or cessation of a collaborative activity or function (in whole or in part) to which TUPE applies.

“Returning Employee” – those employees whose employment transfers pursuant to TUPE from a Termination Transfer Party or a Third Party Provider to a Termination Transfer Party (or its direct or indirect sub contractor) in connection with the termination or cessation of Joint ICT Department (or part thereof) or whose employment would have transferred but for an objection to transferring by such employee under Regulation 4(7) of TUPE as a result of a act or anticipatory breach of contract or materially detrimental change to work conditions within the meaning of Regulation 4(9) of TUPE in either case by the Termination Transferee Party (or its direct or indirect sub contractor).

“Senior Management Team (SMT)” – the personnel from time to time occupying the roles referred to at Appendix 3 hereof.

“Service Catalogue” – a central repository of information about all live ICT services including those available for deployment for use by the parties.

“Service Level Agreement or SLA” - a non-legally binding written document setting out the terms upon which the ICT service in question should be delivered.

“Service Transfer Date” – 1st January 2012.

"Shared" – means that the relevant costs or Losses shall be met by the Parties in accordance with Agreed Costs Proportions.

"South Yorkshire ICT Department" - ICT Department of South Yorkshire Police.

"Strategic Plan" – a plan for the strategic progress of the Joint ICT Department over a 5 year period which shall be reviewed and updated accordingly.

"Term" – the period of the initial term may be varied by any extensions to this Agreement made pursuant to Clause 7 or the early termination of this Agreement in accordance with Clause 25.

"Third Party Provider" – any undertaking engaged (directly or indirectly) by the Parties or any of the Parties to provide the ICT function pursuant to this Agreement.

"Third Party Software" - software which is proprietary to any third party and is either licensed to HPA or CCHP or is used by such Parties in the provision of ICT services.

"Transfer Date" – the date (or if more than one the relevant date as the context requires) on which the Party, Parties or Third Party Provider commences the provision of the ICT function for and on behalf of other Parties pursuant to the terms of this Agreement.

"Transferring Employee" - each of those employees whose employment transfers pursuant to TUPE from a Commencement Transferor Party (or its direct or indirect sub contractor) to a Commencement Transferee Party or Third Party Provider in connection with the commencement of the provision of the ICT function pursuant to this Agreement (or whose employment would have transferred but for an objection to transferring such employee under

Regulation 4(7) of TUPE as a result of an actual or anticipatory breach of contract or materially detrimental change to the working conditions within the meaning of Regulation 4(9) of TUPE in either case by the Commencement Transferee Party or Third Party Provider).

"TUPE" – means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"Working Day" – Monday to Friday, excluding any public holidays in England and Wales.

SECTION 4: CONSTRUCTION OF TERMS

4.1 In this Agreement unless otherwise specified

4.2.1 The headings are for convenience only and shall not affect its interpretation.

4.2.2 References to a section, clause, paragraph or appendix are to a section clause, appendix or paragraph within this Agreement.

4.2.3 Any reference to this Agreement or to any other documents shall include permitted variation, amendment or supplement to such document.

4.2.4 Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment).

4.2.5 Any phrase introduced by the term "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.

- 4.2.6 The words “in writing” and “written” mean “in documented form” whether electronic or hard copy, unless otherwise stated.
- 4.2.7 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.
- 4.2.8 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees.
- 4.2.9 Words shall not be given any restrictive interpretation by reason only of their being preceded or followed by words indicating a particular class of acts, matters or things.
- 4.2.10 Any reference to a notice, consent, approval agreement and/or permission being required under this Agreement shall unless expressed to the contrary in this Agreement be given in writing.
- 4.2.11 All Agreements on the part of any Party comprising more than one person or entity should be joint and several throughout this Agreement and the neuter singular.
- 4.2.12 Gender should include all genders and the plural.

SECTION 5: GOVERNANCE

5.1 The Joint ICT Department shall be subject to the following governance and oversight arrangements. There shall be: -

- A Collaboration Group whose membership and detailed terms of reference appear at Appendix 1 hereof which will be responsible for the identification and setting of strategic objectives for the Joint ICT Department derived from relevant business need, the monitoring of delivery against objectives, and the assessment of value for money, effectiveness and efficiency achieved in the operation of the Joint ICT Department.

- A ICT Collaboration Programme Board whose membership and detailed terms of reference appear at Appendix 2 hereof which will be responsible for the oversight of all technical design and change management issues arising out of the Joint ICT Department and the monitoring of technical capacity against existing and projected work streams and resources.
 - A Joint Management Team whose membership and individual responsibilities appear at Appendix 3 hereof which will be responsible for the day to day management of the Department including staff and the Delivery Services against budget.
 - The proposed organisational relationship between the Joint Programme Board, ICT Service Management Team and the Forces is represented in the Chart at Appendix 4.
- 5.2 No change or alteration in the governance structure or arrangements shall be effective unless subject to prior written agreement between the Parties.
- 5.3 The Parties acknowledge that this Agreement is a manifestation of the Regional Collaboration Programme and accordingly the Parties confirm their duty of good faith to their Regional Partners and will use reasonable endeavours to ensure that all matters relating to the operation of the Joint ICT Department which may have relevance to the Regional Collaboration Programme will be reported as soon as practicable to the relevant Boards or meetings conducted as part of the Regional Collaboration Programme governance structure save and except for matters which may not be disclosed for reasons of commercial confidentiality or because of any other contractual, common law, or statutory prohibition.

SECTION 6: COMMENCEMENT AND DURATION

- 6.1 This Agreement shall take effect on the Effective Date and shall continue for the Term.
- 6.2 If either of the Policing Bodies do not wish to extend this Agreement beyond the expiry of the Initial Term it shall give the other Policing Body at least 18 months written notice of such intention prior to the expiry of the Initial Term. In the absence of such notice being effectively delivered, this Agreement shall renew for a further period of 5 years upon the expiration of the Initial Term ("the Subsequent Term"). This Agreement shall therefore continue renewing for Subsequent Terms of 5 years until either an 18 month notice is submitted prior to the expiry of the Term, or this Agreement is terminated in accordance with Section 23 hereof.

SECTION 7: JOINT ICT DEPARTMENT

- 7.1 The Parties agree to delegate the responsibility for the provision of their respective ICT function to the Director and the Joint ICT Department to be operated in accordance with the terms of this Agreement and in particular the Director shall be responsible for the production of or compliance with (as the case may be) the:

- Annual Business Plan.
- Annual Budget.
- Strategic Plan.
- Financial Regulations, Financial Instructions and Processes of SYPA as the host Policing Body.

- 7.2 SYPA shall employ a Head of ICT who shall manage the Joint ICT Department in accordance with the relevant job description (which

appears at Appendix 5 hereof) and the terms of this Agreement. Such job description may only be amended with the written consent of the Collaboration Group.

SECTION 8: BUDGETS, STRATEGIC AND BUSINESS PLANS

- 8.1 The Director in conjunction with the Joint ICT Programme Board shall prepare a draft Annual Business Plan and draft Annual Budget for submission to the Collaboration Group 6 months in advance of the next Financial Year. The Collaboration Group shall submit a recommended Annual Business Plan and Annual Budget to the Policing Bodies 5 months in advance of the next Financial Year.
- 8.2 In addition the Director will in conjunction with the Joint ICT Programme Board and the Collaboration Group prepare a medium term plan for approval by the respective Policing Bodies. The medium term plan shall be prepared 5 months ahead of the start of the following Financial Year and will include:
- The projected costs in year and beyond of existing commitments.
 - Full costed growth bids for the next Financial Year with any cost implications for the following years.
 - Indications of expected future growth bids with estimated amounts over the following 2 to 5 Financial Years.
 - Confirmed savings for the next Financial Year.
 - Indications of savings with estimated amounts over the following 2 to 5 Financial Years.
- 8.3 All costs and savings should be shown apportioned between the Policing Bodies according to the Agreed Cost Proportions.

