

Dated

2019

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A Collaboration Agreement – National Counter Terrorism Police  
Services Version 2019 v.1

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under  
Section 22A of the Police Act 1996

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**THIS DEED OF AGREEMENT** is made on [ ] 2015

**BETWEEN THE FOLLOWING RESPONSIBLE CHIEF OFFICERS:**

- (1) The Chief Constable of Avon and Somerset Constabulary
- (2) The Chief Constable of Bedfordshire Police
- (3) The Chief Constable of Derbyshire Constabulary
- (4) The Chief Constable of Greater Manchester Police
- (5) The Chief Constable of Leicestershire Police
- (6) The Chief Constable of Lincolnshire Police
- (7) The Chief Constable of Northamptonshire Police
- (8) The Chief Constable of Nottinghamshire Police
- (9) The Chief Constable of South Wales Police
- (10) The Chief Constable of Thames Valley Police
- (11) The Chief Constable of West Midlands Police
- (12) The Chief Constable of West Yorkshire Police
- (13) The Commissioner of Police of the Metropolis

(together the "Responsible Chief Officers")

**RESPONSIBLE POLICING BODIES:**

- (14) The Police and Crime Commissioner for Avon and Somerset
- (15) The Police and Crime Commissioner for Bedfordshire
- (16) The Police and Crime Commissioner for Derbyshire
- (17) The Police and Crime Commissioner for Leicestershire
- (18) The Police and Crime Commissioner for Lincolnshire
- (19) The Police and Crime Commissioner for Northamptonshire
- (20) The Police and Crime Commissioner for Nottinghamshire
- (21) The Police and Crime Commissioner for Greater Manchester
- (22) The Police and Crime Commissioner for South Wales
- (23) The Police and Crime Commissioner for Thames Valley
- (24) The Police and Crime Commissioner for West Midlands
- (25) The Police and Crime Commissioner for West Yorkshire
- (26) The Mayor's Office for Policing and Crime

(together the "Responsible Policing Bodies")

## **THE FOLLOWING ADDITIONAL BODY:**

(27) The National Police Chiefs Council

(collectively the Responsible Chief Officers, Responsible Policing Bodies and Additional Body will hereinafter be referred to as "the Parties")

## **BACKGROUND**

(A) The Parties to this Agreement recognise that the response to Terrorism by the Police Forces in England and Wales requires:

- a consistent approach across the UK;
- effective engagement with the Security Service, which has the national lead for counter terrorism;
- agreement on what the national police response should be in line with the current threat and risk;
- Police Forces to take account of the legislative framework and broader policing landscape;
- agreement on how much funding is required from the Government to deliver an effective national response and how funding is allocated;
- effective command and control of Counter Terrorism and Allied Matters;
- effective and efficient management of Counter Terrorism Assets and Resources in all Police Force areas;
- common standards and processes and equipment that are fit for purpose and interoperable across the UK;
- a single voice when dealing with key stakeholders; and
- that a significant proportion (but not the entirety) of the national effort is delivered by the Police Forces who are party to this Agreement.

(B) Subject to clause C below, for the purposes of this Agreement the "Responsible Policing Body (Responsible PCC)" means the Police and Crime Commissioners who are a party to this Agreement and who are currently charged with discharging responsibilities for Counter Terrorism Policing and Allied Matters. The terms "Local Police Forces" and "Local Policing Body (PCC)" mean the remainder of Police Forces and Police & Crime Commissioners in England, Wales, Scotland and Northern Ireland who are not signatories. This Agreement does not change the responsibility of individual Police Forces or Police & Crime Commissioners for the discharge of Counter Terrorism responsibilities and Allied Matters.

(C) The Parties agree that in relation to those Responsible Policing Bodies and Responsible Chief Officers who are together party to a Local Collaboration Arrangement relating to the collaborative discharge of responsibilities for Counter Terrorism Policing and Allied Matters within their local region, no individual Responsible Policing Body or Responsible Chief Officer has the legal authority under the terms of that Local Collaboration Arrangement to enter into this Agreement on behalf of that local region and as such all of those Responsible Policing Bodies and Responsible Chief Officers are individually entering into this Agreement. The parties to any Local Collaboration Arrangement hereby agree to appoint a Nominated Chief Officer and Nominated Policing Body who shall be responsible for acting on behalf of those other collaborating parties on certain matters which are identified under the terms of this Agreement.

- (D) Should the authority under which a Party has entered into this Agreement alter or cease, the relevant Responsible Chief Officer and Responsible Policing Body shall notify the Strategic Board and, where necessary, any additional chief officers or police and crime commissioners shall be invited to enter into this Agreement directly.
- (E) This Agreement is intended to describe national collaboration arrangements between the Responsible Policing Bodies and Responsible Chief Officers to respond to the serious and enduring threat of all forms of Terrorism and Allied Matters which exists in the United Kingdom. It is also intended to describe the activity conducted outside the United Kingdom by the Responsible Policing Bodies and Responsible Chief Officers to protect UK interests overseas and from threats to the UK emanating from outside the UK. This Agreement builds on the existing arrangements for national Counter Terrorism Policing and Allied Matters which is a key part of management of threat and risk from Terrorism and Allied Matters.
- (F) The Parties to this Agreement recognise that they collaborate together not just for the benefit of themselves, but also for the benefit of other chief officers and police and crime commissioners not party to this Agreement including in Scotland and in Northern Ireland. It is also recognised that there are 9 regional areas within England and Wales which coordinate responses to Counter Terrorism and Allied Matters.
- (G) The Parties to this Agreement recognise that Counter Terrorism Policing is delivered within a policing context that divides the UK into individual police force areas, each with their own Policing Body with responsibilities in respect of the chief officer and police force for that specific area as set out in the Police Act 1996 and the Police Reform and Social Responsibility Act 2011.
- (H) The Parties to this Agreement recognise that funding for Counter Terrorism and Allied Matters is primarily provided through Counter Terrorism Policing Grant. The grant has specific terms and conditions which include a list of Grant Deliverables. It is not intended that the obligations contained herein take precedence over any terms and conditions contained within any agreement for a Counter Terrorism Policing Grant. The Counter Terrorism Policing Grant covers Allied Matters such as investigations relating to War Crimes and Counter Espionage. A separate grant called the "Protective Security Grant" covers funding for protection for members of the Royal Family and their residences; and those holding certain Ministerial posts and other public figures and their residences. This Agreement does not cover the use by the Responsible Chief Officers and Responsible Policing Bodies of the Protective Security Grant.
- (I) The Parties to this Agreement recognise that the police response to the threat of Terrorism is, in part, as a contribution to the government's Counter Terrorism Strategy, known as CONTEST. The strategy is based on four key objectives:
  - Pursue – we will stop terrorists attacks;
  - Prevent – we will safeguard those vulnerable to radicalisation;
  - Protect – we will strengthen our protection of the public;
  - Prepare – we will mitigate the impact of a terrorist attack.

CONTEST deals with all forms of terrorism, except domestic terrorism in Northern Ireland, responsibility for which lies with the Secretary of State for Northern Ireland. The police response needs to address Terrorism and Allied Matters in all its forms, including but not limited to Northern-Ireland-related Terrorism.
- (J) The purpose of this Agreement is to make provision for and ensure effective collaboration between the Parties to this Agreement in respect of responses to Terrorism and Allied Matters taking account of the Strategic Policing Requirement and the Policing Protocol Order 2011. This Agreement is not intended to hinder collaboration with the National Crime Agency and with Regional Organised Crime Units (ROCUs).

- (K) This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables the chief officers of police, policing bodies and other parties 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. In 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 of the Police Act 1996 to provide guidance about collaboration agreements and related matters.
- (L) The purpose of this Agreement is to describe the roles of the Parties to this Agreement in responding to threats of Terrorism. Without prejudice to the generality, it outlines the roles of the Senior National Coordinator Pursue & Prevent, the Senior National Coordinator Protect & Prepare, and the National Counter Terrorism Policing Headquarters. This Agreement sets out the relationship between those bodies and their commitment to each other in delivering the objectives of this Agreement as well as responding to the relevant elements of the Strategic Policing Requirement and the National Policing Requirement.

## 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:

<b>"Allied Matters"</b>	such other matters (beyond "Terrorism") which are commissioned to the Counter Terrorism Coordination Committee to coordinate the police response and which includes counter espionage, counter proliferation, counter insurgency, Official Secrets Acts, and war crimes. For the purposes of this agreement, "Allied Matters" shall EXCLUDE protection unless explicitly included
<b>"Appointed Member"</b>	a member of the Strategic Board appointed pursuant to <b>paragraph 8.2 of Schedule 4</b> (Accountability and Governance)
<b>"Assets"</b>	assets which are available for the purposes of responding to threats of Terrorism and Allied Matters.
<b>"Assistant Commissioner, Specialist Operations"</b>	the Assistant Commissioner Specialist Operations of the Metropolitan Police Service who as at the date of this Agreement and customarily chairs the Counter Terrorism Coordination Committee
<b>"Authorised Professional Practice (APP)"</b>	the body of consolidated guidance for policing which is developed and owned by the College of Policing and can be accessed online at <a href="http://www.app.college.police.uk/">http://www.app.college.police.uk/</a> . It is the official and most up-to-date source of policing practice. APP covers a range of policing activities such as: police use of firearms, treatment of people in custody, investigation of child abuse and management of intelligence
<b>"Business Days"</b>	any day other than a Saturday or Sunday or public or bank holiday in England and Wales
<b>"Chair of the Counter Terrorism Coordination Committee"</b>	the person appointed or elected to Chair the Counter Terrorism Coordination Committee in accordance the arrangements under the NPCC. This is currently and customarily the Assistant Commissioner for the Metropolitan Police with responsibility for Specialist Operations
<b>"Chair of the Strategic Board"</b>	the person elected to the role of the chair of the Strategic Board pursuant to paragraph 8.4 of Schedule 4
<b>"Chief Constables' Council" ("CCC")</b>	the senior operational decision-making body for the NPCC 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. This body has commissioned the coordination of the police response to Counter Terrorism and Allied Matters to the Counter Terrorism Coordination Committee
<b>"Chief Officer"</b>	a chief officer of police as defined under section 101 Police Act 1996 (as amended)
<b>"College of Policing"</b>	the professional body for policing that supports the training and development of police officers and police staff



<b>"Counter Terrorism"</b>	the matters commissioned by CCC from the Counter Terrorism Coordination Committee which includes activities to respond to and prevent threats from Terrorism and Allied Matters and extremist behaviour which threatens national security
<b>"Counter Terrorism Activities"</b>	the activities carried out or provided by a Police and Crime Commissioner or a Police Force to support Counter Terrorism and Allied Matters
<b>"Counter Terrorism Assets"</b>	the equipment, premises, personal assets and vehicles funded by the Counter Terrorism Policing Grant and used by the Parties
<b>"Counter Terrorism Coordination Committee" (CTCC)</b>	the committee or board established by the NPCC to take decisions relating to the business area of Counter Terrorism and Allied Matters
<b>"Counter Terrorism Policing"</b>	the policing response across the UK to threats of Terrorism and Allied Matters
<b>"Counter Terrorism Policing Grant"</b>	the grant provided by the Home Office to a Policing Body to fund Assets and Resources used for Counter Terrorism and Allied Matters
<b>"Data Controller"</b>	shall have the same meaning as set out in the DPA
<b>"Data Processor"</b>	shall have the same meaning as set out in the DPA
<b>"Data Protection Legislation (DPA)"</b>	means the Data Protection Act 1998 and any subordinate Legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Legislation, which includes the Management of Police Information (MoPI), as updated, amended or superseded from time to time
<b>"Data Sharing Agreement"</b>	means an agreement which sets out a common set of rules which have been adopted for the disclosure of personal data between one or more organisations
<b>"Direction and Control"</b>	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 ss 9A & 10 Police Act 1996 (as amended))
<b>"DPA"</b>	the Data Protection Act 1998, as updated, amended and superseded from time to time
<b>"Effective Date"</b>	the date of this Agreement – being one week after the last Party has signed this Agreement
<b>"Fair and Reasonable Proportion"</b>	has the meaning given to it in <b>clause 23.4.5</b>
<b>"Financial Year"</b>	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 Effective Date 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 of the date that this Agreement terminates or expires

<b>"Freedom of Information"</b>	the requirements for freedom of information as set out in the Freedom of Information Act 2000 and any subordinate Legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act, including the Management of Police Information (MoPI)
<b>"Good Practice"</b>	that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced Police Force and/or Police Body (as applicable)
<b>"Grant Terms &amp; Conditions"</b>	the terms and conditions which are attached to the Counter Terrorism Policing Grant
<b>"Grant Deliverables"</b>	specific Counter Terrorism Policing activities intended to prevent or stop Terrorism or mitigate the effects of Terrorism or Allied Matters that are expected to be delivered by a Policing Body in accordance with the terms of the Counter Terrorism Policing Grant and as described in Schedule 1 and delivered in whole or partly by the Parties to this Agreement taking account of the Counter Terrorism Policing Grant allocated to each party
<b>"Grant Letter"</b>	the letter which confirms the terms and/or conditions of the Counter Terrorism Policing Grant and sets out the activities which the Parties to this agreement must participate in
<b>"Health and Safety"</b>	requirements of the Health and Safety at Work etc. Act 1974; the Police (Health and Safety) Act 1997 and all other relevant statutory/ approved provisions including codes of practice and relevant guidance documents
<b>"Hosted Services"</b>	the services to be provided by a Host Force as further described in clause 12, Schedule 7 and the Service Level Agreement
<b>"Host Force"</b>	Any force who by agreement hosts services on behalf of, and/or for the benefit of, Counter Terrorism policing generally. At the time this Agreement comes into effect the Metropolitan Police Service is the host force for the National Counter Terrorism Policing Headquarters, and for national coordination functions. West Midlands Police are the host force for organisational development for Counter Terrorism policing
<b>"Hosting Assets"</b>	All of those tangible and non tangible assets (including property but excluding any contracts that are dealt with pursuant to paragraph 4 of Schedule 7 of this Agreement) which are required for the purposes of hosting specific functions as further described in paragraph 1 of Schedule 7
<b>"Initial Review"</b>	shall have the meaning given to it in <b>clause 16.1</b> (Review of the Agreement)

**“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

**“Interested Party”**

Any other body who has a bona fide interest in the delivery of the objectives of this Agreement. This includes, but is not limited to, Police Service of Scotland, Police Service of Northern Ireland, the National Crime Agency, Security Service, intelligence agencies, Armed Forces, other police forces (including the Civil Nuclear Constabulary, British Transport Police, Ministry of Defence Police, etc).