- 8.4 An Annual Business Plan and Annual Budgets shall only be effective once approved by the Policing Bodies which will use reasonable endeavours to reach agreement on and approve the Annual Business Plan and the Annual Budget at least one month in advance of the commencement of the Financial Year to which the Plan relates.
- 8.5 The Annual Business Plan will be a plan of activities and action to be taken over the following 12 to 14 month period of the ICT Department and will include plans for people and organisational development, financial budgets, projects, programmes and infrastructure change. These will be reviewed every 6 months or in line with other corporate planning processes as required. The initial business plan will be developed and deployed within 6 months of the Effective Date.
- 8.6 The Annual Business Plan shall not be required to include specific details as to how agreed actions or policies should be implemented, and such implementation plans shall be the subject of separate agreement in the form of a Delivery Plan agreed between the Parties from time to time.
- 8.7 The Annual Budget should be prepared by the Director in accordance with the Financial Protocol approved by the Collaboration Group from time to time.
- 8.8 Assets acquired in connection with delivery of a Force specific service will generally vest in the Policing Body acquiring such assets whereas assets acquired in connection with delivery of an integrated service will generally vest in SYPA on trust for both Policing Bodies in the Agreed Cost Proportions (or in such other proportions as the Parties may have agreed to fund the purchase of specific aspects) but the Policing Bodies may agree at any time to vary these arrangements if the taxation consequences of such arrangements make it expedient to adopt alternative arrangements with regard to the acquisition and vesting of assets.

- 8.9 It should be the responsibility of the Director to ensure that total spending for the Joint ICT Department remains within approved Annual Budgets and where projected expenditure exceeds the approved Budgets, the Director must forthwith submit to both Policing Bodies a report detailing the projected overspend and either seeking approval for the over spending or for proposed remedial activity provided that any over spend on the Annual Budget must be approved by each Policing Body before it is incurred.
- 8.10 It should also be the responsibility of the Director working with the Joint ICT Programme Board to prepare a draft Strategic Plan for submission to the Collaboration Group at least 9 months in advance of the expiration of the previous Strategic Plan and, in turn, the Collaboration Group shall submit a recommended Strategic Plan to the Policing Bodies 6 months in advance of the expiration of the previous Strategic Plan.
- 8.11 The Strategic Plan will be a document (or documents) outlining the general direction and development and implementation for all components of the technology information systems portfolio in use by the parties and initially this will be take the form of a number of specific documents outlining key areas of collaboration and proposals on how the two Forces should proceed in specific technology or business areas. Over time these will be expanded to include strategic plans for all areas. This will not be a detailed and specific plan of action for specific technology implementation but a touchstone for decision making when considering business change projects that require technology support and solution. This strategic plan will consider development and implementation over a 5 year period.
- 8.12 The initial Strategic Plan and the initial Annual Budget shall be agreed as soon after the Effective Date as is practicable.

- 8.13 All requirements within the Agreement as to the time scales by which documentation should be drafted or submitted are indicative only and the overriding requirement is that all plans, budgets and reports should be drafted and submitted in such a manner as enables proper scrutiny and evaluation thereof in accordance with principles of good corporate governance.
- 8.14 The Parties agree to operate in accordance with the Annual Budget, the Annual Business Plan and the Strategic Plan.
- 8.15 SYP will invoice HP once a quarter on the basis of estimated expenditure with the proviso that an amending invoice may from time to time be submitted should significant variations occur between actual and budgeted costs or should interest rates increase significantly. At the year end an invoice will be raised to adjust for the difference between actual and estimated costs. All payments will be made within 28 days of the delivery of the relevant invoice.

SECTION 9: SERVICES

- 9.1 The services to be provided by the Joint ICT Department to CCHP and CCSYP shall consist of the following:
- Any integrated ICT service requested by and intended to be delivered to both CCHP and CCSYP (“Integrated Services”).
 - Any ICT service requested by and intended to be delivered to either CCHP or CCSYP independently of any corresponding or equivalent service requested by and delivered by the other Force (“Force Specific Service”) and;
 - Any ICT service requested by and delivered to either Policing Body (“Policing Body Service”).

9.2 The Joint ICT Department:

- Shall only provide an integrated service where an SLA regulating the delivery of that service has been agreed by the Parties in advance.
- Shall provide Force Specific Services and Policing Body Services in accordance with an SLA agreed by the Parties in advance of delivery.
- And in any event shall only deliver ICT services that have been approved within the Annual Business Plan or in accordance with Clause 9 hereof.

9.3 If either Force or either Policing Body wishes to receive an ICT service that is not contemplated within the Annual Business Plan or provided for in the Annual Budget ("Additional ICT Service Request") then the Force or Policing Body shall submit a written notification to the Collaboration Board and such Additional ICT Service Request shall include:

- Details of the ICT service required by reference to the service catalogue.
- The proposed amendments to the Annual Budget to allow for the additional amended service.
- An assessment of the likely impact of the delivery of the Joint ICT Department and the Annual Budget for the year in which the services are to be delivered.

9.4 Any additional ICT service request will be considered and thereafter approved or rejected by the Collaboration Group but where any additional amended service will require an amendment to the Annual Budget, then the provision of that service must be approved in writing by both Policing Bodies who may impose such conditions as they see fit.

SECTION 10: SERVICE CATALOGUE

- 10.1 The Director will produce a Service Catalogue as soon as practicable.
- 10.2 The Service Catalogue will include information about deliverable, agreed service levels, meetings, contact points, ordering and request procedures.
- 10.3 The Service Catalogue may be amended from time to time by the decision of the Change Advisory Board.

SECTION 11: THIRD PARTY INCOME

11.1 The Parties agree that the Joint ICT Department may provide ICT services to third Parties but only in circumstances where:

- The Joint ICT Programme Board is satisfied that the Joint ICT Department has surplus capacity and that delivery of a service to a third party will not adversely impact upon the service delivery to the Parties to this Agreement.
- The Joint ICT Programme Board is satisfied that the provision of a service to a third party will result in a financial surplus for the Joint ICT Department after payment of all costs associated with the delivery of that third party service.
- The Joint ICT Programme Board must be satisfied that the Parties have the necessary vires to deliver the third party service and;
- A written contract specifying the terms upon which the third party service is to be delivered has been approved and executed in advance of service delivery.

- 11.2 Income from any third party shall be set off against the costs of the Joint ICT Department.
- 11.3 This Clause shall not relate or apply to any Agreement relating to the Joint ICT Department participating in or providing services on behalf of the Regional Collaboration Programme or any other collaborative programme which the Parties may have entered into with other public bodies or Policing Body.

SECTION 12: EMPLOYEES

- 12.1 The Policing Bodies have agreed that the posts within the Joint ICT Department Senior Management Team which are listed in Appendix 3 hereof with the exception of ACO (HR) shall be newly created posts within SYPA and:
- Shall be subject to an open recruitment process available to both internal and external candidates.
 - And shall work to the roles described in Appendix 3.
- 12.2 All HPA personnel working within the Humberside Police I.S. Branch shall be subject to a Transfer of Direction and Control from CCHP to CCSYP pursuant to Section 23 Police Act 1996.
- 12.3 If any of the posts held by HPA personnel referred to in the preceding paragraph of this Section becomes vacant then the post will be re-established in SYPA and the new post holder recruited to SYPA accordingly regardless of the place or nature of the post holder's work.
- 12.4 Any HPY support staff personnel who have taken up employment with SYPA pursuant to this section shall be entitled to count their

employment with HPA for the purposes of calculating continuous employment with SYPA.

SECTION 13: LICENSING AND TRANSFER OF EQUIPMENT AND CONTRACTS

13.1 Subject to Clauses 14.2 and 14.3 hereof HPA and/or (as the case may be) CCHP:

- License SYPA and CCSYP to use the Licensed Equipment for the purposes of the Joint ICT Department with effect from the service Transfer Date.
- Sub licenses the benefit of the Assumed Contracts to SYPA and CCSYP (subject to any burden attaching to them) for the purposes of the Joint ICT Department with effect from the service Transfer Date.

13.2 If any consent of any third party is required to the sub licensing of any Assumed Contract and has not been obtained prior to the service Transfer Date the Parties shall each use all reasonable endeavours to contain that consent as soon as possible after the service Transfer Date.

13.3 Unless and until any Assumed Contract is appropriately sub licensed or any other necessary content is obtained, the Parties shall work together in good faith to agree such alternative solutions as may be deemed appropriate which may include the Parties finding alternative source of supply, or HPA or CCHP (as the case may be) holding the benefit of any relevant assumed contract as agents for SYP or CCSYP.

SECTION 14: LICENSING OF HPA IPR

14.1 HPA hereby grants to SYPA a royalty free non exclusive non transferable license during the term to use:

- IPR owned by HPA.
- HPA or CCHP documentation processes and procedures.
- HPA or CCHP data and databases including the right to grant sub licence to any sub contractors provided that the relevant sub contractor has entered into a confidentiality undertaking with SYPA or CCSYP in a form reasonable acceptable to HPA or CCHP.

14.2 The licence granted in this Clause is granted only to the extent necessary for the operation of a Joint ICT Department in accordance with this Agreement.

14.3 SYPA and CCSYP should only use the names of HPA and CCHP or any logos, emblems or any other images or forms words associated with HPA or CCHP with prior consent which is not to be unreasonably withheld.

SECTION 15: INTELLECTUAL PROPERTY

15.1 In the event that any IPR arises or is generated in respect of technologies and methodologies developed by the Joint ICT Department (to include any share of IPR which might arise from any collaborative arrangements between the Joint ICT Department and a third party) it should be owned in accordance with the Agreed Costs Proportions and if any such IPR's are registerable or should otherwise be subject to protective measures, then SYPA will be responsible for applying on behalf of the Parties for registration or other protection in

joint names. SYPA will also apply for appropriate protection of any IPR in such other countries as may be agreed between the Parties from time to time.

15.2 SYPA shall have an ongoing obligation to maintain or renew such registration or other forms of protection in the UK or elsewhere as agreed and HPA will cooperate in the provision of all relevant information and shall bear an equal proportion of the costs associated with such procedures provided that:

- If only one Party wishes to apply for the registration in another country then that Party should be free to do so at its own expense provided that it shall nevertheless register the IPR interest in the joint names of the Parties. The other Party will nevertheless provide all assistance in relation to such application.
- Neither Party shall amend or abandon or otherwise compromise any registration without the written consent of the other.

15.3 Each Party shall immediately inform the other if it becomes aware of any infringement or proposed infringement of IPR's or any other form of unauthorised use of technology in which the Parties assert ownership.

SECTION 16: SUPPORT SERVICES

16.1 Unless otherwise agreed between the Parties, all administrative or support services required by the Joint ICT Department will be provided by or arranged through SYPA or CCSYP as appropriate.

16.2 The support services provided in relation to the Joint ICT Department will be as timely and as effective and efficient as other support services provided by SYPA or CCSYP to South Yorkshire Police.

16.3 It is anticipated that the cost to SYPA of the provision of those support services will be reflected in the Agreed Cost Proportions but exceptional or one off provision for support may be subject to an additional payment from HPA to SYPA as agreed between the Parties.

SECTION 17: HUMBERSIDE'S DATA

17.1 SYPA and CCSYP acknowledge that Humberside's data is the property of HPA and HPA hereby reserves all IPRs which may at any time subsist in Humberside's data. To the extent that any IPRs in any of Humberside's data vest in SYPA by operation of law then such IPRs shall be assigned by HPA to SYPA by operation of this Clause immediately upon the creation of such Humberside Data.

17.2 SYPA and CCSYP shall:

- Not delete or otherwise interfere with any proprietary notices relating to Humberside's Data.
- Not alter, retain, copy or disclose or utilise any Humberside Data except as may be necessary for the operation of the Joint ICT Department.
- Preserve the integrity of Humberside's Data and use best endeavours to prevent loss, disclosure, theft, manipulation or other interference with it.
- Make appropriate back up copies of all Humberside's Data on such regular basis as is reasonable or otherwise at the request of HPA.
- Immediately notify HPA if any Humberside Data is lost, damaged, corrupted or otherwise compromised whether accidentally or otherwise.

- 17.3 HPA or CCHP may request that any Humberside Data held or processed by SYPA shall be supplied to HPA or CCHP upon request in any format that may reasonably be specified.
- 17.4 SYPA and CCSYP agree to process all Humberside Data strictly in accordance with the principles contained within the Data Protection Act 1998 and in particular and without prejudice to the generality of the foregoing, to take reasonable precautions to preserve the security and integrity of Humberside's Data and prevent any corruption or loss of it.
- 17.5 The Parties will enter into a Data Sharing Agreement on or as soon as practicable after the effective date and such Agreement will identify the types and categories of information which the Parties will need to share to give effect to this Agreement and will specify the means by which such sharing of information will be regulated to ensure compliance with all relevant statutory and common law provisions.

SECTION 18: FREEDOM OF INFORMATION

- 18.1 The Parties agree that the Chief Constables shall be the joint Data Controllers in respect of all data of whatsoever nature, the processing of which is contemplated in this Agreement. The Parties shall endeavour to ensure compliance with the Data Protection legislation through proper application of the governance arrangements contemplated in this Agreement.
- 18.2 If either Parties should receive a request under the Freedom of Information Act 2000 which relates to the activities of the Joint ICT Department, then the Parties will work together to agree an appropriate response.

SECTION 19: ACCOUNTING RECORDS

19.1 Each Party shall:

- Keep such records as may be agreed between the Parties from time to time in relation to the operation of a Joint ICT Department.
- Have all financial accounts audited on an annual basis during the term.
- Submit copies of all relevant audited accounts which relate to the operation of the Joint ICT Department to the other Policing Body as and when required to do so.
- Retain all audited accounts and associated records for at least 6 years after the financial year to which they relate.

19.2 The accounting records will distinguish between those transactions which are relevant to Forces Specific Services and those which are relevant to the Integrated Budgets.

SECTION 20: AUDITS

20.1 The Joint ICT Department shall be subject to such internal and external financial audits as provided for in the Financial Protocol or as determined by the Policing Bodies from time to time.

20.2 In addition either Policing Body may not more than once in any financial year and for a period of 12 months following the Term, elect to carry out an audit in respect of the other Policing Body or Force, limited to the following specific purposes:

- To verify the accuracy of any Joint Budget including any proposed or agreed variations to them.

- To review the integrity and security of data held in relation to the Joint ICT Department.
- To consider the compliance by the other Policing Body or Force with the Data Protection Act 1998, the Freedom of Information Act 2000 and any other legislation relevant to the provision of ICT Services.
- To review any records or any books of account kept in connection with the provision of ICT Services.
- To carry out an audit of the Policing Body's accounts in relation to the provision of ICT Services.
- To verify the accuracy and completeness of management information supplied in accordance with this Agreement.