**“Key Partners”**

this will include the Home Office, the Security Service and Intelligence Agencies, the Armed Services, and the National Crime Agency

**“Liability”**

all damages, costs, 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)

**“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 and “Laws” shall have the same meaning

**“Local Collaboration Arrangement”**

A local collaboration agreement entered into by Chief Officers and Police and Crime Commissioners under s.22A of the Police Act 1996 (as amended) under the terms of which it is not possible for any one Chief Officer and/or Police and Crime Commissioner to enter into this Agreement in respect of the region covered by that local collaboration agreement which shall include:

- (a) the collaboration agreement entered into between the following Responsible Chief Officers and Responsible Policing Bodies: Derbyshire; Leicestershire; Lincolnshire; Northamptonshire; and Nottinghamshire; and
- (b) other regional collaboration agreements as applicable

<b>“Local Police Forces”</b>	all of the Local Policing Bodies and their respective Chief Officers of Police in England, Wales and Northern Ireland who are not a Responsible Policing Body (Responsible PCC) or Responsible Chief Officers
<b>“Local Policing Body”</b>	has the meaning given to it in paragraph (B) of the background to this Agreement
<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied for or referable to the delivery of Counter Terrorism Policing or Allied Matters and/or generated in the course of delivering the Counter Terrorism Activities by or for any of the Police Bodies in connection with this Agreement unless before the first use or supply, the relevant Local Policing Body (PCC) notifies the others that the data, text supplied is not to be covered by this definition
<b>“MOPAC”</b>	the Mayor’s Office for Policing and Crime as created by section 3 Police Reform and Social Responsibility Act 2011.
<b>“National Counter Terrorism Policing Headquarters” (“NCTPHQ”)</b>	the headquarters services provided to the Counter Terrorism Coordination Committee as set out in Schedule 2.
<b>“National Counter Terrorism Policing Senior Leadership”</b>	the Chair, Vice-Chairs, and other members of The Counter Terrorism Coordination Committee, including the Senior National Coordinator Pursue & Prevent, the Senior National Coordinator Protect & Prepare, the Director General of NCTPHQ, and the Director of CT Resources. This also includes the National Coordinator Protect & Prepare, the National Coordinator Prevent, and the Deputy Senior National Coordinator Pursue & Prevent.
<b>“National Crime Agency (NCA)”</b>	as defined by the Crime and Courts Act 2013
<b>“NPCC”</b>	the National Police Chiefs’ Council
<b>“NPCC Collaboration Agreement”</b>	the collaboration agreement entered into in 2015 in relation to the running of the NPCC or its successor agreements
<b>“NPoCC”</b>	the <u>National Police Coordination Centre</u>
<b>“Nominated Chief Officer”</b>	the Responsible Chief Officer to a Local Collaboration Arrangement who is appointed by the parties to that Local Collaboration Arrangement in accordance with background clause (C) above to represent those parties where indicated
<b>“Nominated Policing Body”</b>	the Responsible Policing Body to a Local Collaboration Arrangement who is appointed by the other parties to that Local Collaboration Arrangement in accordance with background clause (C) above to represent the other relevant Responsible Policing Bodies
<b>“Objectives”</b>	the objectives set out in <b>clause 3</b> (Objectives of this Agreement) of this Agreement
<b>“Personal Data”</b>	as defined in the Data Protection Act 1998
<b>“Police Body or Bodies”</b>	a Police & Crime Commissioner or the Mayor’s Office for Policing and Crime or the Common Council of the City of London in England, Wales and Northern Ireland

<b>"Police &amp; Crime Commissioner"</b>	a Police & Crime Commissioner as defined by the Police Reform and Social Responsibility Act 2011
<b>"Police Force"</b>	all of the police forces (as defined by the Police Act 1996 (as amended)) in England and Wales and also including the Police Service of Northern Ireland and Police Service of Scotland
<b>"Police Officer"</b>	a police officer of a police force who are under the Direction and Control of their applicable Chief Officer
<b>"Police Staff"</b>	an individual who works for a Police Force but is not a Police Officer and who satisfies the requirements for a 'worker' under Section 230 (3) Employment Rights Act 1996
<b>"Protocols"</b>	documents which describe a preferred way of working of suggested best practice and issued by the Counter Terrorism Coordination Committee from time to time
<b>"Public Sector Equality Duty"</b>	the duty imposed by section 149 of the Equality Act 2010 on a public authority to have due regard to the need to eliminate discrimination harassment victimisation and any other conduct prohibited by the Equality Act 2010, to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it, and foster good relations between persons who share a relevant protected characteristic and persons who do not share it
<b>"Region"</b>	a group of force areas as set out in <b>Schedule 6</b> (Regional Forces)
<b>"Responsible Chief Officers"</b>	has the meaning given to it in the recitals to this Agreement and, where expressly referred to in the Agreement, shall mean only the Nominated Chief Officer in relation to those Responsible Chief Officers who are a party to a Local Collaboration Arrangement
<b>"Resources"</b>	resources and personnel which are made available for the purposes of responding to threats of Terrorism.
<b>"Responsible Policing Body"</b>	the Police & Crime Commissioners and the Mayor's Office for Policing & Crime who are a party to this Agreement and, where expressly referred to in this Agreement, shall mean only the Nominated Policing Body in relation to those Responsible Policing Bodies who are a party to a Local Collaboration Arrangement
<b>"Secondment Agreement"</b>	an agreement setting out the terms and conditions and arrangement details in relation to the secondment of staff or Police Officers to another Police Force
<b>"Secretary of State"</b>	the person or persons appointed as the Secretary of State by the Government with responsibility for policing and related matters
<b>"Security Service"</b>	the Security Service (MI5) created by the Security Service Act 1989
<b>"Senior National Co-ordinator"</b>	a Deputy Assistant Commissioner in the Metropolitan Police Service appointed by the Commissioner of the Metropolitan Police Service for that purpose (Pursue & Prevent, or Protect & Prepare) in consultation with the Counter Terrorism Coordination Committee

<b>"Service Level Agreement"</b>	an agreement between a Host Force and the Chair of the Counter Terrorism Coordination Committee describing (a) the services to be provided by the Host Force to the Chair of the Counter Terrorism Coordination Committee in support of Counter Terrorism Activities, (b) funding arrangements, (c) how liabilities will be managed, and (d) the application (or not) of force policies to police officers and staff delivering hosted functions or relevant Counter Terrorism Activities
<b>"Strategic Board"</b>	the board which is established by the Chair of the Counter Terrorism Coordination Committee which has responsibility for the oversight of this Agreement and of which the Parties to this Agreement are members
<b>"Strategic Policing Requirement"</b>	the strategic policing requirement issued by the Home Secretary under section 37A of the Police Act 1996, setting out the Home Secretary's views on national threats and appropriate national policing capabilities to counter those threats
<b>"Suitable Representative"</b>	has the meaning given to it in <b>paragraph 8.3 of Schedule 4</b>
<b>"Support Services"</b>	the support services required for the running of hosted functions which shall include support in relation to human resources, finance, legal and IT as further set out in a Service Level Agreement
<b>"Template Exit Strategy"</b>	an outline exit strategy that sets out the issues that need to be considered when a Responsible Policing Body and Responsible Chief Officer leave this Agreement
<b>"Term"</b>	the term of this Agreement as determined in accordance with <b>clause 2.1</b>
<b>"Termination Date"</b>	the date on which this Agreement is terminated pursuant to <b>clause 20.1</b> (Termination of the Agreement)
<b>"Terrorism"</b>	as defined in Section 1 of the Terrorism Act 2000 (as amended)
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.
2. **COMMENCEMENT AND DURATION**
- 2.1 This Agreement shall take effect on the Effective Date and shall continue in force unless otherwise terminated in accordance with the terms of this Agreement.
3. **OBJECTIVES OF THIS AGREEMENT**
- 3.1 The objectives of this Agreement are:
- 3.1.1 to reduce the risk to the UK and its interests overseas from Terrorism, so that people can go about their lives freely and with confidence;
  - 3.1.2 for the Parties to collaborate with each other in responding to threats of any form of Terrorism and to tackling Allied Matters through national tasking and coordination of a response in accordance with arrangements approved by the Counter Terrorism Coordination Committee and Chief Constables' Council.
  - 3.1.3 to ensure effective collaboration with all Police Forces, operational partners (including the Security Service, Armed Forces, National Crime Agency, other intelligence agencies) and international partners;
  - 3.1.4 to ensure efficient and effective delivery of all the Grant Deliverables that apply to the Responsible Chief Officers and Responsible Policing Bodies;
  - 3.1.5 to ensure, as far as possible, there are sufficient Assets and Resources available to respond in an effective and timely way in response to a terrorist threat and ensure preventative work;
  - 3.1.6 to form an integrated part and support the objectives of the wider Strategic Policing Requirement; and
  - 3.1.7 to harness innovation for the benefits of Counter Terrorism Policing.
- 3.2 The Parties acknowledge that a number of other collaboration agreements (including in relation to the NPCC and NPoCC) have been entered into by the Parties to this Agreement and other Chief Officer's and Policing Bodies which are connected with the functions of this Agreement and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.
4. **GOVERNING PRINCIPLES AND GOVERNANCE ARRANGEMENTS**
- 4.1 The Parties shall ensure that the Chair of The Counter Terrorism Coordination Committee establishes a Strategic Board in accordance with **Schedule 4** (Accountability and Governance) to be responsible for the oversight of this Agreement.
- 4.2 The Parties shall ensure that the Strategic Board is constituted and operates and conducts its business in accordance with the terms of this Agreement, any relevant Legislation and the governance arrangements set out at **Schedule 4** (Accountability and Governance).
- 4.3 Nothing in this Agreement changes:
- 4.3.1 the role of Chief Constables' Council or the Counter Terrorism Coordination Committee other than streamlining and improving governance and decision

- making where Police Forces meet together at the Counter Terrorism Coordination Committee;
- 4.3.2 the role of any Government oversight arrangements in respect of Counter Terrorism, including CONTEST Board (or its sub-boards) or Police Counter Terrorism Board (or its sub-boards);
- 4.3.3 the existing relationship with the Security Service; or
- 4.3.4 any arrangements put in place for collaboration with the National Crime Agency and with Regional Organised Crime Units (ROCs).
- 4.4 The Parties agree that the Strategic Board will act in such a way that promotes the delivery of national Counter Terrorism Policing throughout England and Wales (and not just within the force areas covered by the Responsible Policing Bodies).
- 4.5 The Responsible Police Bodies and Responsible Chief Officers which are together party to a Local Collaboration Arrangement will, as at the date of this Agreement, appoint a Nominated Policing Body and Nominated Chief Officer (who shall be from the same police force) the identity of whom will be notified in writing by the relevant Responsible Chief Officer or Responsible Policing Body to the Chair of the Counter Terrorism Coordination Committee immediately following the appointment.
- 4.6 The parties to that Local Collaboration Arrangement shall be entitled to appoint a different police force to undertake the role of the Nominated Police Body and Nominated Chief Officer from time to time by giving written notice to the Chair of the Counter Terrorism Coordination Committee and Chair of the Strategic Board.
- 4.7 This Agreement does not change or affect the statutory powers of the Secretary of State in relation to collaboration agreements generally, nor under the terms and conditions of the Counter Terrorism Policing Grant; specifically the secretary of State retains a statutory power to direct the termination or variation of the Agreement under s23H and s23G of the Police Act 1996 (as amended).

## **PART B: MAIN EXPECTATIONS**

### **5. EXPECTATIONS OF ALL PARTIES TO THIS AGREEMENT**

- 5.1 The Parties to this Agreement shall act in such a way that promotes the achievement of the Objectives of this Agreement set out above.
- 5.2 All Parties to this Agreement shall comply with and disseminate good practice in respect of Counter Terrorism statutory guidance issued by the Home Office, the College of Policing and any Authorised Professional Practice notes or guidance.
- 5.3 All Parties to this Agreement shall establish Good Practice in relation to undertaking Counter Terrorism Activities which shall include using reasonable endeavours to ensure Police Officers and/or members of Police Staff in their Region are made aware of and observe statutory and non-statutory guidance, which shall include statutory and non-statutory guidance issued by the Home Office, the College of Policing Authorised Professional Practice notes and/or guidance, and Protocols issued by the Counter Terrorism Coordination Committee, relating to Counter Terrorism Activities.
- 5.4 All Parties shall use best endeavours to comply with and disseminate Good Practice in relation to non statutory guidance issued and endorsed by the Counter Terrorism Coordination Committee.
- 5.5 All Parties to this Agreement shall comply with and disseminate any Protocols which are issued from time to time by the Counter Terrorism Coordination Committee.
- 5.6 In the event that a Responsible Policing Body or Responsible Chief Officer fails to discharge the responsibilities set out in this Agreement, any other Party to this Agreement shall be entitled to refer their concerns to the Strategic Board to determine the appropriate steps which should be taken or a Policing Body or Chief Officer who is not a party to this



Agreement but is within the same Region as the Responsible Policing Body or Responsible Chief Officer who has failed to discharge its responsibilities.