20.3 The Policing Body conducting the audit shall use its reasonable endeavours to ensure that the conduct of the audit does not unnecessarily disrupt the normal activity of the Policing Body subject to the audit or otherwise interfere with the running of the Joint ICT Department.

20.4 The Policing Body or Force subject to audit shall provide on demand to the auditing Policing Body all relevant information and data, shall allow them access upon reasonable notice to all premises and facilities relevant to the audit and access to all equipment relevant to the Joint ICT Department and access to all those deployed within such Departments.

- The responsibilities of the audited Policing Body described above shall also be extended to any properly appointed agents or representatives of the auditing Policing Body.

20.5 The auditing Policing Body or Force shall provide at least 15 days notice of an intension to conduct an audit in accordance with this Clause.

20.6 The Parties agree that they will bear their own costs in relation to the conduct of any audit unless such audit identifies a material breach to the Terms of this Agreement whereby the Policing Body in breach shall reimburse the auditing Policing Body of all costs reasonably incurred in the course of that audit.

SECTION 21: CONFIDENTIALITY

21.1 Each Party of this Agreement agrees to be bound by a duty of confidentiality to the others in relation to any Confidential Information which now exists or which may in the future (whether during or after the Term) come into being. The Parties will not (other than in accordance with an Order of a Court of competent jurisdiction, or by way of response to a lawful request from a Regulatory Body) use, disclose or divulge any Confidential Information to any person (other than Officers or employees of the Parties) and shall use best endeavours to prevent use, publication or disclosure of any Confidential Information by any other person.

21.2 The restrictions in the preceding paragraph shall not apply to the extent that use of Confidential Information is expressly permitted elsewhere in this Agreement nor where:

- Such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure.
- Such information was obtained from a third party without obligation of confidentiality.
- Such information was already in the public domain at the time of disclosure.

21.3 The Joint ICT Department may disclose HPA's Confidential Information to the employees directly involved in the provision of the Services provided by the Joint ICT Department and who have a need to know that information but it would be the responsibility of the Director to ensure that all such employees are aware of and comply with their obligations of confidentiality and with all restrictions imposed by the Data Protection Act 1998 in relation to the processing of data.

SECTION 22: GENERAL LIABILITIES

22.1 Each Party shall indemnify on demand and hold harmless each other Party against all Claims arising out of or in connection with the provision of the Joint ICT Service.

22.2 Subject of the provisions of Clause 23.4 the Losses arising as a consequence of a Claim (including the costs and expenses incurred by the Claims Lead shall be met by the Parties in accordance with the Agreed Cost Proportions.

22.3 Clauses 23.1 and 23.2 of this Section shall not apply to any claims or Losses to which Section 24 (Employment Liabilities) applies.

22.4 To the extent that a Party is entitled to recover any Losses under a policy of insurance then the applicable Party shall be required to pursue a Claim under such policy ("Insurance Claim") and the indemnity in this Section 22 and Section 23 hereof shall apply only to such elements of the Losses (if any) that are not recovered under the insurance claim made by the Parties.

22.5 Should a Claim be notified to a Party it shall promptly provide written notification to the other Parties specifying the nature of the Claim in reasonable detail.

22.6 The Claims Lead Party shall have the conduct in respect of all Claims including any settlement negotiations in respect of the same ("Claims Defence") and the other Parties shall provide such assistance to the Claims Lead Party as it shall reasonably require in respect of each such Claim.

22.7 The Claims Lead Party shall be entitled to appoint lawyers to act on behalf of the Parties in respect of the Claim including external lawyers should the Claims Lead Party consider this to be appropriate.

22.8 Save for the Claims Lead Party the Parties shall not make any admission of liability, agreement or compromise in relation to any Claim or take any other action (including making any statements which may be prejudicial to the defence or settlement of any Claim without the prior written consent of the Claims Lead Party.

22.9 The Claims Lead Party shall

- Conduct each Claims Defence diligently and in good faith.
- Update the Parties in respect of each Claims Defence at such intervals as it shall reasonably determine.
- At the request of a Party provide to that Party such information in respect of a Claim as the requesting Party shall reasonably require.
- Where reasonably practicable and if requested by a Party allow that Party to make representations in respect of a Claims Defence and the Claims Lead Party shall consider such representations in good faith; and
- Not settle or compromise a Claim without the consent of all Parties (such consent not to be unreasonably withheld, delayed or conditioned) other than where it obtains a legal option to the effect that failure to settle or compromise on the terms proposed

is likely to increase the Losses to be indemnified pursuant to this Section or Section 23.

22.10 Notwithstanding the previous provisions of this Section no Party excludes or limits its liability for

- Death or personal injury caused by its negligence, or that of a person for whom it is vicariously liable.
- Fraud or fraudulent misrepresentation.
- Or any other liability that cannot be lawfully excluded or restricted.

22.11 The provisions of this Section and Section 23 shall continue in force notwithstanding the termination or expiry of this Agreement.

SECTION 23: EMPLOYMENT LIABILITIES

23.1 Subject to the remainder of this Section and save as expressly provided to the contrary in this Agreement each Party shall be responsible and liable for Claims by and in respect of their own employees and Police Officers together with any Losses arising out of or in connection with such Claims.

23.2 In the event that TUPE applies in relation to the commencement of any collaborative activity or function to transfer employees from one Party ("Commencement Transferor") or its direct or indirect sub contractor to another Party ("Commencement Transferee") or a Third Party Provider then, subject to paragraph 24.7 below the following shall apply:

- The Commencement Transferor shall indemnify and hold harmless the Commencement Transferee and any relevant Third Party Provider against all Losses arising as a

consequence of any Claim arising out of or in connection with the employment or termination of employment of any Transferring Employee in respect of any period prior to the Transfer Date.

- The Losses arising as a consequence of any claim arising out of or in connection with:
 - The employment or termination of employment of any Transferring Employee in respect of any period on or after the Transfer Date and up to the Exit Date and/or,
 - Any actual or anticipatory change to the Terms and Conditions of Employment or working conditions of any Transferring Employee to the material detriment of such Transferring Employee in connection with the Relevant Transfer,

shall be shared. Each Party shall indemnify and hold harmless each other Party to give effect to this Clause.

23.3 In the event that Direction and Control (within the meaning of Section 23 of the Police Act 1996) of Police Officers or employees (but not the employment of employees) transfers from one Chief Constable to another Chief Constable in connection with the ICT function then any Losses arising in consequence or any Claim made by or in respect of such employees or Police Officers arising out of or in connection with any act, omission or other matter or occurrence during the period of transferred Direction and Control shall be Shared. Each Party shall indemnify and hold harmless the other Party to give effect to this provision.

23.4 In the event that a Party acting as a Lead Force or Lead Policing Body in connection with the ICT function recruits, or engages or appoints personnel specifically to work in connection with that collaborative activity or function then any Losses arising in consequence of any Claim by or in respect of such employees or Police Officers arising out of or in connection with any act, omission or other matter or occurrence during the operation of the ICT function shall be Shared. Each Party shall indemnify and hold harmless each other Party to give effect to this Clause.

23.5 If TUPE applies in relation to the termination or cessation of the ICT function to transfer employees from a Party ("Termination Transferor") or a Third Party Provider to another Party ("Termination Transferee") (or its direct or indirect sub contractor) then subject to Clauses 22.2 and 22.7 the following shall apply:

- All Losses arising as a consequence of any Claim arising out of or in connection with the employment or termination of employment of any Returning Employee in respect of any period prior to the Exit Date, shall be Shared.
- The Termination Transferee shall indemnify and hold harmless the Termination Transferor and any Third Party Provider against all Losses arising as a consequence of any Claim arising out of or in connection with the employment or termination of employment of any Returning Employee in respect of any period on or after the Exit Date.