- 5.7 The Parties to this Agreement may, by agreement in writing, vary this Agreement to include as a party any legal entity that has the power to enter into a collaboration agreement under the provisions of section 22A of the Police Act 1996.
- 5.8 The Responsible Policing Bodies and the Responsible Chief Officers including the Nominated Policing Bodies and Nominated Chief Officers shall ensure that robust structures are in place in their Region to facilitate and accept the following responsibilities in respect of the other Policing Bodies or Chief Officers (as applicable) in their Region:
- 5.8.1 to keep them informed of strategic issues as identified by the Strategic Board (including issues that may be of concern to communities or other stakeholders and/or issues which affect their area) and consult with them; and
- 5.8.2 to ensure that any views or concerns expressed by them are reported to the Strategic Board in accordance with this Agreement including any views or concerns in relation to the delivery of activities or responsibilities in respect of national Counter Terrorism Activities and Allied Matters or in relation to this Agreement or in relation to the consultation pursuant to **clause 5.8.1**.
- 5.9 Where a Responsible Policing Body or Responsible Chief Officer has appointed a "Substitute Representative" pursuant to Paragraph 8.3 of Schedule 4 (Accountability & Governance), it is the responsibility of that Responsible Policing Body or Responsible Chief Officer to ensure that the duty set out in **Clause 5.8** is discharged.
- 5.10 The Responsible Policing Bodies and Responsible Chief Officers may undertake a lead role for representing issues connected to the delivery of Counter Terrorism Activities and Allied Matters on behalf of any Local Policing Body or other Chief Officers or other Interested Party and in such circumstances that Responsible Policing Body and Responsible Chief Officers shall:
- 5.10.1 keep the relevant Local Policing Body or Interested Party and relevant Chief Officer or Police Officers informed of issues which affect their area (including issues that may be of concern to communities or other stakeholders) and consult with them; and
- 5.10.2 ensure that any views or concerns expressed by them in respect of specified thematic issues are reported to the Strategic Board.
- 5.11 The Responsible Chief Officers and Responsible Policing Bodies may delegate the delivery of the responsibilities listed above in accordance with usual practices.
- 5.12 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.

6. **PARTICULAR EXPECTATIONS AND REQUIREMENTS OF RESPONSIBLE POLICING BODIES**

- 6.1 The Responsible Policing Bodies will continue to use and be subject to their local accountability arrangements in respect of their corresponding Responsible Chief Officer in accordance with the Police Reform & Social Responsibility Act 2011 and will use them in a way that supports this Agreement.
- 6.2 The Responsible Policing Bodies (Responsible PCCs) accept the other responsibilities in this Agreement that are set out explicitly or implicitly below.
- 6.3 In undertaking Counter Terrorism Activities and Allied Matters, the Responsible Policing Bodies shall comply with any Protocols issued from time to time by the Counter Terrorism Coordination Committee in respect of Counter Terrorism and Allied Matters including Protocols in respect of Data Protection Legislation and Freedom of Information, Assets, IT policies, communication policies and protocols, funding protocols and audit arrangements, guidance in respect of risk management provided they are consistent with Legislation.

- 6.4 The Responsible Policing Bodies accept that should a contractor need to be appointed to provide goods or services for the discharge of Counter Terrorism Activities or Allied Matters or should any other contract need to be entered into, each Responsible Policing Body (Responsible PCC) (or in the case of a Responsible Policing Body who has entered into a Local Collaboration Arrangement, the Nominated Policing Body (if applicable in the circumstances)) shall act as the contracting party in relation to the procurement of such contract under which the Local Police Bodies (PCCs) (or the remaining Parties to a Local Collaboration Arrangement (if applicable)) shall be entitled to order goods or services or receive the benefit of that contract for the discharge of Counter Terrorism Activities or Allied Matters.
- 6.5 Any Responsible Policing Body wishing to withdraw from this Agreement at any time shall follow the procedure described in **clause 19** below.
7. **PARTICULAR EXPECTATIONS AND REQUIREMENTS OF RESPONSIBLE CHIEF OFFICERS**
- 7.1 The Responsible Chief Officers shall have responsibility for:
- 7.1.1 tackling immediate and long term threats of Terrorism and Allied Matters; and
  - 7.1.2 ensuring that the Grant Deliverables for which their Police Force receives a Counter Terrorism Policing Grant (and described in the attachment to the Grant letter) are delivered.
- 7.2 The Responsible Chief Officers shall work together collaboratively with each other, with the Senior National Coordinator Pursue & Prevent, with the Senior National Coordinator Protect & Prepare, with local and national units and partner agencies to coordinate Resources to support the arrangements for national Counter Terrorism Policing using reasonable endeavours to make best use of Assets and Resources and their deployment in responding to terrorist activity.
- 7.3 The Responsible Chief Officers shall use the funding provided through the Counter Terrorism Policing Grants in accordance with Grant Terms and Conditions.
- 7.4 The Responsible Chief Officers shall provide such information (including intelligence) as is required for the achieving the Objectives of this Agreement including for the purposes of tasking and coordination, budget setting, performance reporting, annual reports, strategy and policy setting, and compliance monitoring and transmit it in a format and in accordance with processes, systems and arrangements required by the Counter Terrorism Coordination Committee.
- 7.5 The Responsible Chief Officers shall in particular ensure that they:
- 7.5.1 operate within the agreed provision of the Counter Terrorism Policing Grant;
  - 7.5.2 participate in liaison meetings and discussions between the Responsible Chief Officers monthly, or more frequently as required, over the delivery of Counter Terrorism Activities and Allied Matters and the deployment of Assets and Resources for the purpose of Counter Terrorism and Allied Matters;
  - 7.5.3 Consult with the Counter Terrorism Coordinating Committee, with the Senior National Coordinator Pursue & Prevent, and with the Senior National Coordinator Protect & Prepare when considering reconfiguring either capacity and/or capability in support of Counter Terrorism Activities and Allied Matters and the Grant Deliverables within their Police Force;
  - 7.5.4 ensure that where police officers or staff are seconded to another Chief Officer or Police Force (the receiving body), the secondment arrangements are recorded in a Secondment Agreement;
  - 7.5.5 subject to **clause 11.3** where police officers or staff are seconded to another Chief Officer or Police Force (the receiving body), the Secondment Agreement shall provide that the applicable Human Resource policies of the receiving body will apply to those police officers or staff who have been seconded. The Responsible Chief Officer of the receiving body shall ensure that the seconding

Responsible Chief Officer has access to and is provided with copies of the applicable Human Resource policies. In the event that there is any inconsistency between the policies of the seconding Police Force and the policies of the receiving body, the seconding Police Force shall determine which policy shall apply; and

- 7.6 The Responsible Chief Officers shall respond in a timely and appropriate way and in accordance with the principles set out in **Schedule 3** in respect of assisting with arrangements for Counter-Terrorism Policing and undertaking national tasks or exercises to ensure the deployment of regional support and the provision of intelligence to respond to operational demand and priorities at a regional and a national level.
- 7.7 The Responsible Chief Officers shall support each other in the delivery of the Counter Terrorism Activities and Allied Matters to meet the requirements of the Counter Terrorism Coordination Committee. In particular, the Responsible Chief Officers shall adhere to and comply with any memoranda of understanding, protocols and service level agreements which are related to or support the coordination of the Counter Terrorism Activities and Allied Matters.
- 7.8 The Responsible Chief Officers shall use their best endeavours to maintain sufficient numbers of police officers and staff with the relevant qualifications and experience, who are available when required, for the purposes of responding to terrorist attacks and terrorist activity as part of the delivery of specialist resources and capability to deliver the requirements of this Agreement.
- 7.9 The Responsible Chief Officers shall ensure that police officers and staff receive appropriate and regular training through attendance at national training events and familiarity with statutory and non-statutory guidance issued by the Home Office, the College of Policing and any Authorised Professional Practice.
- 7.10 The Responsible Chief Officers agree that the Senior National Coordinator Pursue & Prevent and the Senior National Coordinator Protect & Prepare shall coordinate Counter Terrorism Activity in accordance with clause 9 (Role of the two Senior National Coordinators) and with regard to Pursue matters, with clause 10 (Arrangements for Command and Control).
- 7.11 The Responsible Chief Officers shall consult annually with their Responsible Policing Body (Responsible PCC) and with the Local Policing Bodies (PCCs) and Chief Officers in their Region (including consulting with the other Responsible Policing Bodies who are a party to a Local Collaboration Arrangement (if applicable)) about the resources which will be needed to deliver the arrangements in respect of national Counter Terrorism Policing, to include detail about the numbers and relevant experience of officers and staff and any potential changes to the size of local police forces.
- 7.12 The Responsible Chief Officers will continue to be subject to their local accountability arrangements in respect of their corresponding Responsible Policing Body (PCC) in relation to maintaining an efficient and effective police force.
- 7.13 Each Responsible Chief Officer shall be responsible for ensuring Police Officers and/or members of Police Staff under their Direction and Control are made aware of and observe statutory and non-statutory guidance, which is not limited to statutory and non-statutory guidance issued by the Home Office, the College of Policing Authorised Professional Practice notes and/or guidance, and Protocols by the Counter Terrorism Coordination Committee, relating to Counter Terrorism Activities.
- 7.14 The Responsible Chief Officer will, in taking decisions 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 constables of the police service of Scotland and the police service of Northern Ireland, as appropriate. The Parties shall procure that the Chief Constable of the Police Service for Scotland and the Chief Constable of the Police Service of Northern Ireland shall also use reasonable endeavours to have regard to the operation of this Agreement when making decisions concerning the deployment of resource or otherwise in discharge of their responsibilities.

## **PART C – ROLES AND RESPONSIBILITIES TO SUPPORT GOOD GOVERNANCE**

### **8. ROLE OF CHAIR OF THE COUNTER TERRORISM COORDINATION COMMITTEE**

8.1 The Parties acknowledge and agree that on behalf of the NPCC:

- 8.1.1 the Counter Terrorism Coordination Committee will lead and co-ordinate the direction and development of the capability and supporting infrastructure for Counter Terrorism and Allied Matters within the police service, in alignment with broader national policing capability developments, to reduce the risk to the UK and its interests overseas from the threat of Terrorism and domestic extremism. This includes the strategic oversight of operational delivery of national Counter Terrorism Policing and Allied Matters;
- 8.1.2 where advantageous, the Chair of the Counter Terrorism Coordination Committee can engage with Chief Officers in order to promote delivery of the objectives of this Agreement in support of the Senior National Coordinator Pursue & Prevent and Senior National Coordinator Protect & Prepare;
- 8.1.3 the Chair of the Counter Terrorism Coordination Committee can in consultation with a Chief Officer speak on behalf of Counter Terrorism policing on national policy and national operational matters;
- 8.1.4 the Chair of the Counter Terrorism Coordination Committee, supported by the Senior National Coordinator Pursue & Prevent and the Senior National Coordinator Protect & Prepare, will advise Chief Officers on how to discharge their responsibilities in respect of the Counter Terrorism aspects of the Strategic Policing Requirement;
- 8.1.5 the Chair of the Counter Terrorism Coordination Committee, supported by the Senior National Coordinator Pursue & Prevent and the Senior National Coordinator Protect & Prepare, will ensure that all Chief Officers have access to relevant information relating to Counter Terrorism Activities and Allied Matters in order to allow those Chief Officers to be effectively accountable to their respective Local Policing Body (PCC); and
- 8.1.6 the Chair of the Counter Terrorism Coordination Committee will ensure that there is appropriate headquarters support for the Counter Terrorism Coordination Committee, the Strategic Board, and other members of National Counter Terrorism Policing Senior Leadership. This will be called the National Counter Terrorism Policing Headquarters. The role and functions of the National Counter Terrorism Policing Headquarters are set out in **Schedule 2**.

### **9. ROLE OF THE TWO SENIOR NATIONAL CO-ORDINATORS**

- 9.1.1 The Parties agree that the two Senior National Coordinators do not have Direction and Control of any police officers or police staff by virtue of this Agreement. With regard to Pursue matters, the Senior National Coordinator Pursue & Prevent will use the arrangements (arrangements for command and control relevant to Pursue activities) set out below in **clause 10.2**.
- 9.2 The parties agree that the two Senior National Coordinators shall;
  - 9.2.1 on behalf of the relevant Responsible Chief Officer, jointly ensure that national functions are provided, including the central coordination of Counter Terrorism Activity;
  - 9.2.2 in conjunction with the Chair of the Counter Terrorism Coordination Committee, jointly assist all Chief Officers to discharge their responsibilities in respect of the Counter Terrorism aspects of the Strategic Policing Requirement; and
  - 9.2.3 in conjunction with the Chair of The Counter Terrorism Coordination Committee, jointly ensure that all Chief Officers have access to relevant information relating to Counter Terrorism and Allied Matters in order to allow those Chief Officers to be effectively accountable to their respective Local Policing Body (PCC).

- 9.2.4 The two Senior National Coordinators will coordinate Counter Terrorism Activities in accordance with the details set out in **Schedule 3**.

**9.3 ROLE OF THE SENIOR NATIONAL COORDINATOR PURSUE & PREVENT**

- 9.4 The Parties acknowledge and agree that the role of the Senior National Coordinator Pursue & Prevent is to manage delivery of Counter Terrorism Activities and Allied Matters as described in **Schedule 1** and includes the following:

- 9.4.1 manage the conduct of Counter Terrorism investigations whether reactive or proactive;
- 9.4.2 set operational priorities and manage competing priorities relevant to Pursue and Prevent activities;
- 9.4.3 decide the day-to-day use of resources made available by the Parties for the purposes of Counter Terrorism Activities;
- 9.4.4 set strategies for dealing with media in respect of Counter Terrorism Activities and Allied Matters, including the approval of media lines, communication and statements in respect of operational national Counter Terrorism Policing Pursue and Prevent matters; and
- 9.4.5 delegate some or all of this activity to suitably qualified persons to manage on behalf of the Senior National Coordinator Pursue & Prevent.

**9.5 ROLE OF THE SENIOR NATIONAL COORDINATOR PROTECT & PREPARE**

- 9.6 The Parties acknowledge and agree that the role of the Senior National Coordinator Protect & Prepare is to manage delivery of Counter Terrorism Activities and Allied Matters as described in **Schedule 1** and includes the following:

- 9.6.1 advise and coordinate national Counter Terrorism Policing Protect & Prepare activities, both reactive and proactive;
- 9.6.2 advise and coordinate priorities and manage competing priorities relevant to national Counter Terrorism Policing Protect and Prepare activities;
- 9.6.3 set strategies for dealing with media in respect of Counter Terrorism Activities and Allied Matters, including the approval of media lines, communication and statements in respect of national Counter Terrorism Policing Protect and Prepare matters;
- 9.6.4 delegate some or all of this activity to suitably qualified persons to manage on behalf of the Senior National Coordinator Protect & Prepare; and
- 9.6.5 subject to the matters set out in **Schedule 1**, the provision of advice and coordination with regard to national Protection matters, both reactive and proactive.

**10. ARRANGEMENTS FOR COMMAND AND CONTROL RELEVANT TO PURSUE ACTIVITIES**

- 10.1 The Responsible Chief Officers will ensure that appropriate arrangements are in place to deliver effective command and control of Counter Terrorism Activities and Allied Matters. In particular, police officers and staff who are engaged in the delivery of Counter Terrorism and Allied Matters will be under the command and control of a suitably qualified and experienced police officer.

- 10.2 The Responsible Chief Officers accept that:

- 10.2.1 subject to **10.2.2** below, instructions given by the Senior National Coordinator Pursue & Prevent in respect of delivering the objectives of this Agreement relevant to Pursue activities shall be followed by police officers and staff who are under the Direction and Control of their Responsible Chief Officers and assigned to deliver the objectives of this Agreement;

- 10.2.2 instructions given by the Senior National Coordinator Pursue & Prevent under **10.2.1** (Arrangements for Command and Control relevant to Pursue activities) may be overturned by the Responsible Chief Officer with direction and control of the relevant police officers and staff;
- 10.2.3 the Senior National Coordinator Pursue & Prevent may delegate authority to give instructions;
- 10.2.4 instructions given under **10.2.3** may be overturned by a person with delegated authority from the Responsible Chief Officer with direction and control of the relevant police officers and staff and more senior in rank than the person who gave the original instruction.
- 10.3 Instructions given under **clauses 10.2.1 to 10.2.4** shall apply in respect of instructions given in respect of Counter Terrorism Activity in Scotland who the Parties shall procure shall comply with the Police Scotland Protocol for the command and control of covert CT/DE operations in Scotland (July 2014).
- 11. **ACCOUNTABILITY**
  - 11.1 Nothing in this Agreement changes any existing arrangement for accountability of the Parties established under Legislation or statutory guidance.
  - 11.2 Chief Officers retain Direction and Control of Police Officers and members of police staff of their home force or for police officers and members of police staff formally seconded to them (unless the terms of any relevant secondment agreement state otherwise) and will be ultimately responsible for those officers and staff and liable for any unlawful conduct by them in the performance or purported performance of their functions.
  - 11.3 The Chief Officer of the Police Force by which a police officer or member of staff was appointed shall remain responsible for disciplinary proceedings and action under performance or attendance procedures and all pay welfare pensions contributions and other employment matters.
- 12. **HOSTING ARRANGEMENTS FOR PARTICULAR HEADQUARTER OR OTHER FUNCTIONS**
  - 12.1 Notwithstanding the provisions of **Schedule 7**, the Parties agree that certain Grant Deliverables (in the context of national Counter Terrorism Policing and Allied Matters) need to be provided taking account of the interest of all Police Forces and with the aim of ensuring value for money. It is agreed between the Parties that these Grant Deliverables shall be hosted by one or more Responsible Policing Bodies or Responsible Chief Officers on behalf of the Counter Terrorism Coordination Committee. They include the following services ("hosted Grant Deliverables" set out in **Schedule 7**) which will be provided by a Host Force:
    - 12.1.1 headquarters services (developing strategy and policy, monitoring performance, developing and monitoring budgets, communications, ICT, etc) (Set out in **Schedule 2**);
    - 12.1.2 organisational development;
    - 12.1.3 national operational coordination (Set out in **Schedule 3**);
    - 12.1.4 strategic intelligence; and
    - 12.1.5 additional support services (including legal, HR, finance and procurement services).
  - 12.2 As at the Effective Date, the Metropolitan Police Service hosts headquarters services, national operational coordination, and strategic intelligence; and West Midlands Police hosts organisational development.
  - 12.3 Not all hosted Grant Deliverables are described in this Agreement (or Schedules) and additional hosted Grant Deliverables may be added by the Counter Terrorism Coordination Committee from time to time with the agreement of the proposed Host Force.

- 12.4 Responsible Chief Officers, with the agreement of their Responsible Policing Body (Responsible PCC) and at the invitation of the Counter Terrorism Coordination Committee, may agree to have responsibility as a host force for the delivery of specific Grant Deliverables for that Police Force.
- 12.5 Responsible Chief Officers who have responsibility as host force for the Grant Deliverables accept and agree to the following principles:
- 12.5.1 the statutory roles and responsibilities of the Responsible Chief Officer and the Responsible Policing Body (Responsible PCC) are unchanged;
  - 12.5.2 the provision of the hosted Grant Deliverables will be in accordance with the Objectives of this Agreement;
  - 12.5.3 the provision of the hosted Grant Deliverables as referred to in clause 12 by a Host Force will be consistent with the broader Host Force strategy, supporting delivery plans, and policies unless this is contrary to the Objectives of this Agreement and there is written agreement setting out the appropriate amendment or derogation; and
  - 12.5.4 that the Responsible Chief Officer shall provide a report to the Chief Constables' Council if specific exigencies or operational emergency cases within the relevant Police Force prevent the provision of the hosted Grant Deliverables by the host Police Force for a significant period of time.
- 12.6 Where Responsible Policing Bodies and/or Responsible Chief Officers undertake the role of Host Force those Responsible Policing Bodies and Responsible Chief Officers shall ensure that all legal requirements, standing orders and proper procedures in undertaking the hosting role are complied with. This shall include financial, procurement and employment procedures.
- 12.7 This provision is in addition to the responsibilities of a Responsible Force in the delivery of Counter Terrorism and Allied Matters.
- 12.8 The particular arrangements that need to be in place in relation to hosted functions are set out in **Schedule 7**.

### 13. **COMPLAINT**

- 13.1 If a complaint or enquiry relating to Counter Terrorism Activities or Allied Matters (including those that gives rise to a conduct matter or grievance proceedings) is made to any Responsible Policing Body (Responsible PCC) or any Responsible Chief Officer, this shall be dealt with by the Responsible Policing Body (Responsible PCC) or any Responsible Chief Officer that receives the complaint or enquiry. The receiving Responsible Policing Body (PCC) or Responsible Chief Officer dealing with the complaint or enquiry may, if in the wider counter terrorism policing interest, consult, if appropriate, with the Chair of the Counter Terrorism Coordination Committee before responding to that complaint or enquiry.
- 13.2 If any complaint or enquiry relating to the terms of this Agreement is made to any Party to this Agreement (formally, informally, to the external auditor, Ombudsman, Strategic Board or Chief Constables' Council) this shall be referred to the Chair of the Strategic Board and the Parties shall cooperate fully in dealing with such complaints and shall cooperate in responding to any enquiries made and dealing with the complaint.
- 13.3 If any complaint or enquiry relating to the functions of the Counter Terrorism Coordination Committee, including those relating to approved national policy, is made to any Party to this Agreement (formally, informally, to the external auditor, Ombudsman, Strategic Board or Chief Constables' Council) this shall be referred to the Chair of the NPCC and the Parties shall cooperate fully in dealing with such complaints and shall cooperate in responding to any enquiries made and dealing with the complaint.
- 13.4 The Parties shall cooperate fully in dealing with any complaints and shall cooperate in responding to any enquiries made by any external regulatory body.

14. **PERFORMANCE**

- 14.1 The Counter Terrorism Coordination Committee has established a performance framework which monitors whether Counter Terrorism Activities and Allied Matters are being undertaken effectively. This framework will be used to form an assessment as to whether the Objectives are being met and the anticipated benefits are being realised.
- 14.2 The National Counter Terrorism Headquarters shall provide such performance information to the Strategic Board in respect of the Responsible Policing Bodies and Responsible Chief Officers as is requested by the Strategic Board.
- 14.3 All Parties shall follow the performance framework as established by the Counter Terrorism Coordination Committee.

15. **DISPUTE RESOLUTION**

- 15.1.1 Subject to Clause 15.1.2, if a dispute arises, the provisions of **Schedule 5** (Dispute Resolution) of this Agreement shall apply.
- 15.1.2 If a dispute arises in relation to Hosted Services, the dispute procedure set out in the applicable Service Level Agreement shall apply.

**PART D: ADDITIONAL PROVISIONS RELATING TO THE AGREEMENT ITSELF**

16. **REVIEW OF THE AGREEMENT**

- 16.1 The Parties shall ensure that the Strategic Board undertakes itself (or commissions a third party organisation) a review of this Agreement on 31 October 2017 (the 'Initial Review') and thereafter the Agreement shall be reviewed (either by the Strategic Board or by a third party organisation as agreed by the Strategic Board) on each third year anniversary of the Initial Review and at such other intervals as are agreed by the Strategic Board from time to time.
- 16.2 The purpose of the Initial Review and all subsequent reviews carried out pursuant to **clause 16.1** shall be to ensure that this Agreement still fits with national strategies to tackle Terrorism and Allied Matters.
- 16.3 The result of the review carried out pursuant to **clause 16.1** may require revision to this Agreement under **clause 35.1.1**, revision to one or more of the Schedules under **clause 35.1.2**, or termination of the Agreement under **clause 19.7**.
- 16.4 If the review carried out pursuant to **clause 16.1** requires any amendment to this Agreement which shall impact upon any Host Force, the relevant Host Force shall be consulted and the approval of the relevant Host Force shall be sought prior to any amendments being made to the terms of this Agreement.
- 16.5 The Parties commit to obtain agreement from the Secretary of State for the Home Office (in addition to all the signatories to the Agreement) before varying the Agreement to include any legal entity that has the power to enter into a collaboration agreement under the provisions of section 22A of the police Act 1996 (as amended).
- 16.6 The Parties shall respond to any changes in Legislation guidance and the requirements of central government from time to time either as part of the review pursuant to **clause 16.1** or more urgently if required.
- 16.7 In the event that the NPCC Collaboration Agreement is terminated, this shall trigger a review of this Agreement pursuant to **clause 16.1**.

17. **AUDIT AND INSPECTION**

- 17.1 The Parties shall ensure that the Strategic Board makes any additional arrangements for compliance and cooperation with all usual statutory audits or inspections of the Counter Terrorism Activities and Allied Matters as required by internal audit teams district auditors and other external auditors or inspection processes or bodies (including HMIC).



- 17.2 The Strategic Board will subject to any issues of confidentiality share all findings with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with each Police Body representative as appropriate.
- 17.3 **Clauses 17.1 and 17.2** are without prejudice to the operational independence of the Chief Officers and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality.
- 17.4 The Parties will provide such information as is required, in accordance with standard audit practice, to demonstrate that the arrangements for Counter Terrorism Activities and Allied Matters are provided in accordance with the required standards.
- 17.5 To ensure that the arrangements for Counter Terrorism Activities and Allied Matters are provided in accordance with this Agreement, any person or body appointed by the Strategic Board for the purpose of audit will be entitled to carry out an internal audit of the Counter Terrorism Activities and Allied Matters at any time by giving reasonable notice to the Responsible Policing Bodies (Responsible PCCs) and make recommendations to the Responsible Policing Bodies (Responsible PCCs) as to improvements to be made to the Counter Terrorism Activities and Allied Matters, which the Parties shall use all reasonable endeavours to implement.
18. **ESCALATION**
- 18.1 If any inspection, audit, performance review, or other information shows that Counter Terrorism Activities and Allied Matters have not been undertaken to the required standard then:
- 18.1.1 the Chair of the Strategic Board shall notify the Chair of the Counter Terrorism Coordination Committee as soon as reasonably practicable of the results of the review, or inspection including the reason why (in the opinion of the Strategic Board or third party organisation) the Counter Terrorism Activities and Allied Matters are not being undertaken to the requisite standard and request a rectification plan from the Counter Terrorism Coordination Committee to be delivered within 10 Business Days showing:
- 18.1.1.1 how amendments will be made to ensure that the Counter Terrorism Activities and Allied Matters are provided to the standard required pursuant to the terms of this Agreement and whether any specific measures need to be implemented or changes need to be made by a Responsible Policing Body or a Responsible Chief Officer;
- 18.1.1.2 the timeline for implementing any such amendments; and
- 18.1.1.3 a referral shall be made to the Strategic Board who shall consult with the relevant Responsible Policing Body (Responsible PCC) or Responsible Chief Officer who shall be entitled to comment on the rectification plan provided pursuant to **clause 18.1.1** and request amendments to the rectification plan.
- 18.2 Where a Responsible Chief Officer or a Responsible Policing Body is required to assist in implementing a rectification plan, the Parties shall procure that the Chair of the Counter Terrorism Coordination Committee shall consult with the relevant Responsible Policing Body and Responsible Chief Officer in relation to that rectification plan. Each Responsible Chief Officer who is required to make amendments pursuant to **clause 18.1.1** shall ensure that the rectification plan (as amended by the Strategic Board) is implemented in accordance with its terms and within the timescale set out in the rectification plan.
- 18.3 If any Responsible Chief Officer who is required to make amendments pursuant to **clause 18.1.1** fails to implement the rectification plan, the Strategic Board may remove the status of Responsible Policing Body and the provisions of **clause 19** shall apply.
19. **WITHDRAWAL OR REMOVAL OF RESPONSIBLE POLICING BODIES**
- 19.1 Any Responsible Policing Body together with their corresponding Responsible Chief Officer (the 'Withdrawing Police Force') shall be entitled to withdraw from this Agreement at any time upon giving twelve (12) months written notice to withdraw to the Chair of the Strategic

Board and Secretary of State with a copy being sent to the Chair of the Counter Terrorism Coordination Committee. Subject to the prior written consent of the Secretary of State, the Withdrawing Policing Force shall cease to be a party to this Agreement on the date agreed between the Withdrawing Police Force and the Strategic Board in accordance with **clause 19.4**.

19.2 If the Strategic Board and Secretary of State on advice of the Counter Terrorism Coordination Committee determine that a Responsible Policing Body (Responsible PCC) and their corresponding Responsible Chief Officer (the "Exiting Police Force") should no longer be a party to this Agreement, then the Strategic Board shall give written notice to that Exiting Police Force and that Exiting Police Force shall cease to be a Party to this Agreement on a date agreed between the Exiting Police Force and the Strategic Board in accordance with **clause 19.4**.

19.3 The Counter Terrorism Coordination Committee may at any time recommend for agreement to the Secretary of State that:

19.3.1 an alternative Local Police Force and Local Policing Body (PCC) should undertake the Grant Deliverables, Allied Matters and Counter Terrorism Activities from the date on which the Exiting Police Forces obligations under this Agreement terminate; or

19.3.2 (if applicable) that in relation to those Parties who are party to a Local Collaboration Arrangement, an alternative Party to that Local Collaboration Arrangement is appointed as the Nominated Chief Officer.