23.6 In the event that TUPE does not apply in relation to the termination or cessation of the ICT function then the following shall apply:

- Each Party participating in the ICT function shall cooperate to:

- Ensure that Police Officers and employees in respect of whom Direction and Control (but not employment where applicable) transferred to a Party acting as a Lead Force or Lead Policing Body in connection with the ICT Service return to the Party responsible for them prior to such transfer of Direction and Control.
 - Ensure that effective individual and collective consultation (in accordance with legal requirements and collective agreements) takes place with and regarding employees or Police Officers engaged in the ICT function concerning the termination or cessation of the ICT function and its impact on their employment or appointment.
 - Ensure that any necessary redundancy processes (including any necessary redundancy selection) is carried out reasonably and in line with applicable legal requirements and collective agreements.
 - Use reasonable endeavours to find suitable alternative employment within one of the Parties for any employee whose position becomes redundant as a result of the termination or cessation of the ICT function and to facilitate the transfer of such employee to such redeployed position.
- In the event that the employment of any employees assigned to the ICT function terminates by reason of redundancy as a result of the termination or cessation of that function then;
 - The redundancy costs relating to such redundancies and;
 - Any Losses arising as a consequence of any Claim arising out of or in connection with such redundancies,

shall be shared. Each Party shall indemnify and hold harmless each other Party to give effect to this Section.

23.7 Each Party shall indemnify on demand and hold harmless each other Party against all Losses arising as a consequence of any Claim arising out of or in connection with a Party's failure to comply with its own obligations in respect of information and consultation in relation to any employees in connection with a Relevant Transfer.

23.8 Each Party shall cooperate with each other Party in connection with any Relevant Transfer to ensure that:

- Subject to and in accordance with applicable Data Protection legislation all relevant information is shared with relevant Parties in good time to facilitate any tender process with any potential Third Party Provider and to ensure that smooth transfer of employees in line with good employment practice and TUPE. Wherever possible each Party will comply within 20 Working Days with any reasonable information request made by any other Party in this regard.
- Any and all information and consultation with or regarding any employees affected by any Relevant Transfer takes place smoothly and in line with legal requirements, any applicable collective Agreements and good employment practice.

23.9 Where the Parties agree to engage (directly or indirectly) any Third Party Provider in connection with the ICT function where TUPE applies or is expected to apply on the commencement or termination or cessation (in whole or in part) of such function.

- The Parties will use reasonable endeavours to ensure that the Third Party Provider provides appropriate indemnities to any Transferor or Transferee Party in relation to any relevant transfer consistent with provisions set out in Section 23.

- Any Transferor or Transferee Party shall grant direct to any relevant Third Party Provider an appropriate indemnity to give effect to the Provisions of this Section.

SECTION 24: TERMINATION

24.1 Either Policing Body may terminate this Agreement:

- By serving written notice no less than 18 months before the proposed date of Termination (“Unilateral Termination Notice”) on the other Party. Such notice will not be effective until the steps contemplated in Clause 26 hereof have been exhausted, and in any event no Unilateral Termination Notice can be served prior to the expiration of the Initial Term.
- A Unilateral Termination Notice shall cease to have effect if within 12 months of the service of that notice in accordance with this Clause the Parties have not agreed Exit Plan in accordance with Clause 24.2 hereof.
- Upon a Policing Body committing a material breach of this Agreement (“the Defaulting Party”) the other Party may send a Default Termination Notice giving no less than 12 months notice to terminate this Agreement.
- A Default Termination Notice can only be served if the processes contemplated in Clause 25 hereof have been exhausted.

24.2 If either a Unilateral Termination Notice or a Default Termination Notice is served, the Parties shall cooperate in good faith to agree an Exit Plan setting out how the arrangements considered in this Agreement will be terminated.

24.3 The Exit Plan shall be agreed upon the following principles:

- That continuation and quality of service delivery are paramount.
- Assets and liabilities relating to the Joint ICT Department shall be borne in accordance with the Agreed Costs Proportions.

SECTION 25: DISPUTE RESOLUTION PROCEDURE

25.1 The Parties shall owe a duty of good faith to each other in relation the resolution of disputes. Disputes shall be addressed promptly by negotiation which will be dealt with in the following manner:

- The dispute shall in the first instance be referred to the Director.
- If the Director cannot resolve the dispute satisfactorily within 21 days after a dispute has been referred then either party may refer the dispute to the Joint ICT Programme Board for resolution.
- If a dispute cannot be resolved within 21 days after referral to the Joint ICT Programme Board then either Party may give to the other a notice in writing ("Dispute Notice") confirming that a Dispute has arisen.
- Within 14 days after service of the Dispute Notice, the Parties shall refer the matter to the Collaboration Group who will thereafter consider the matter as soon as practicable and if agreement can be reached, will send a written notice to that effect to the Parties.
- If the Collaboration Group cannot resolve the matter, then the Parties may elect to refer the dispute for mediation in accordance with the succeeding provision of this Clause.
- If within 28 days of the matter having been referred to the Collaboration Board no resolution has been reached, then the Parties may agree to refer the matter for mediation under the Model Mediation Procedure ("MMP") of the Centre of Dispute Resolution ("CDR") for the time being in force.

- No Party may issue proceedings or seek to refer the matter to arbitration until such time as mediation process referred to the proceeding paragraph has been exhausted.
- Upon referral to mediation, all Parties agree that they will cooperate fully and promptly and in good faith with the mediators and shall do all things that mediators might reasonably require in order to progress mediation and shall comply in particular with the MMP.
- In the event that mediation is unsuccessful in whole or in part and issues remain in dispute either Party within 28 days thereof apply to the President of the Chartered Institute of Arbitrators for the appointment of a single Arbitrator for final resolution. The arbitration should be governed by the Arbitration Act 1996 and the Controlled Costs Rules of the Chartered Institute of Arbitrators (2000 edition) which rules shall be incorporated by reference into this Clause.

25.2 Without prejudice to any rights to seek redress in a Court of competent jurisdiction, the Joint ICT Department shall continue to provide the ICT services and to perform its obligations under this Agreement notwithstanding the existence of a Dispute and the subsistence of the Resolution Procedures referred to in this Clause.

SECTION 26: EXCLUSIVITY

26.1 The Parties agree that from the Service Transfer Date, they will use the Joint ICT Department as their primary supplier of ICT requirements save and except where existing contractual obligations compel them to do otherwise. The Parties may outsource or sub contract elements of their ICT requirements but such sub contracting or out sourcing will nevertheless be managed by the Joint ICT Department.

SECTION 27: ASSIGNMENT AND NOVATION

- 27.1 No Party shall assign novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Parties.
- 27.2 A change in the legal status of any of the Parties shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Parties (subject to any statutory provision to the contrary).

SECTION 28: VARIATIONS

- 28.1 Such provisions of this Agreement as relates to governance or the financial arrangements between the Parties may not be varied except by agreement in writing expressed to vary this Agreement to be signed for and on behalf of the Parties but minor variations which the Parties consider to enhance the effectiveness and efficiency of the delivery of the ICT Service need not be the subject of specific written variation but should be reflected in due course in any subsequent revision of this document which is undertaken.

SECTION 29: WAIVER

- 29.1 The rights and remedies provided by this Agreement may only be waived in writing by the relevant Representative and the waiver of the specific right or remedy shall be without prejudice to the Party's other rights and remedies and any failure to exercise or delay and exercising or a right or remedy by either Party shall not constitute a waiver or that right or remedy.