19.4 The date to be agreed pursuant to **clause 19.1 and 19.2** shall be the date on which a suitable replacement can undertake the Counter Terrorism and Allied Matters and in any event shall be no later than 12 months after the date of the notification in **clause 19.1 and clause 19.2**.

19.5 If any replacement is appointed pursuant to **clause 19.3**, that replacement shall enter into the terms of this Agreement with the remaining Parties and shall comply with its terms. Any replacement shall also agree to undertake Grant Deliverables, Allied Matters and Counter Terrorism Activities as determined by the Secretary of State.

19.6 If an exiting Police Force withdraws or exits from the terms of this Agreement pursuant to **clause 19.1 and 19.2**, that exiting Police Force shall remain liable to the other Parties in relation to any activities it undertook pursuant to this Agreement prior to the exit date of this Agreement.

19.7 The Parties shall ensure that the Strategic Board commissions the development of a Template Exit Strategy to describe detailed arrangements for how a Police Force will exit the Agreement. The Template Exit Strategy shall be produced within 120 days following the date of this Agreement.

19.8 The Strategic Board shall be responsible for reviewing and amending (if applicable) the Template Exit Strategy on an annual basis. The Template Exit Strategy shall take account of any agreements or directions, or Legislation from central government.

## 20. **TERMINATION OF THE AGREEMENT**

20.1 The Agreement shall be terminated if more than seventy-five per cent (75%) of the Responsible Chief Officers who are a Party to this Agreement and also at least fifty per cent (50%) of the Parties to this Agreement at the relevant time agree that this Agreement should be terminated. For the purposes of this **clause 20.1** in relation to those Responsible Policing Bodies and Responsible Chief Officers who have entered into a Local Collaboration Arrangement, only the Nominated Policing Body and Nominated Chief Officer shall be deemed to be a Responsible Chief Officer or a "Party" for the purposes of ascertaining whether this Agreement should be terminated. The agreement shall not be terminated without the prior written consent of the Secretary of State.

20.2 For the avoidance of doubt, where Responsible Policing Bodies and Responsible Chief Officers are party to a relevant Local Collaboration Agreement, the Nominated Police Body may submit final accounts on behalf of the other Responsible Policing Bodies who are a party to that Local Collaboration Arrangement.

- 20.3 On termination of this Agreement, each Responsible Policing Body (Responsible PCC) and Responsible Chief Officer shall continue to pay to the HQ function, on request from the HQ function a fair proportion of the cost of covering all ongoing financial liabilities incurred by the Parties as a result of termination of this Agreement until such time as all liabilities have been discharged and this clause shall survive the termination or expiry of this Agreement.
- 20.4 Upon the termination of this Agreement, the Strategic Board shall agree the process for dealing with any Assets and contracts and an appropriate termination strategy but with the intention that:
- 20.4.1 Any contracts that are entered into solely for the carrying out of the Counter Terrorism Activities and Allied Matters shall be terminated and those volumes that relate to the Counter Terrorism Activities and Allied Matters in any other contracts which have been entered into for the benefit of this Agreement shall be removed;

## **PART E: FUNDING, LIABILITIES, INDEMNITIES, & INSURANCE**

21. This Part covers arrangements for funding, liabilities, indemnities, & insurance for this Agreement in general. Particular arrangements in respect of hosted functions are contained in **Schedule 7**.

### **22. FUNDING OF COUNTER TERRORISM POLICING ARRANGEMENTS**

- 22.1 Funding for Counter Terrorism and Allied Matters is provided through the Counter Terrorism Policing Grant. This Counter Terrorism Policing Grant is distributed from the Home Office directly to Policing Bodies. This Counter Terrorism Policing Grant is allocated on an annual basis by the Home Secretary and Security Minister, taking into account advice from the Counter Terrorism Coordination Committee, in terms of the total amount to be allocated, the amount to be allocated to each Policing Body and the specific purposes for which it should be used (Grant Deliverables).
- 22.2 It is agreed between the Parties that some Policing Bodies receive funding in relation to specific Counter Terrorism Activities and Allied Matters which is received for unique, specialist and/or additional functions and which relates to activities or matters which are not delivered by all of the responsible Policing Bodies or Responsible Chief Officers.
- 22.3 The Responsible Policing Bodies (Responsible PCCs) and the Responsible Chief Officers (but in relation to those Parties who are party to a Local Collaboration Arrangement shall mean the Nominated Chief Officer and the Nominated Policing Body) shall participate in the annual Counter Terrorism Policing Grant-setting process carried out on behalf of the Counter Terrorism Coordinating Committee by the National Counter Terrorism Policing Headquarters.
- 22.4 The Chair of the Counter Terrorism Coordination Committee, the Senior National Coordinator Pursue & Prevent, and the Senior National Coordinator Protect & Prepare shall be paid for out of the Counter Terrorism Policing Grant.

### **23. LIABILITIES IN RESPECT OF THIS AGREEMENT**

#### **Liabilities in relation to operational policing activities**

- 23.1 Subject to **clause 23.4** and **24** (Indemnity), if a Liability arises under this Agreement in relation to an operational policing activity then the Responsible Chief Officer who has Direction and Control and has conducted such operation shall be entirely responsible for that Liability and shall be responsible for any Police Officer or staff under that Responsible Chief Officer's Direction and Control (unless the Parties agree on a different apportionment of Liabilities depending on the circumstances). Each Responsible Chief Officer shall also be responsible under this **clause 23.1** for any operational policing activities in connection with this Agreement which have been conducted by a Chief Officer within the Region of that Responsible Chief Officer.

#### **Liabilities under contracts**

- 23.2 If a Responsible Chief Officer or Responsible Policing Body has entered into any contract in connection with Counter Terrorism and Allied Matters as referred to in **clause 6.4** or otherwise (but not in relation to a contract entered into by a Responsible Chief Officer or Responsible Policing Body for the purposes of or in connection with the Hosted Services in

which case the provisions of Schedule 7 shall apply), such Responsible Chief Officer and/or Responsible Policing Body shall, subject to **clause 24**, be solely responsible for such Liability.

#### **Responsible Chief Officer claiming under the Counter Terrorism Grant**

- 23.3 The Responsible Chief Officer shall be entitled to and, where possible and appropriate, recover the Liabilities referred to in **clause 23.1** and **23.2** through the Counter Terrorism Grant and to the extent that this is not possible the Responsible Chief Officer shall be solely responsible for the Liability (unless the Parties have already agreed a different apportionment of liabilities depending on the circumstances as referred to in **clause 23.1**).

#### **Liabilities of a national and exceptional nature**

- 23.4 Subject to **clause 24**, if a Liability arises under this Agreement:
- 23.4.1 which the Counter Terrorism Committee determines is more appropriate to be managed at a national level due to its exceptional nature; or
  - 23.4.2 is not otherwise covered by **clause 23.1** or **23.2** or **paragraph 7 of Schedule 7**:
- then:
- 23.4.3 where the parties consider it may be possible and appropriate, and to the extent that such Liability can be recovered from the Counter Terrorism Policing Grant, the Parties shall request that the NCTPHQ enter into discussions with the Home Office in order to recover such Liabilities through the Counter Terrorism Policing Grant;
  - 23.4.4 if it is not possible for some or all of the Liability to be recovered from the Counter Terrorism Policing Grant pursuant to **clause 23.4.3**, the matter shall be referred to the Counter Terrorism Coordination Committee who shall determine how the Liability should be shared between the Parties;
  - 23.4.5 if the Counter Terrorism Coordination Committee is not able to reach agreement as to where the Liability should rest, each Responsible Policing Body shall be liable for a Fair and Reasonable Proportion of the Liability. For the purposes of this Agreement, a "Fair and Reasonable Proportion" shall mean the fair and reasonable proportion of a Liability that arises under the terms of this Agreement which shall be agreed between the Parties at the time depending on the nature and reason for the Liability but in the event of a failure to reach agreement shall be equal to the proportion of funding received by a Responsible Policing Body through the Counter Terrorism Policing Grant in comparison to the aggregate of the Counter Terrorism Grant received by each Responsible Policing Body.

#### **Liability in relation to hosting**

- 23.5 All Liabilities in relation to the Hosted Services shall be dealt with in accordance with **paragraph 7 of Schedule 7**.

#### **Processing and Handling of Claims**

- 23.6 Any claims arising in relation to any liability referred to under clause 23.1 or 23.2 shall be handled by the Responsible Chief Officer referred to in those clauses and that Responsible Chief Officer shall be responsible for the cost of handling that claim.
- 23.7 If a claim arises which is determined by the Counter Terrorism Coordination Committee should be dealt with under **clause 23.4** or **clause 23.4.2** applies, the Counter Terrorism Coordination Committee shall direct the Party who should handle that claim. The costs of handling any claims which are to be dealt with pursuant to **clause 23.4** shall be dealt with in accordance with **clauses 23.4.3 to 23.4.5**.
- 23.8 Unless it is agreed in the circumstances that it is more appropriate for another Party to handle the relevant claim, any claims in respect of NCTPHQ or any Hosted Services where the Metropolitan Police Service is the Host Force shall be handled by the Metropolitan Police

Service. The Metropolitan Police Service shall consult with the Chair of the Counter Terrorism Coordination Committee on the way in which any claim should be handled.

- 23.9 Any claims (including the costs of those claims) in relation to the Counter Terrorism Coordination Committee or the Chair of the Counter Terrorism Coordination Committee shall be dealt with through the NPCC Collaboration Agreement.
- 23.10 The Parties to this Agreement shall provide all reasonable support, co-operation, information and assistance that any other Party may require in handling, disposing or dealing with a claim in a timely manner.
- 23.11 The Parties shall procure that the Chair of the Counter Terrorism Coordination Committee shall provide a Host Force with such support, co-operation and assistance as a Host Force requires in connection with claims under the Agreement.

#### **Liabilities following termination**

- 23.12 Any Liabilities that arise after termination shall be dealt with as set out in this **clause 23 and paragraph 7 of Schedule 7**.
- 23.13 This **clause 23** shall survive the termination of this Agreement.
- 23.14 All Responsible Policing Bodies (Responsible PCCs) and Responsible Chief Officers shall disseminate any learning arising from any claim, action or complaint to the other Parties where it is appropriate to do so and in the wider counter terrorism policing interest.

#### **24. INDEMNITY**

- 24.1 Nothing herein shall limit each of the Parties' duty to mitigate its loss.
- 24.2 Notwithstanding the provisions of **clause 23** and **paragraph 7 of Schedule 7**, where a Liability arises in relation to this Agreement which a Party reasonably believes has been caused by a particular Responsible Chief Officer or Responsible Chief Officers or Responsible Policing Body or Responsible Policing Bodies who have not acted in good faith, the Counter Terrorism Coordination Committee shall consider the matter and shall be entitled to determine that the Party or Parties who have not acted in good faith should be responsible for such Liability and shall indemnify the other Parties for any Liability rather than the relevant Liability being dealt with in accordance with **clause 23**.

#### **25. INSURANCE**

- 25.1 Each Responsible Policing Body shall be required to maintain its own insurance with insurers of good standing and good repute in relation to:
  - 25.1.1 any employees or officers who will carry out any of the functions under this Agreement including in relation to the Counter Terrorism Activities and Allied Matters who are under the Direction and Control of that Responsible Policing Body or its corresponding Responsible Chief Officer; and
  - 25.1.2 any person or Police Officer who forms part of the membership of the Strategic Board or any other committee established for the purposes of this Agreement who is under the Direction and Control of that Responsible Chief Officer,

which should include, as appropriate, the taking out of insurance in relation to Employers Liability, Public Liability and Motor Liability.

#### **PART F: MISCELLANEOUS**

#### **26. CONFIDENTIALITY**

- 26.1 Where any of the Parties or the Strategic Board consider that a matter is commercially sensitive or may not be disclosed for other legal reasons, this will be communicated to the other Parties to this Agreement and those Parties shall keep such matters confidential and shall use all reasonable endeavours to prevent their employees, officers and agents from

making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons.

26.2 **Clause 26.1** shall not apply to:

- 26.2.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
- 26.2.2 any disclosure required by operation of law, including the Data Protection Act and Freedom of Information Act and Section 23E of the Police Act 1996;
- 26.2.3 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;
- 26.2.4 any disclosure to enable a determination to be made under **clause 15** (Dispute Resolution);
- 26.2.5 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;
- 26.2.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
- 26.2.7 any disclosure by a Party to a department, office or agency of the Government; and
- 26.2.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

27. **DATA PROTECTION ACT FREEDOM OF INFORMATION ACT & ENVIRONMENTAL INFORMATION REGULATIONS**

27.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that each Party is the Data Controller in respect of their own data and a data controller in common in respect of the shared data and all parties shall comply with the provisions of the Data Protection Legislation and any Data Sharing Agreement issued on behalf of the Counter Terrorism Coordination Committee.

27.2 In relation to its rights and obligations under this Agreement, each Party shall:

- 27.2.1 ensure that it complies with its obligations under the Data Protection Legislation, Freedom of Information Act 2000 and Environmental Information Regulations 1998 and related guidance and codes and discharge its obligations under this Agreement with all due skill, care and diligence;
- 27.2.2 only process Personal Data for the purposes set out in this Agreement and in particular shall:
  - 27.2.2.1 not pass any Personal Data to any third party other than in accordance with **clause 27.2.4**;
  - 27.2.2.2 not delete or amend Personal Data save for in accordance with the DPA and related guidance and codes; and
  - 27.2.2.3 keep the Personal Data confidential,
- 27.2.3 take such security measures as required to enable it to process the Personal Data in compliance with obligations imposed on it by the seventh principle of the DPA;
- 27.2.4 not process Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) of Directive 95/46/EC), unless:

- 27.2.4.1 the Parties have given prior written consent notice to the NCTPHQ;
  - 27.2.4.2 an adequate level of protection for the rights and freedoms of the relevant data subjects can be ensured; and
  - 27.2.4.3 the Data Processor enters into a written contract containing equivalent terms to those set out in this Agreement.
- 27.2.5 complies with its obligations in any other Data Sharing Agreement.
- 27.3 The Responsible Chief Officer of their Region (where applicable) and, where a Responsible Chief Officer is party to a Local Collaboration Arrangement, the Nominated Chief Officer, shall be the single point of contact for all requests under the DPA, Environmental Information Regulations and the Freedom of Information Act 2000 received in connection with this Agreement.
- 27.4 Each Responsible Chief Officer or the Nominated Chief Officer (as applicable) shall as appropriate either deal directly with such requests consulting with other Responsible Chief Officers and Responsible Policing Bodies (Responsible PCCs) or Nominated Chief Officer or Nominated Policing Body (as applicable) where necessary or refer them to the appropriate data controller holding the information. The Responsible Chief Officer or Nominated Chief Officer (as applicable) shall respond to any requests in such time period so as to ensure that the provisions of the DPA, Environmental Information Regulations or Freedom of Information Act 2000 are complied with.
- 27.5 Each Responsible Policing Body (Responsible PCC) and Responsible Chief Officer or Nominated Policing Body and Nominated Chief Officer in relation to those parties who have entered in a Local Collaboration Arrangement (as applicable) agrees that if it receives a request for information under DPA, Environmental Information Regulations or Freedom of Information Act 2000 which relates to this Agreement or the discharge of Counter Terrorism Activities and Allied Matters it will, if appropriate and in the interests of Counter Terrorism policing and timescales under the relevant Legislation permit, use reasonable endeavours to provide a copy of the request to the NCTPHQ (via the National Police Freedom of Information and Data Protection Central Referral Unit) which shall be entitled to make representations as to whether or not or on what basis the information requested should be disclosed but the Responsible Chief Officer that receives the initial request for information shall be responsible for determining at its absolute discretion whether the information is to be disclosed in accordance with national policy. The Responsible Policing Body (Responsible PCC) and Responsible Chief Officer or Nominated Policing Body and Nominated Chief Officer (as applicable) acknowledges that any Responsible Policing Body (Responsible PCC) or Responsible Chief Officer may be obliged to disclose information which relates to this Agreement or the delivery of the Counter Terrorism Activities and Allied Matters in certain circumstances without consulting with the NCTPHQ.
28. **RECORDS**
- Each Party shall keep adequate and comprehensive records and accounts to enable it to perform its obligations under this Agreement and to meet its statutory obligations and to comply with any requests from third parties. For these purposes, such records shall be freely available to the other Parties to this Agreement and the Strategic Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide for a reasonable period of time, free access (including the Management of Police Information Guidance) to the other Parties to such records insofar as they relate to the period of this Agreement.
29. **INTELLECTUAL PROPERTY**
- 29.1 Each Party will retain all Intellectual Property Rights in Material which it has created subject to the terms and conditions of the Counter Terrorism Policing Grant.
- 29.2 Each Party will grant to the other Responsible Policing Bodies (Responsible PCCs) and Responsible Chief Officers a non exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its own Material for the ongoing management and operation of this Agreement and any other ancillary purposes. Each Responsible Policing Body and Responsible Chief Officer shall also grant any such licences as are specified in the Counter Terrorism Policing Grant and the Grant Terms & Conditions.

30. **NOTICES**

30.1 Any notices required in relation to the day to day running of this Agreement shall be dealt with by the NCTPHQ.

30.2 Subject to **clause 30.3**, 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 e-mailed to the recipient at its e-mail address marked for the attention of the Responsible Chief Officer or the appropriate Responsible Policing Body (as applicable).

30.3 Any demand, notice or other communication to be served on the Commissioner of the Metropolis or the Mayors Office of Policing and Crime (MOPAC) (as applicable) shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post or by DX number, marked for the attention of the Commissioner of the Metropolis at New Scotland Yard, Victoria Embankment, London, SW1A 2JL or MOPAC at 2nd Floor, City Hall, The Queen's Walk, More London, London, SE1 2AA, or at its new principal/ head office (as applicable).

30.4 Any such demand, notice or communication shall be deemed to have been duly served:

30.4.1 if given by e-mail it will be deemed to have been served, subject to **clause 30.4.1.1** below, at the time of sending the e-mail, , 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 30.4.1** and **clause 30.4.1.1**;

30.4.1.1 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;

30.4.2 if sent to that party's address by pre-paid first class post, or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9.00am on the next Business Day after the date of posting;

30.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in **clause 30.4.2**), at the time of signature of receipt of delivery;

30.4.4 if sent by facsimile to that party's facsimile number, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report,

provided that if a notice is deemed to be served before 9am on a Business Day it will be deemed to be served at 9am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 4pm on a Business Day it will be deemed to be served at 9am on the immediately following Business Day.

30.5 To prove service of a notice it will be sufficient to prove that the provisions of **clause 30.4** were complied with.

31. **ASSIGNMENT AND SUCCESSORS**

31.1 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.

31.2 This Agreement will be binding on and will ensure to the benefit of the parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by the successor body.



32. **WAIVER**

- 32.1 The failure or delay by a Party 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 or further exercise of it or the exercise of any other right, power or remedy.
- 32.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 32.3 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.

33. **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.

34. **INVALIDITY/SEVERABILITY**

- 34.1 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 the laws of the jurisdiction.
- 34.2 If the Parties cannot agree upon the terms of any amendment or novation within 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.

35. **VARIATION**

- 35.1 The terms of, or the Schedules, to this Agreement may be varied (but at all times in accordance with Legislation) in the following circumstances:
- 35.1.1 the terms of the agreement may only be varied with the consent of all of the Parties to this Agreement and the Secretary of State; or
- 35.1.2 any Schedule to this agreement may be varied, replaced, or removed with the consent of the Strategic Board and where that schedule impacts on a Host Force, in consultation and agreement with that applicable Host Force; or
- 35.1.3 as a result of a statutory direction from the Secretary of State.
- 35.2 Any Party proposing a variation to this Agreement shall present such proposal to all the Parties or to the Strategic Board for consideration. Any Party proposing a variation to this Agreement shall ensure that sufficient information is provided to allow all the Parties or the Strategic Board to consider such variation and the Strategic Board shall respond to such request within a reasonable period of time.

36. **NOVATION AND ADDITIONAL PARTIES**

- 36.1 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.
- 36.2 This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

36.3 The Host Force shall be entitled to sub-contract the provision of the Support Services to another person, subject to compliance with the provisions of **clause paragraph 3 of Schedule 7**.

36.4 If it is agreed by the Strategic Board following the date of this Agreement that there are any other entities or other national policing units who should become a party to this Agreement (either in addition to or in substitution for the original parties to this Agreement) the Parties shall amend the provisions of this Agreement in order to allow such other parties to enter into the terms of this Agreement.

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

37.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

37.2 **Clause 37.1** does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to her under the terms of this agreement and the Parties commit to act in a manner consistent with this.

38. **ENTIRE AGREEMENT**

38.1 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.

38.2 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 either party would otherwise have to the other 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.

39. **EXECUTION OF DOCUMENTS**

Each Party agrees to execute such further documents and take such actions or do such things as may be reasonably requested by the other Parties (and at the expense of the Party making the request) to give full effect to the terms of this Agreement.

40. **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 the Dispute Resolution Procedure each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

41. **CONTINUANCE IN FORCE**

41.1 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.

41.2 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.

41.3 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.

42. **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**

### **SCOPE OF COUNTER TERRORISM AND ALLIED MATTERS**

- 1. Activities to be provided pursuant to this Agreement**
- 1.1 The activities to be undertaken under the provisions of this Agreement are set out in the Counter Terrorism Policing Grant as Grant Deliverables.
- 1.2 Counter Terrorism Policing Grant is allocated on an annual basis (on the basis of advice from the Counter Terrorism Coordination Committee on behalf of Chief Constables' Council). It is allocated to Local Policing Bodies (PCCs) (including Responsible Policing Bodies (Responsible PCCs)) for the delivery of Grant Deliverables. Each Responsible Policing Body (Responsible PCC) and Local Policing Body (PCC) is sent an agreement setting out terms and conditions. The letter describes the Grant Deliverables in general terms and sets out those Grant Deliverables to be delivered by that Responsible Policing Body (Responsible PCC) and Local Policing Body (PCC).
- 1.3 Counter Terrorism and Allied Matters should be interpreted in line with the annual Grant Letter. For the avoidance of doubt, this includes such other matters (beyond "Terrorism") which are commissioned to the Counter Terrorism Coordination Committee to coordinate the police response and which includes counter espionage, counter proliferation, counter insurgency, Official Secrets Acts, and war crimes. It does not include "protection" within the meaning of the Protective Security Grant.
- 1.4 The Responsible Policing Bodies (PCCs) (including the Local Policing Bodies (PCCs)) shall comply with the Counter Terrorism Policing Grant and shall deliver the Grant Deliverables.

## **SCHEDULE 2**

### **HEADQUARTERS FUNCTIONS**

#### **1. Functions**

- 1.1 One of the Parties shall provide headquarters services to the Counter Terrorism Coordination Committee, Strategic Board, ACSO, the Senior National Coordinator Pursue & Prevent and the Senior National Coordinator Protect & Prepare. These headquarters services shall be known as the National Counter Terrorism Policing Headquarters ("NCTP HQ").
- 1.2 These services shall be as indicated in the terms of Counter Terrorism Policing Grant and will include services to be provided in the following areas and in respect of which grant is given:
  - 1.2.1 National Coordinator Protect & Prepare;
  - 1.2.2 National Coordinator Prevent;
  - 1.2.3 Strategy, Performance, & Planning which includes:
    - 1.2.3.1 Working closely with the government and the Home Office to influence and determine the national strategy and policy for responding to threats of Terrorism and extremism;
    - 1.2.3.2 Developing proposals for the national CT Policing strategy;
    - 1.2.3.3 Developing relevant annual business plans and monitoring their delivery;
    - 1.2.3.4 Developing and maintaining an appropriate performance framework and monitoring performance;
    - 1.2.3.5 Liaising with other partners;
    - 1.2.3.6 drafting and communicating policy and guidance;
  - 1.2.4 Strategic Finance, which includes:
    - 1.2.4.1 Preparing an annual and a five year plan for the allocation of capital and revenue for the delivery of Counter Terrorism and Allied Matters for consideration by the Counter Terrorism Coordination Committee; (Decisions on Counter Terrorism Policing Grant are made by the Security Minister);
    - 1.2.4.2 Administration of specific grants provided by the Home Office;
    - 1.2.4.3 Monitoring the use of budgets and providing regular reports on a quarterly basis;
  - 1.2.5 Strategic Human Resources;
  - 1.2.6 Strategic Information & Communication Technologies;
  - 1.2.7 Projects & Programmes;
  - 1.2.8 Compliance & Assurance;
  - 1.2.9 Communications; and
  - 1.2.10 Local Support Services.

- 1.3 NCTP HQ will maintain effective governance arrangements making use of national boards to ensure there is scrutiny and accountability in respect of the performance and funding of response to Terrorism and Allied Matters.
- 1.4 NCTP HQ will provide advice to Chief Constables' Council (on Counter Terrorism and Allied Matters), the Counter Terrorism Coordination Committee, Strategic Board, and other boards as required;
- 2. The Service Level Agreement will set out how the functions listed above will be delivered in line with **clause 12**.

## **SCHEDULE 3**

### **COORDINATION FUNCTIONS**

1. **The two Senior National Coordinators will be supported by officers and staff of a Host Force to assist in the discharge of the following functions:**
  - 1.1 coordinate the response to Terrorism and Allied Matters including intelligence gathering and decisions about deployment of Assets and Resources, the implementation of plans for deployment of Assets and Resources and conduct of investigations;
  - 1.2 prioritise the demand for the use and deployment of Counter Terrorism Assets and Resources taking account of plans approved by the Counter Terrorism Coordination Committee;
  - 1.3 ensure that a meeting takes place between the Senior National Coordinator Pursue & Prevent and the Senior National Coordinator Protect & Prepare monthly, or more frequently as required, to ensure the effective management and oversight of CT activities
  - 1.4 ensure that monthly communication takes place between Responsible Chief Officers;
  - 1.5 ensure that a meeting takes place monthly, or more frequently as required, with the Senior National Coordinator Pursue & Prevent and/or the Senior National Coordinator Protect & Prepare, and with the Security Service to review the requirements needed to respond effectively to threats of Counter Terrorism and Allied Matters;
  - 1.6 ensure that appropriate resources and communication tools are available and made use of including IT systems;
  - 1.7 establish and publicise a communications protocol for use by the Parties to this Agreement;
  - 1.8 a lead role in liaising with other partners in facilitating the deployment of Counter Terrorism Assets and Resources, the strategic review about the availability and adequacy of technical and operational Assets and Resources and forward planning for the allocation of Assets and Resources;
  - 1.9 meet regularly with specialists and experts to review and analyse current trends and development of strategies to respond to threats of Counter Terrorism and Allied Matters;
  - 1.10 work closely with the government and Home Office;
  - 1.11 provide advice in relation to the senior counter terrorism leadership team;
  - 1.12 to act in emergency circumstances and monitor the operational resilience of the Counter Terrorism Network;
  - 1.13 to develop the future requirements of the arrangements for consideration by the Strategic Board; and
  - 1.14 consider and evaluate new operational requirements to support the arrangements for national Counter Terrorism Policing and Allied Matters.