SECTION 30: RELATIONSHIP WITH THE PARTIES

30.1 This Agreement is not intended to create a partnership or legal relationship of any kind which would impose liability on one Party for the act or failure to act or the other Party, or to authorise either Party to act as agents for the other Party. Neither Party shall make representations or act in the name of or on behalf of or otherwise bind the other Party.

SECTION 31: PUBLICITY

31.1 No Party shall make any Press announcements or publicise this Agreement or any part of it without the prior written consent of a representative of each Force which shall not be unreasonably withheld.

SECTION 32: SEVERANCE

32.1 If any provision of this Agreement is held invalid, or illegal or otherwise unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed from the Agreement without effect to the remainder of the provision. If the provision so severed is considered to be fundamental to the achievement of the purpose of this Agreement, then the Parties shall forthwith enter into good faith negotiations to remedy such invalidity.

SECTION 33: ENTIRE AGREEMENT

33.1 This Agreement, including its Appendices, sets out the entire Agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties.

SECTION 34: CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

SECTION 35: COUNTERPARTS

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

SECTION 36: NOTICES

36.1 Any Notice required to be given under or in connection with this Agreement should be writing, signed by or on behalf of the Party giving it and should be served by delivering it personally, by sending it by pre-paid First Class post, Recorded Delivery or Registered Post, or by fax, to the address or fax, to the address or fax number for the attention of the Representative or to such other address as the Party may have notified to the other Party in accordance with this Clause. Notices shall not be deemed to have been served if sent by email.

36.2 A Notice should be deemed to have been received:

- If delivered personally at the time of delivery.
- In the case of registered post, 3 Working Days from the date of posting and;
- In the case of fax, on the day of transmission if sent before 4pm on any working day and otherwise at 9am on the next Working Day provided that an error free transmission report has been received by the sender.

SECTION 37: GOVERNING LAW AND JURISDICTION

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

IN WITNESS whereof the Parties have signed below on the dates indicated

POLICE FORCE	CHIEF CONSTABLE	SIGNATURE	DATE
Humberside Police	<i>[Signature]</i>	<i>Yvonne L. [Signature]</i>	
South Yorkshire Police			

POLICE POLICING BODY	CHIEF EXECUTIVE	SIGNATURE	DATE
Humberside Police Authority			
South Yorkshire Police Authority			

SOUTH YORKSHIRE AND HUMBERSIDE COLLABORATION GROUP Terms of Reference

Purpose

To develop the vision and strategic direction for collaboration between South Yorkshire and Humberside Police and Police Policing Bodies in line with both the Force efficiency plans and the JPAC Regional Efficiency and Productivity Strategy; and to monitor implementation of business cases approved by the Policing Bodies/Forces.

Terms of Reference

1. To develop and continually review, in conjunction with the Chief Constables, the vision, strategic direction and formal agreements between the two Policing Bodies / Forces, highlighting recommendations for Police Policing Bodies / Command team where necessary.
2. To recommend for approval to the respective Command Teams / Police Policing Bodies business cases and formal agreements, which enhance future collaboration between the two Forces / Police Policing Bodies.
3. To monitor the performance and benefit realisation of agreed collaborative arrangements,
4. To consider and monitor any strategic risks and barriers, highlighting where appropriate exceptions for consideration by the respective Command Teams / Police Policing Bodies.
5. To inform the Joint Police Policing Bodies Committee of any developments, proposals, risks or barriers to collaboration.

Accountability

The Group will report to all partners and key stakeholders including Police Policing Bodies, Senior Command Teams and Regional Joint Police Policing Bodies Committee.

Frequency of Meetings

6 weekly.

A Timetable of dates and venues to be provided to all group members.

Usual Venue

The Venue – alternate between South Yorkshire and Humberside.

Membership

Humberside Police Policing Body:

Chair of the Policing Body - Ros Taylor MBE

Chair of Business Development Committee - Andy Smith

Chair of Resources Committee - Neil Gammon

South Yorkshire Police Policing Body

Chair of Policing Body – Charles Perryman

Jill Bartrop- Independent Member

Beryl Seaman – Independent member

Force Chief Officers

Nigel Hiller – ACPO Lead ICT South Yorkshire Police

Ian Watson – ACO HR South Yorkshire Police/Humberside Police

Phil Goatley –ACO Support Humberside Police

T/DCC Andy Holt- South Yorkshire Police

DCC David Griffin- Humberside Police

Stephen Hodgson – Regional Legal Advisor

Maureen Oades – Police Policing Body Legal Adviser

Kevin Sharp – Humberside Police Policing Body

Erika Redfearn – South Yorkshire Police Policing Body

Jacqueline Bland – Programme Manager - Collaboration

APPENDIX 2

SOUTH YORKSHIRE AND HUMBERSIDE ICT COLLABORATION PROGRAMME BOARD

Terms of Reference

Purpose

To develop the vision and strategic direction for ICT collaboration programme between South Yorkshire and Humberside Police.

Provide a link to the wider Joint Collaboration Group by providing updates on progress for the programme.

To monitor implementation of the programme and business case, which has been approved by both Policing Bodies/Forces.

Terms of Reference

Background

The primary objective of the Single ICT Service is:

- To provide a new structure and service that is both robust and resilient while providing improved capability to support ICT and the harmonisation of business processes across both Forces and help facilitate the savings required.
- Reduce the cost of ICT to both Forces without affecting the levels of service delivered. Both ICT departments are required to save 25% over the next 4 years and the merger of the ICT departments will help facilitate this.
- Enable/support business collaboration between the Forces through ICT (thereby reducing cost and/or improving front line service).
- Align the Forces with the national strategy for the convergence of ICT systems and services. The ISIS Implementation and development programme for 2009-10 states: "The ISIS programme aims to work with police forces (both individually and in regional and other groupings) to create a roadmap for the convergence of [ICT] systems and services."
- Provide a structure that is 'fit for purpose' and future proof.

Joint ICT Programme Board Aims and Objectives

- The aims of the board shall be to advise, direct and act as a decision making forum in support of the programme of change.

- The Board will facilitate the programme of the single ICT service to achieve its objectives by acting as the corporate body responsible for directing the programme of change performance and development.
- The Board will act as the main communication channel for the programme between the Forces', Joint Collaboration Group and Police Policing Bodies.
- Monitor and manage issues relating to the programme of change.
- It will form part of the process for the resolution of risks and issues identified from within the programme by escalation to the Joint Collaboration Group.

Prime Responsibilities

- To agree the scope of the programme of work and any subsequent changes to that scope;
- To provide and facilitate timely decision making to enable agreed key milestones to be achieved.
- Provide operational direction to the programme and ensure all decisions are as far as reasonably practical future proof;
- To actively manage senior level stakeholder expectations within each Force including members and staff associations and provide communications in line with progress and lobby support as necessary;
- To ensure the programme is fully supported in achieving its goals in terms of commitment, budget and resources;
- To ensure that the new service benefits are fully realised as outlined in the aims and objectives of the programme;
- The board to act as the communication channel for the programme of change;

Accountability

The Group will report to all partners and key stakeholders including internal Force groups, Senior Command Teams and Joint Collaboration Group.

Frequency of Meetings

To be agreed.

A Timetable of dates and venues to be provided to all group members.

Usual Venue

The Venue – alternate between South Yorkshire and Humberside.

Membership

Humberside Police :

Phil Goatley –ACO Support

Stuart Donald- ACC

Ian Furlong- Corporate Development

South Yorkshire Police :

Nigel Hiller – ACPO Lead ICT South Yorkshire Police

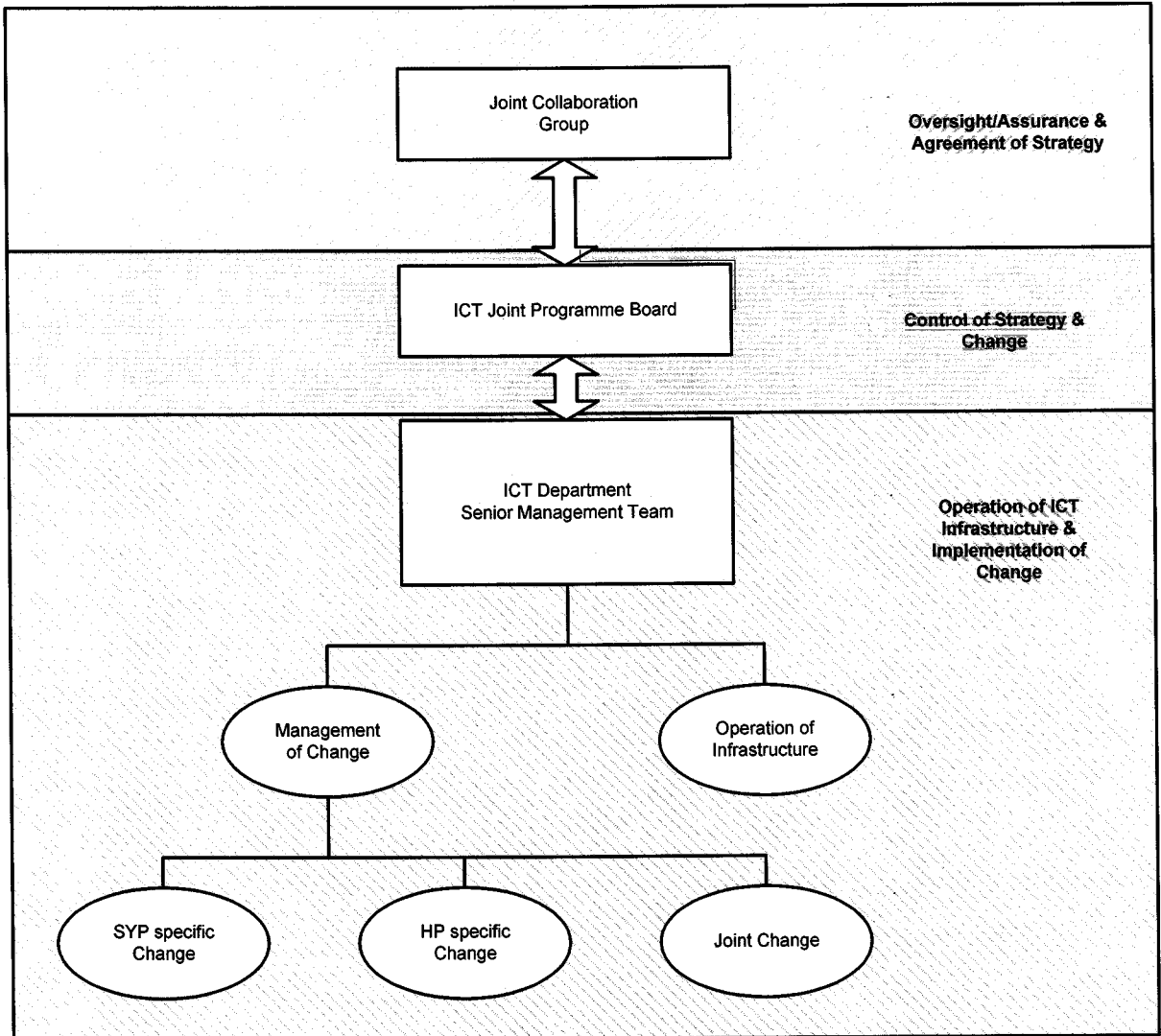
Bob Sanderson- T/ACC

Jason Harwin- Business Change

Jacqueline Bland – Programme Manager – Collaboration

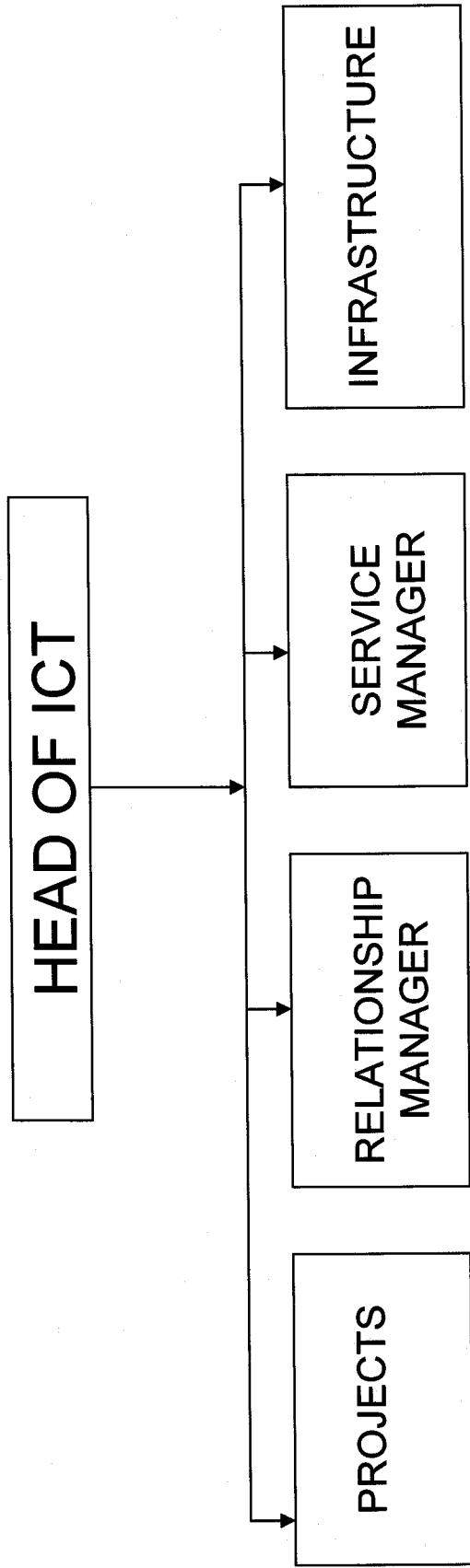
Paul Thrustle – Head of IS for SYP and HP

Governance Structure for wider collaboration



APPENDIX 3

HP/SYP ICT SERVICE
SENIOR MANAGEMENT TEAM



HEAD OF ICT – responsible for all technology management and deployment.

PROGRAMME AND PROJECTS MANAGER – responsible for all technology related programmes and projects, including ISIS and Regional programmes.

RELATIONSHIP MANAGER – responsible for understanding business priorities, strategies and change programmes and aligning ICT responses to business needs.