## SCHEDULE 4

### ACCOUNTABILITY AND GOVERNANCE

1. The governance arrangements in respect of this Agreement are set in the context of the legal framework for policing in England and Wales as set out in the Police Act 1996 and the Police Reform and Social Responsibility Act 2011. They also exist within the context of well-established non-statutory arrangements of Chief Constables' Council, the Counter Terrorism Coordination Committee, and the governance arrangements in place as a result of the Government's Counter Terrorism Strategy, CONTEST.
2. These existing governance arrangements describe the process for decision-making to ensure that the response to National Counter Terrorism and Allied Matters is coordinated efficiently across the relevant Police Forces, that there is accountability in respect of decisions which are made, that funding is deployed in accordance with principles of best value and there is appropriate oversight of the delivery of projects and policy which support and enhance the work of the national Counter Terrorism Policing and partner organisations.
3. The governance arrangements for this Agreement reflect the objectives of Section 22A of the Police Act 1996 which enable and encourage co-operation and collaboration between the parties to this Agreement. The arrangements described in this schedule are intended to reflect current best practice, align with decision making processes which are established within Police Forces and the offices of Police & Crime Commissioners.
4. These governance arrangements are for the benefit of the Parties to this Agreement and are also intended to reflect the fact that the Parties to this Agreement deliver Counter Terrorism Activities and Allied Matters to all Police Forces in England and Wales, Scotland and Northern Ireland and in an international context.
5. **Governance Structure**
- 5.1 The arrangements shall operate within partnership values and the governance structure described below with the roles and responsibilities described for the Strategic Board.
6. **Role of the Strategic Board**
- 6.1 The role of Strategic Board is:
  - 6.1.1 to oversee the delivery of the provisions of this collaboration agreement;
  - 6.1.2 to ensure that the responsibilities set out in **clauses 5** (Expectations of all Parties to this Agreement), **5.12** (Particular Expectations and Requirements of Responsible Policing Bodies (Responsible PCCs)), and **7** (Particular Expectations and Requirements of Responsible Chief Officers) are fulfilled.
  - 6.1.3 to examine the annual Counter Terrorism Policing Grant setting process so as to ensure that the best value is achieved across the Police Forces for the Responsible Policing Bodies and the Responsible Chief Officers;
  - 6.1.4 to consider performance of Counter Terrorism Activities of Police Forces against the national plan approved by the Counter Terrorism Coordination Committee;
  - 6.1.5 to ensure that the implementation of national strategy and policy within the Police Forces for the Responsible Policing Bodies and Responsible Chief Officers is consistent, efficient and effective;
  - 6.1.6 to ensure the provision of the Counter Terrorism Activities are managed in accordance with this Agreement.
  - 6.1.7 to demonstrate accountability, value for money, effectiveness and efficiency and that suitable arrangements are in place for performance management of the Counter Terrorism Activities;
7. **Partnership Values**



- 7.1 The following values and principles will underpin the governance arrangements:
- 7.1.1 openness, communication, trust and information sharing on a formal and informal basis in a timely fashion;
  - 7.1.2 creating open dialogue between the Parties to discuss and resolve issues arising;
  - 7.1.3 developing agreed and clearly understood mutual objectives;
  - 7.1.4 ensuring common objectives are clearly communicated, recorded and understood and recognising any changes to those objectives. This includes ensuring decisions are made and properly recorded;
  - 7.1.5 working together to anticipate potential problems and enable the taking of preventative action, where appropriate;
  - 7.1.6 ensuring there is commitment to sound performance management and reporting, including managing change and risk and that the agreement develops and changes to meet the constantly changing demands needed to respond appropriately to threats of Terrorism and responding to Allied Matters; and
  - 7.1.7 taking account of the Public Sector Equality Duty and the need to meet the parties commitments to diversity and equality of opportunity for its employees and those to whom services are provided.
- 7.2 The terms of reference for the Strategic Board shall be reviewed on an annual basis.
- 7.3 The Strategic Board shall be supported with a secretariat function supplied from the National Counter Terrorism Policing Headquarters.
- 7.4 The Strategic Board will meet at least every six months and by exception where required.

## **8. Membership**

- 8.1 Each Party to this Agreement and the Secretary of State or their nominated representative shall be a member of the Strategic Board (save in relation to those Responsible Chief Officers and Responsible Policing Bodies who are a party to a Local Collaboration Arrangement where only the Nominated Chief Officer and the Nominated Policing Body shall be a member of the Strategic Board).
- 8.2 The Strategic Board shall comprise of a representative of each Party to this Agreement (save in relation to those Responsible Chief Officers and Responsible Policing Bodies who are a party to a Local Collaboration Arrangement where only the Nominated Chief Officer and the Nominated Policing Body shall be a member of the Strategic Board) and the Strategic Board may agree to invite other non voting parties to the meeting to observe and contribute to discussions.
- 8.3 Each member of the Strategic Board may nominate one substitute member to attend any meeting of the Strategic Board in their place (their 'Substitute Representative') provided this is an individual of appropriate seniority to themselves and subject to prior written notification being given to the Chair of the Strategic Board. For the avoidance of doubt, a member of the Strategic Board (or their substitute representative) may also be the substitute representative for one or more other member(s) of the Strategic Board subject to the same requirement for prior written notification in respect of each substitute.
- 8.4 The Strategic Board shall elect a chair and deputy chair from the Parties to this agreement.
- 8.5 The Secretary of State (or their substitute representative) shall not have voting rights.

## **Proceedings and Meetings**

- 8.6 Meetings of the Strategic Board will take place at a suitable venue and at a time to be set by the chair.

- 8.7 Members or their substitute representative may attend via teleconferencing. Teleconferencing may be by sound only or by video and sound.
- 8.8 The quorum of the meeting shall be:
- 8.8.1 at least seven members of the Strategic Board who are entitled to attend and shall include at least three Chief Officers and three Police & Crime Commissioners (including MOPAC) or their substitute representative, appointed in accordance with the arrangements in 8.3 above; and
- 8.8.2 the chair or deputy chair elected under 8.4 above and who shall count towards one of the seven members in 8.8.1 above.
- 8.9 The quorum shall be calculated on the basis of persons entitled to vote actually attending, whether in person or by teleconferencing.

### **Voting**

- 8.10 Any matter will be decided by a simple majority of those voting members of the Strategic Board who are attending the meeting. In the event of an equality of votes the Chair shall have a second or casting vote. Before exercising a second or casting vote the Chair shall consider whether it is appropriate to defer the matter to the next meeting of the Strategic Board.
- 8.11 A member appointed as substitute representative shall have the same voting rights as the member(s) for whom he/she is substituting and who does not attend. Where the Appointed Member attends, the substitute representative shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.
- 8.12 The Chair will take a vote by a show of hands, or if there is no dissent, by the affirmation of the meeting.

### **Minutes**

- 8.13 The Strategic Board shall arrange for agendas to be circulated in advance of the meeting and for minutes to be kept and maintained. They should be published, except to the extent provided for under the Freedom of Information Act.

## **SCHEDULE 5**

### **DISPUTE RESOLUTION**

#### **1. DISPUTE RESOLUTION**

- 1.1 Any dispute arising in relation to Hosted Services shall be dealt with in the dispute resolution process included in the applicable service level agreement. Any other dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule**. 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.
- 1.2 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:
  - 1.2.1 The Chair of Strategic Board and other members of the Strategic Board shall initially seek to resolve any dispute between the Parties;
  - 1.2.2 If the matter cannot be resolved in accordance with paragraph 1.2.1, the matter will be referred to the Counter Terrorism Coordination Committee to resolve the dispute;
  - 1.2.3 If the matter cannot be resolved in accordance with paragraph 1.2.2 of this Schedule within 14 days, the Chair of the Counter Terrorism Coordination Committee shall invite one Party to initiate a mediation.
- 1.3 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this **Schedule**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.4 The procedure in the Model Procedure will be amended to take account of:
  - 1.4.1 any relevant provisions in this Agreement; and
  - 1.4.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.5 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).
- 1.6 The mediation will start no later than 21 days after the date of the ADR Notice.
- 1.7 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule** is being applied.

## SCHEDULE 6

### REGIONAL FORCES

- 2. **Local Police Forces Grouped According To Their Respective 'Regional' Responsible Force**
- 2.1 The Chief Officers and Police and Crime Commissioners in England and Wales are set out below in their regional collaborative groups. Where a group has entered into a Local Collaboration Arrangement, such Parties are indicated with a \* and the Nominated Chief Officer and Nominated Policing Body, if appointed as at the date of this Agreement, is identified.
- 2.2 **The Chief Constable of Avon & Somerset Constabulary and the Police and Crime Commissioner for Avon & Somerset**
  - 2.2.1 The Chief Constable of Devon & Cornwall Constabulary and the Police and Crime Commissioner for Devon & Cornwall
  - 2.2.2 The Chief Constable of Dorset Police and the Police and Crime Commissioner of Dorset
  - 2.2.3 The Chief Constable of Gloucestershire Constabulary and the Police and Crime Commissioner for Gloucester
  - 2.2.4 The Chief Constable of Wiltshire Police and the Police and Crime Commissioner for Wiltshire
- 2.3 **The Chief Constable of Bedfordshire Police and the Police and Crime Commissioner for Bedford Police**
  - 2.3.1 The Chief Constable of Cambridgeshire Constabulary and the Police and Crime Commissioner for Cambridgeshire
  - 2.3.2 The Chief Constable of Essex Police and the Police and Crime Commissioner for Essex
  - 2.3.3 The Chief Constable of Hertfordshire Constabulary and the Police and Crime Commissioner for Hertfordshire
  - 2.3.4 The Chief Constable of Norfolk Constabulary and the Police and Crime Commissioner for Norfolk
  - 2.3.5 The Chief Constable of Suffolk Constabulary and the Police and Crime Commissioner for Suffolk
- 2.4 **The Chief Constable of Derbyshire Constabulary (Nominated Chief Officer) and the Police and Crime Commissioner for Derbyshire (Nominated Policing Body)\***
- 2.5 **The Chief Constable of Leicestershire Constabulary and the Police and Crime Commissioner for Leicester\***
- 2.6 **The Chief Constable of Lincolnshire Police and the Police and Crime Commissioner for Lincolnshire\***
- 2.7 **The Chief Constable of Northamptonshire Police and the Police and Crime Commissioner for Northamptonshire\***
- 2.8 **The Chief Constable of Nottinghamshire Police and the Police and Crime Commissioner for Nottinghamshire\***

- 2.9      **The Commissioner of Police of the Metropolis and the Mayor's Office for Policing and Crime**
  - 2.9.1      The Chief Constable of the City of London Police and the Police and Crime Commissioner for the City of London
- 2.10     **The Chief Constable of Thames Valley Police and the Police and Crime Commissioner for Thames Valley Police**
  - 2.10.1     The Chief Constable of Hampshire Constabulary and the Police and Crime Commissioner for Hampshire
  - 2.10.2     The Chief Constable of Kent Police and the Police and Crime Commissioner for Kent
  - 2.10.3     The Chief Constable of Surrey Police and the Police and Crime Commissioner for Surrey
  - 2.10.4     The Chief Constable of Sussex Police and the Police and Crime Commissioner for Sussex
- 2.11     **The Chief Constable of West Midlands Police and the Police and Crime Commissioner for West Midlands Police**
  - 2.11.1     The Chief Constable of Staffordshire Police and the Police and Crime Commissioner for Stafford
  - 2.11.2     The Chief Constable of Warwickshire Police and the Police and Crime Commissioner for Warwick
  - 2.11.3     The Chief Constable of West Mercia Constabulary and the Police and Crime Commissioner for West Mercia
- 2.12     **The Chief Constable of West Yorkshire Police and the Police and Crime Commissioner for West Yorkshire Police**
  - 2.12.1     The Chief Constable of Cleveland Police and the Police and Crime Commissioner for Cleveland
  - 2.12.2     The Chief Constable of Durham Constabulary and the Police and Crime Commissioner for Durham
  - 2.12.3     The Chief Constable of Humberside Police and the Police and Crime Commissioner for Humberside
  - 2.12.4     The Chief Constable of Northumbria Police and the Police and Crime Commissioner for Northumbria
  - 2.12.5     The Chief Constable of North Yorkshire Police and the Police and Crime Commissioner for North Yorkshire
  - 2.12.6     The Chief Constable of South Yorkshire Police and the Police and Crime Commissioner for South Yorkshire
- 2.13     **The Chief Constable of Greater Manchester Police and the Police and Crime Commissioner for Greater Manchester Police**
  - 2.13.1     The Chief Constable of Cheshire Constabulary and the Police and Crime Commissioner for Cheshire
  - 2.13.2     The Chief Constable of Cumbria Constabulary and the Police and Crime Commissioner for Cumbria

- 2.13.3 The Chief Constable of Lancashire Constabulary and the Police and Crime Commissioner for Lancashire
- 2.13.4 The Chief Constable of Merseyside Police and the Police and Crime Commissioner for Merseyside
- 2.14 **The Chief Constable of South Wales Police and the Police and Crime Commissioner of South Wales Police**
  - 2.14.1 The Chief Constable of Dyfed Powys Police and the Police and Crime Commissioner for Dyfed Powys
  - 2.14.2 The Chief Constable of Gwent Police and the Police and Crime Commissioner for Gwent
  - 2.14.3 The Chief Constable of North Wales Police and the Police and Crime Commissioner for North Wales

## SCHEDULE 7

### PARTICULAR ARRANGEMENTS IN RELATION TO HOSTED FUNCTIONS

1. HOSTING ARRANGEMENTS IN RELATION TO THE SUPPORT SERVICES
  - 1.1 Without prejudice to the provisions of **clause 12**, a Host Force shall be responsible for holding Assets, property, contracts, finance and ICT, providing Support Services, providing appropriate accommodation, and employing staff as further detailed in the remaining provisions of this Schedule and in the relevant Service Level Agreement, and as determined in accordance with the budget setting process, Grant Deliverables and governance arrangements as required by the Counter Terrorism Coordination Committee and the Strategic Board.
  - 1.2 Notwithstanding the provisions of **clause 19**, if a Host Force wishes to withdraw from its role as a host force, that Host Force shall inform the Chair of the Counter Terrorism Coordination Committee and serve a notice to the Counter Terrorism Coordination Committee setting out that it wishes to cease the hosting arrangement and the reason for this.
  - 1.3 Subject to the provision that any Liabilities that a Host Force incurs in carrying out the Support Services and other hosting activities set out in **clause 12 and paragraph 1 of this Schedule** shall be dealt with in accordance with **paragraph 7 of Schedule 7**, from the Effective Date, each Host Force shall provide Support Services in accordance with:
    - 1.3.1 the relevant Service Level Agreement;
    - 1.3.2 Legislation;
    - 1.3.3 value for money;
    - 1.3.4 Good Practice; and
    - 1.3.5 such other standards as are agreed between the Parties from time to time.
  - 1.4 Any contracts to be entered into in connection with the Support Services shall comply with the provisions of **paragraph 3 of this Schedule**.
  - 1.5 The Parties agree that:
    - 1.5.1 a 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:
      - 1.5.1.1 the Host Force shall use reasonable endeavours to procure that any incoming provider shall comply with the standards set out in the Service Level Agreement and shall use reasonable endeavours to maintain the standard of the Support Services that are provided to the Counter Terrorism Coordination Committee and to support the provisions of this Agreement; and
      - 1.5.1.2 the Host Force shall consult with the Chair of the Counter Terrorism Coordination Committee (with any disputes being resolved by the Chair of NPCC), wherever reasonably practicable, in relation to the appointment of any incoming provider and the impact that this might have upon the provision of the Support Services and the cost of providing the Support Services.
  - 1.6 A Host Force shall provide such Support Services as funded through Counter Terrorism Policing Grant (or such other Grants that fund similar services).

1.7 Any amendments to a Service Level Agreement must be agreed between the Host Force and the Chair of the Counter Terrorism Coordination Committee.

1.8 Any Liabilities that a Host Force incurs due to it carrying out its obligations in this **paragraph 1 of this Schedule** (including any breakage costs or other 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 **paragraph 7 of Schedule 7**.

## 2. **POLICIES**

2.1 The Parties agree that all staff and officers delivering Grant Deliverables within a relevant Host Force pursuant to **clause 12** (including those staff within the NCTPHQ) shall comply with all the policies and procedures of the relevant Host Force unless the Chair of the Counter Terrorism Coordination Committee can demonstrate to the relevant Host Force that the applicable policy is not conducive to the functions of this Agreement in which case the Chair of the Counter Terrorism Coordination Committee and the relevant Host Force shall agree any appropriate amendments or derogations from such policies. These shall be recorded in the relevant Service Level Agreement.

2.2 The Parties agree that the Responsible Chief Officer of a Host Force shall be responsible for compliance with Health & Safety in relation to the staff and officers delivering Hosted Services within a relevant Host Force, and that the staff and officers delivering the Hosted Services shall comply with the relevant Host Force policies and safety governance arrangements in respect of Health & Safety.

2.3 Any Liabilities that a Host Force incurs due its obligations in this paragraph 2 shall be dealt with in accordance with **paragraph 7 of Schedule 7**.

## 3. **CONTRACTS**

3.1 The Parties agree that a Host Force shall enter into any contracts which are required for the hosting of the arrangements under this Agreement as described in **paragraph 1 of this Schedule**,

3.2 A Host Force shall comply with its obligation to ensure that any contracts are entered into on value for money principles.

3.3 The Parties agree that the Chair of the Counter Terrorism Coordination Committee shall agree with the Host Force the contracts which are required to be entered into to meet the functions set out in this Agreement which shall be referred to as the "Counter Terrorism Contracts."

3.4 Where a Host Force enters into a Counter Terrorism Contract, that Counter Terrorism Contract shall be entered into in the name of the relevant Responsible Policing Body.

3.5 Where a Responsible Policing Body is entering into a contract solely for the benefit of the Counter Terrorism Coordination Committee and not in relation to any wider services to be provided to the relevant host force:

3.5.1 the Host Force shall in consultation with the Chair of the Counter Terrorism Coordination Committee finalise the terms of the Counter Terrorism Contract with the relevant supplier within the arrangements agreed between the Host Force and the Counter Terrorism Coordination Committee and shall ensure that such Counter Terrorism Contracts are on reasonable commercial terms;

3.5.2 a Responsible Policing Body shall enter into the relevant Counter Terrorism Contract in accordance with the applicable scheme of governance (which shall be compliant with procurement legislation);

3.5.3 a Host Force shall comply with the terms of each Counter Terrorism Contract; and



- 3.5.4 any amounts payable under the Counter Terrorism Contracts shall be paid from Counter Terrorism Policing Grant.
- 3.6 The Chair of the Counter Terrorism Coordination Committee shall keep the demand for resources required for the purposes of this Agreement under regular review to ensure that the Counter Terrorism Coordination Committee can carry out its functions as set out in the Agreement. If additional resources are required, or the requirement for resources reduces, the Chair of the Counter Terrorism Coordination Committee shall seek to agree the level of resources required subject to the approval of the Strategic Board.
- 3.7 Any Liabilities that a Host Force incurs due to it carrying out its obligations in this **Schedule** shall be dealt with in accordance with **paragraph 7 of Schedule 7..**
4. **ASSETS**
- 4.1 In relation to hosted functions, a Host Force shall:
- 4.1.1 ensure that the relevant Responsible Policing Body is the legal owner of all such Hosting Assets;
- 4.1.2 be responsible for the maintenance and repair of such Hosting Assets, the cost of which shall be reimbursed to the relevant Host Force from the Counter Terrorism Policing Grant and in accordance with the relevant Service Level Agreement;
- 4.1.3 not dispose of any Hosting Assets without the consent of the Chair of the Counter Terrorism Coordination Committee.
- 4.2 If any new Hosting Assets are required, the following procedure shall apply:
- 4.2.1 The Chair of the Counter Terrorism Coordination Committee shall be responsible for identifying if any new Hosting Assets are required and the details of the Hosting Assets which are required;
- 4.2.2 A Host Force shall be responsible for purchasing such agreed new Hosting Assets and the maintenance of such Hosting Assets which shall be funded from the Counter Terrorism Policing Grant; and
- 4.2.3 The Host Force shall comply with its own policies in acquiring any new Hosting Assets.
- 4.3 A Host Force shall maintain a Hosting Asset register throughout the duration of the Agreement setting out the list of Hosting Assets, the date of purchase of the relevant Hosting Asset, the location of the Hosting Asset and any other information required for accounting purposes.
- 4.4 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this **paragraph 4 of Schedule 7** shall be dealt with in accordance with **paragraph 7 of Schedule 7.**
5. **COMPLAINTS**
- 5.1 If any complaint or enquiry relates to individuals carrying out the NCTPHQ functions or other hosted functions set out in clause 12, is made to any Party to this Agreement (formally, informally, to the external auditor, the Ombudsman, the Strategic Board or the Counter Terrorism Coordination Committee) this shall be referred to the Chief Officer of the relevant Host Force, as appropriate and the Parties shall cooperate fully in dealing with such complaints and shall cooperate in responding to any enquiries made by an external regulatory body including the Local Government Ombudsman or the external auditor.

## 6. **INSURANCE**

- 6.1 Each Host Force shall maintain insurance in relation to its provision of the Hosted Services with insurers of good standing and good repute which shall include as a minimum insurance required by the Employers Liability Act and the Road Traffic Act and such insurance as it deems appropriate at the time which are made available for the purposes of this Agreement. Any Liabilities that arise in relation to this **paragraph 6 of this Schedule**, including any relevant insurance premiums and/or uninsured excesses, shall be dealt with in accordance with **paragraph 7 of this Schedule**.
- 6.2 The Host Force may change the levels of excess, limits of cover and terms of the insurances taken out pursuant to **paragraph 6 of this Schedule** from time to time. The Host Force shall provide evidence of insurance and details of the levels of excess, limits of cover and terms of the insurances to the Strategic Board within a reasonable period of a request being received.

## 7. **LIABILITIES**

### **Agreed share of Liabilities in relation to the hosting of this Agreement**

- 7.1 Subject to the remaining provisions of this **paragraph 7 of Schedule 7** and in particular **paragraph 7.6**, the Parties agree that if a Liability arises in relation to the hosting of this Agreement as described in **clause 12 and this Schedule 7** (which shall include any Liabilities of the Host Force arising out of the hosting and Support Services arrangements contemplated by this Agreement) such Liability shall be shared between the Responsible Policing Bodies in accordance with a Fair and Reasonable Proportion (as defined in **clause 23.4.5**). As the Host Force is providing the hosting services on a non-profit making basis and for the mutual benefit of the Parties and in order to assist in the functions being performed pursuant to the terms of this Agreement, the Parties agree that the Host Force shall not be solely liable for the Counter Terrorism Activities and Allied Matters or the hosting arrangement and that, save as set out in **clauses 23, clause 24** all Liabilities arising in relation to this Agreement shall be shared between the Responsible Policing Bodies in a Fair and Reasonable Proportion (as defined in **clause 23.4.5**) of the Liability as set out in **this paragraph 7 of Schedule 7**.
- 7.2 The Liability of the Host Force shall be as follows:
- 7.2.1 Provided that the Host Force has acted in good faith or in accordance with the reasonable and lawful instructions and decisions made by the Chief Constables Council, the Chair of the Counter Terrorism Coordination Committee and the Strategic Board (as applicable), the Host Force shall have no further Liabilities to the Parties other than its Fair and Reasonable Proportion (as defined in **clause 23.4.5**) of any share of Liabilities as set out under the terms of this Agreement. 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 the hosting arrangement in **paragraph 3 of this Schedule 7** in breach of Legislation or in breach of a statutory duty;
- 7.2.2 The Host Force shall be solely responsible for a Liability where the Strategic Board is able to prove that such Liability has arisen as a result of the Host Force not acting in accordance with good faith or not acting upon or in compliance with the reasonable and lawful instructions or decisions of the Chief Constables Council, the Chair of the Counter Terrorism Coordination Committee or the Strategic Board (as applicable);
- 7.2.3 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 all reasonable endeavours to pursue such claim against a third party.

### **Agreed Liabilities in relation to the Counter Terrorism Coordination Committee and NCTPHQ**

- 7.3 Subject to clause 23, 24, paragraph 7.1 and paragraph 7.6 of this Schedule 7, if a Responsible Chief Officer becomes liable for the acts, omissions or negligence of a member of its Police Staff or a Police Officer under its Direction and Control while such Police Officer or member of Police Staff is seconded or attached or forming part of the decision making body for the Counter Terrorism Coordination Committee or NCTPHQ, each Responsible Policing Body shall be required to indemnify the Responsible Policing Body with Direction and Control of that Police Officer or member of Police Staff for a Fair and Reasonable Proportion (as defined in **clause 23.4.5**) of the Liability incurred by that Responsible Policing Body or Responsible Chief Officer (as appropriate).
- 7.4 If a Liability arises in relation to the acts, omissions or negligence of the Chair of the Counter Terrorism Committee (which shall be initially borne by the Responsible Chief Officer with Direction and Control of the Chair of the Counter Terrorism Committee) then as the Counter Terrorism Committee is one of the sub-committees established pursuant to the terms of the NPCC Collaboration Agreement such Liability shall be shared between the parties to the NPCC Collaboration Agreement pursuant to clause 21.2 of the NPCC Collaboration Agreement.
- 7.5 The relevant Responsible Police Officer who employs the Chair of the Counter Terrorism Coordination Committee or the Senior National Coordinator Pursue & Prevent, or the Senior National Coordinator Protect & Prepare, shall remain solely responsible for any employment law liabilities in relation to such persons and such Liabilities shall not be shared between the remaining Parties to this Agreement.

#### **Recovery of Liabilities through the Counter Terrorism Policing Grant**

- 7.6 Prior to any Liabilities being shared between the Responsible Policing Bodies pursuant to **paragraphs 7.1 7.3 or 7.4 of this Schedule 7**, where the parties consider it may be possible and appropriate, and to the extent that such Liability can be recovered from the Counter Terrorism Policing Grant, the Parties shall request that the NCTPHQ, or otherwise agreed Party, enter into discussions with the Home Office in order to recover such Liabilities through the Counter Terrorism Policing Grant;

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by \_\_\_\_\_ )

duly authorised to sign for and on behalf of \_\_\_\_\_ )

**THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET**

in the presence of: \_\_\_\_\_ )

Witness signature:

Name:

Address:

Occupation

SIGNED by \_\_\_\_\_ )

duly authorised to sign for and on behalf of \_\_\_\_\_ )

**THE CHIEF CONSTABLE FOR AVON AND SOMERSET CONSTABULARY**

in the presence of: \_\_\_\_\_ )

Witness signature:

Name:

Address:

Occupation:

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under  
Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at  
the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR BEDFORDSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

---

## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR DERBYSHIRE CONSTABULARY**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR LEICESTERSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR LINCOLNSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation



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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR NORTHAMPTONSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR NOTTINGHAMSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by \_\_\_\_\_ )

duly authorised to sign for and on behalf of \_\_\_\_\_ )

**THE POLICE AND CRIME COMMISSIONER FOR GREATER MANCHESTER**

in the presence of: \_\_\_\_\_ )

Witness signature:

Name:

Address:

Occupation

SIGNED by \_\_\_\_\_ )

duly authorised to sign for and on behalf of \_\_\_\_\_ )

**THE CHIEF CONSTABLE FOR GREATER MANCHESTER POLICE**

in the presence of: \_\_\_\_\_ )

Witness signature:

Name:

Address:

Occupation

---

A Collaboration Agreement – National Counter Terrorism Police  
Services - Version 1.0

Mae Cytundeb Cydweithio - Gwasanaethau Heddlu Gwrthderfysgaeth  
Cenedlaethol - Fersiwn 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under  
Section 22A of the Police Act 1996

ytundeb Cydweithio Cenedlaethol yr Heddlu yn Ymwneud ag Counter Gweithgareddau  
Terfysgaeth Made O dan Adran 22A o Ddeddf yr Heddlu 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at  
the beginning of this Agreement. AS TYST nwylo'r gynrychiolwyr awdurdodedig y Partion ar y  
dyddiad a nodir ar ddechrau'r Cytundeb hwn .

SIGNED by / LLOFNODWYD gan )

duly authorised to sign for and on behalf of )  
briodol a awdurdodwyd i lofnodi ar gyfer ac ar ran

**THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES**

**DE CYMRU COMISIYNYDD HEDDLU A THROSEDD**

in the presence of / Ym mhresenoldeb: )

Witness signature / llofnod y tyst:

Name / Enw:

Address / Cyfeiriad:

Occupation / Galwedigaeth:

SIGNED by / LLOFNODWYD gan )

duly authorised to sign for and on behalf of )  
briodol a awdurdodwyd i lofnodi ar gyfer ac ar ran

**THE CHIEF CONSTABLE FOR SOUTH WALES POLICE**

**PRIF GWNSTABL HEDDLU DE CYMRU**

in the presence of / Ym mhresenoldeb: )

Witness signature / llofnod y tyst:

Name / Enw:

Address / Cyfeiriad:

Occupation / Galwedigaeth:

---

## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR THAMES VALLEY POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

---

## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR WEST MIDLANDS POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE FOR WEST YORKSHIRE POLICE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE MAYOR'S OFFICE FOR POLICING AND CRIME**

in the presence of: )

Witness signature:

Name:

Address:

Occupation

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMISSIONER OF POLICE OF THE METROPOLIS**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



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## A Collaboration Agreement – National Counter Terrorism Police Services - Version 1.0

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National Police Collaboration Agreement Relating to Counter Terrorism Activities Made Under  
Section 22A of the Police Act 1996

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at  
the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE NATIONAL POLICE CHIEFS' COUNCIL**

in the presence of: )

Witness signature:

Name:

Address:

Occupation