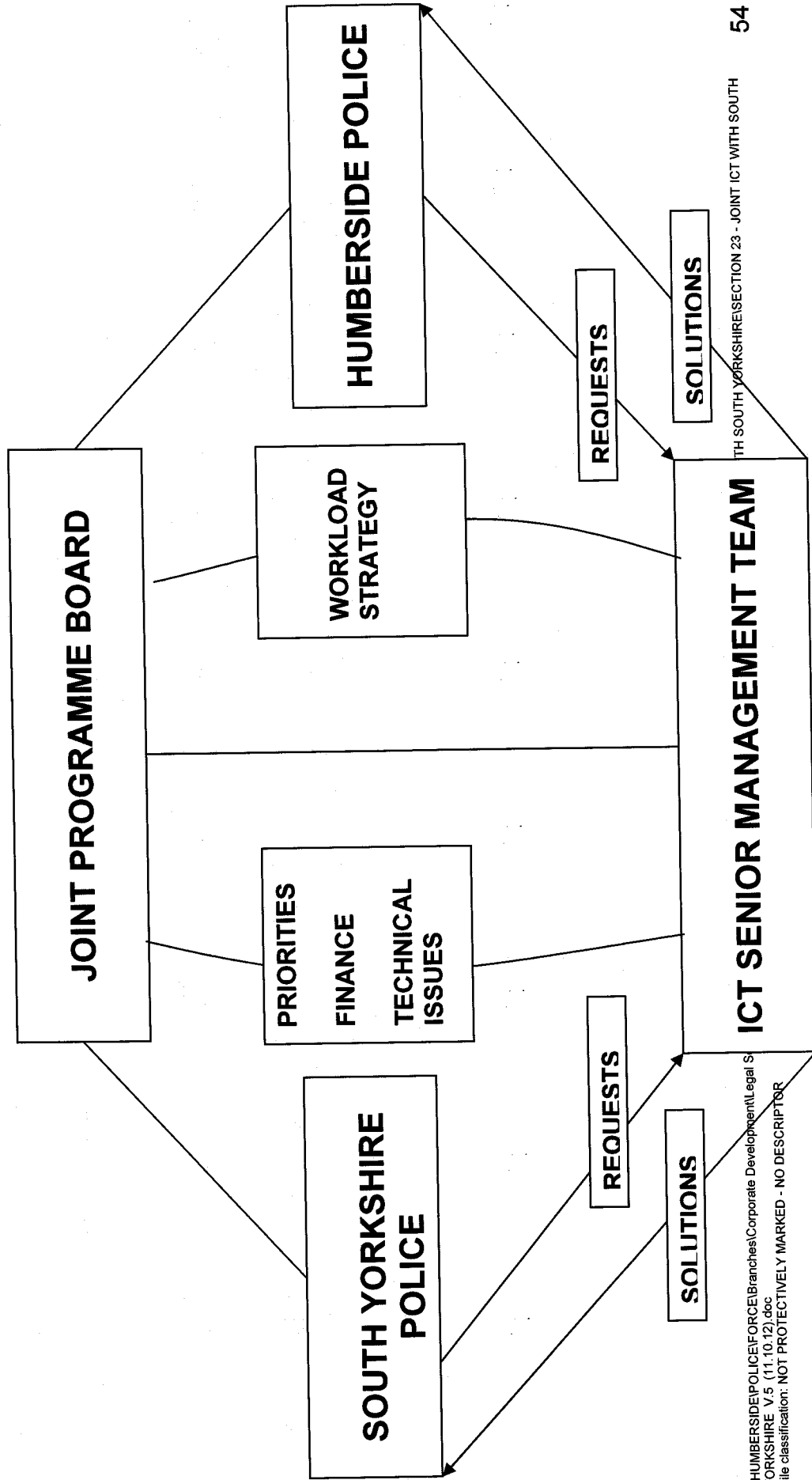
SERVICE DELIVERY MANAGER – responsible for all end user support, service desk, device management and incident response.

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APPENDIX 4

SECTION 23 - JOINT ICT WITH SOUTH YORKSHIRE V.2 (12.03.12).doc
INFRASTRUCTURE AND COMMUNICATIONS
MANAGER – responsible for all technology infrastructure development, deployment and maintenance, communications management and operation.

HY/SYP ICT



APPENDIX 5

1.1.1.1 Role Profile

Role Title:	Department/Team:
Head of Information Systems	Information Systems
Reports to (Manager's title):	Location:
Director of Finance	
Last update (Date):	Role Reference No.:
17 March 2011	
The purpose of the role is to:	
Plan, develop and control effective Information Systems (IS) services to support the Humberside and South Yorkshire and Police Forces within budgetary and policy frameworks.	
The role fits in the organisation here:	
<pre> graph TD DF[Director of Finance] --> HOS[Head of Information Systems] HOS --> TPM[Temporary Programme Manager] TPM --> RM[Relationship Manager] RM --> CM[Communications Manager] RM --> IM[IT Manager] RM --> SDM[Service Delivery Manager] RM --> BSM[Business Support Manager] </pre>	
Key facts and figures about the role:	
<ul style="list-style-type: none"> • Staff: 150. • Budget: Revenue - £14m per annum; Capital – circa £3m per annum (av.). • Support for two separate Forces operational ICT needs. 	

The role's key relationships:

- Department – managing the performance and development of staff throughout two Forces.
- Internally – all Heads of Department and senior management of both Forces.
- Nationally – peers in other Forces and representatives on regional / national forums – representing Force interests and securing mutually beneficial IS solutions. There are many committees, boards and meetings where the post holder represents Force interests.
- Externally - suppliers / contractors - negotiating contracts and developing long term constructive relationships.

The role is accountable for:

- Developing, gaining approval for and implementing the long term IS strategy to support the business' aims and objectives of both Forces.
- Developing, gaining agreement to and achieving annual plans and budgets for the department, which align with the Force's business plans and policies.
- Managing and controlling the department's operations to maintain the security, integrity and performance of ongoing computing, network and communications services to agreed SLAs and established KPIs.
- Advising the Chief Constables and senior management on the development and use of IS technology to enhance the effectiveness of the Forces.
- Leading the development of the department's policies and standards to ensure compliance with the Forces' guidelines, regional initiatives and regulatory frameworks and managing their implementation.
- Planning and controlling the identification, procurement bid case and commissioning of the resources necessary (including all hardware, software, and people) to meet the agreed IS strategy within the Forces' budgetary and policy framework.
- Leading the department's contribution to regional and national developments in IS to achieve the optimum solutions for policing and to protect the Forces' interests.
- Developing and maintaining constructive relationships with suppliers, contractors and IS management in the Police Service / Home office for the benefit of the Forces and to protect the Forces' interests.
- Providing leadership and motivation to the IS department staff so they contribute fully to the achievement of the department's objectives.
- Line managing the performance and development of direct reports and their staff to ensure all staff are operating effectively.

The role's performance will be assessed and measured by:

- Continuing performance and availability of all systems.
- Delivering SLAs within budget, in particular the objectives of new joint collaboration.
- Meeting established Key Performance Indicators (set nationally).
- User satisfaction.
- Delivery of new or changed products and services to agreed business requirements and budget.

What is needed to be successful in this role: (Person Specification)

- Good theoretical ICT understanding, typically from a University education, and a professional qualification in a relevant ICT discipline.
- Excellent business and commercial understanding and analysis of needs to be able to develop appropriate long term cost effective systems solutions in a rapidly changing business and technical environment.
- Ability to advise and secure the commitment of senior management users on the best IS approach for the overall benefit of the Forces.
- Political awareness and inter-personal skills to be able to develop relationships and influence a wide variety of stakeholders on behalf of the Force and the IS department.
- Good understanding of the Police Force's operational needs and how ICT services must respond and adapt to meet them.
- Prior experience of leading and managing professional staff over multi sites.
- Proven experience of designing, implementing and managing new structures, organisations, teams and roles.
- Proven experience of leading change programmes and ensuring efficiencies through new ways of working.
- First class leadership behavioural competencies.

Additional Information

The scope of the role covers all computer, network, radio and telephony systems for the two Forces both operational and support. It also influences other forces regionally and nationally through a wide variety of forums considering the future development of systems and in particular where SYP is the lead force for initiatives.

Initially the role will have a major responsibility to create the structures, plans and ways of working to achieve the goals of collaboration and integration. They will be significantly supported in this by Temporary Programme Manager.

Manager Sign Off:

Date: