

Date December 2019

S.22A Collaboration Agreement – in relation to the Modern Slavery
Police Transformation Programme.

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THIS DEED OF AGREEMENT is made on

2019

BETWEEN THE FOLLOWING CHIEF OFFICERS

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

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

BETWEEN THE FOLLOWING COMMISSIONERS

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

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

BETWEEN THE FOLLOWING OTHER PARTIES

- (87) College of Policing
- (88) British Transport Police

(together the "Parties")

1. BACKGROUND

- 1.1 The Parties have agreed to collaborate with each other in relation to the extension and running of the Modern Slavery Police Transformation Programme which shall support police

forces in England and Wales to improve their response to Modern Slavery through the establishment of the Modern Slavery Teams ("the Programme") which shall be provided in accordance with and for the Term of this Agreement.

- 1.2 The Parties to this Agreement recognise that funding for the Programme is primarily provided through the Grant and that the Grant has certain terms and conditions attached to it which must be complied with by the Lead Force. The obligations contained in this Agreement shall not take precedence over the terms and conditions of the Grant and in the event of an inconsistency between the provisions of this Agreement and the provisions of the Grant, the provisions of the Grant shall take priority.
- 1.3 The Parties to this Agreement recognise that they collaborate together not just for themselves, but also for the benefit of other chief officers and chief constables who are not a party to this Agreement including in Scotland and in Northern Ireland and that the Chief Officers in Scotland and Northern Ireland shall be entitled to access and are entitled to engage with these teams for support in relation to Modern Slavery but the Lead Force shall have no obligation to provide the services to Scotland and Northern Ireland in the same way as it does for the other Forces under this Agreement.
- 1.4 This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables chief officers of the police and local policing bodies as defined in that Act 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.
- 1.5 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.
- 1.6 The Programme has been developed and this collaboration agreement is being entered into as a direct response to the recommendations to the police made within the Home Office 2016 Review of the Modern Slavery Act, HMICFRS 2017 Thematic Inspection of Modern Slavery and to support forces to respond to the 2019 Independent Review of the Modern Slavery Act.

2. **DEFINITIONS**

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

Definition	Interpretation
"Access to Information Legislation"	Means the Freedom of Information Act 2000 and/or any other applicable statutory public access to information regime, including the Environmental Information Regulations 2004 and the inspection of account rules, as may be replaced, supplemented or varied from time to time;
"Additional Party"	Means each of the British Transport Police and the College of Policing;
"Agreed Liability Share"	The share which each Policing Body or Additional Party (as appropriate) shall have in relation to a Liability as set out in Schedule 9 (Agreed Liability Share) which has been calculated based on each Forces formula funding allocation as a percentage of the total core funding allocation (2019/2020) as published by the Home Office on 13 December 2018;
"Agreement"	The terms of this agreement between the Parties and including each of the schedules to this Agreement;

Definition	Interpretation
"APACCE Agreement"	The agreement prepared by the Association of Policing and Crime Chief Executives for collaborations made under section 22 Police Act 1996
"APP"	Authorised Professional Practice;
"Approved Budget"	The: (a) budget set out in Schedule 6 (Budget) for the Financial Year 2019/2020; and (b) the budget agreed pursuant to clause 16.5 in relation to the Financial Year 2019/2020
"Association of Police and Crime Commissioners (APCC)"	The body that brings Police and Crime Commissioners together to help coordinate, reform, improve and provide value for money;
"Association of Policing and Crime Chief Executives (APACCE)"	The professional body which represents chief executives and other senior staff within the Offices of Police and Crime Commissioners (OPCCS);
"Assets"	All of those tangible and non-tangible assets (including property) which are required for the purposes of this Agreement and/or the Programme;
"Business Day"	A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
"CGI Group Inc (CGI)"	Private company contracted by the Home Office to manage and develop PND;
"Chair "	The person appointed to the role of the Chair of the Strategic Oversight Board from time to time who as at the date of this Agreement shall be the Police and Crime Commissioner for Devon and Cornwall Police;
"Chief Officer"	A chief officer of police as defined under section 101 Police Act 1996 (as amended) which shall include the Commissioner of Police for the Metropolis;
"College of Policing"	The professional body that supports the training and development of police officers and police staff;
"College of Policing's Authorised Professional Procedure"	The authorised professional procedure which is issued by the College of Policing;
"Commencement Date"	01 April 2019;
"Commissioner of Police for the Metropolis"	The police officer appointed to the role of The Commissioner of the Metropolitan Police Service from time to time;
"County Lines"	Operational policing term referring to urban gangs supplying drugs to suburban areas and market and coastal towns using children and vulnerable people;

Definition	Interpretation
"Continuous Professional Development (CPD)"	Process of tracking and documenting skills, knowledge and experience gained;
"Criminal Procedure and Investigations Act (CPIA)"	Criminal Procedure and Investigations Act 1996 and the Code of Practice contained therein;
"Crown Prosecution Service (CPS)"	Principal public agency for conducting criminal prosecutions in England and Wales;
"Child Sexual Exploitation (CSE)"	Form of child sexual abuse, where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity;
"Data Controller"	Shall have the meaning given to it the Data Protection Laws as defined in Schedule 10 (Data Sharing Schedule);
"Data Sharing Schedule"	The data sharing schedule in Schedule 10 (Data Sharing Schedule);
"Digital Case File (DCF)"	Electronic case file for submission to Crown Court Digital Case System;
"Direction and Control"	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 prescribed by Sections 9A & 10 Police Act 1996 (as amended));
"Duty to Notify (DTN)"	Duty to notify the Home Office of any individual encountered in England and Wales who is a suspected victim of slavery or human trafficking;
"Early Investigation Advice (EIA)"	Early investigative advice from CPS to the police, advising on lines of enquiry;
"Employing Chief Officer"	Has the meaning given to it in clause 11.2 ;
"Financial Year"	The financial year which commences on the 1st April in each year and ends on the 31 st March in each year;
"Force"	Means a Chief Officer and the Policing Body of a particular police force;
"Force Crime Registrar (FCR)"	Force Crime Registrar, responsible for overseeing compliance with the crime recording process. He or she is the final arbiter for the force when deciding whether or not to record a crime or make a decision cancel a crime;
"Force Intelligence Bureau (FIB)"	Police force function focusing on the handling and effective use of intelligence and the application of processes intrinsic to the national intelligence model;
"Governance Board"	The Strategic Oversight Board and the MS Programme Board which are referred to in Schedule 3 (Governance);

Definition	Interpretation
"Grant"	The grant of up to £3,100,000 (three million and one hundred thousand pounds) which shall be provided by the Home Office to the Lead Force in accordance with the provisions of the Grant Agreement and which shall be used to achieve the Objectives;
"Grant Agreement"	The grant agreement with reference "September 16067" which is entered into between the Home Office and the Lead Force for the provision of grant funding for the Programme as set out in Schedule 12 (Grant Agreement);
"Head of Insight and Analysis"	The Head of Insight and Analysis who is appointed by the Lead Force;
"Head of Operations and Development"	The Head of Operations and Development who is appointed by the Lead Force;
"Head of 4P Delivery & NRM"	The Head of 4P Delivery and NRM who is appointed by the Lead Force;
"Health and Safety"	All health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Environmental Protection Act 1990, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"Her Majesty's Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS)"	Has statutory responsibility for the inspection of the police forces, and since July 2017 the fire and rescue services, of England and Wales;
"Home Office"	The Secretary of State for the Home Department;
"Home Office Counting Rules (HOCR)"	National standard for the recording and counting of 'notifiable' offences recorded by police forces in England and Wales;
"Insight Team"	The work stream to be established for the Insight Team and referred to in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Part 1 of Schedule 5 (Terms of Reference);
"Intellectual Property Rights"	All intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in Know-How, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, 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;

Definition	Interpretation
"JSTAC"	The Joint Slavery and Trafficking Analysis Centre;
"Key Deliverables"	The Key Deliverables for the project which are set out in Schedule 11 (Modern Slavery Police Transformation Programme Key Deliverables & Critical Success Factors);
"Lead Chief Officer"	The Chief Officer of the Lead Force;
"Lead Force"	Devon and Cornwall Police;
"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;
"Liability"	All damages, costs, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses and uninsured losses), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
"Material"	All data, text, graphics, images and other materials or documents created, used or supplied for the purposes of the Programme by or for any of the Parties in connection with this Agreement;
"Metropolitan Police Service (MPS)"	The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;
"Modern Slavery (MS)"	The offence of holding a person to slavery or servitude, requiring performance of compulsory labour and arranging or facilitating travel of another person with a view to that person being exploited in accordance with the Modern Slavery Act 2015;
"Modern Slavery APCC Lead"	The Modern Slavery Association of Police and Crime Commissioner's lead who as at the date of this Agreement is the Police and Crime Commissioner of West Yorkshire Police or such other person who is appointed to that role from time to time;
"Modern Slavery Training Coordination Function"	The modern slavery coordination function as described in Part 1 of Schedule 5 (Terms of Reference);
"Modern Slavery Police Transformation Unit (MSPTU)"	The modern slavery police transformation unit which is comprised of the Insight Team, the Regional Transformation Team, the 4P Team and the National Training Coordination Function;

Definition	Interpretation
"Modern Slavery Regional Transformation Team"	The team which is described in Part 2 of Schedule 5 (Terms of Reference);
"Modern Slavery Team"	Each of the following teams for the purposes of the Programme: (a) 4P Team (b) Insight Team (c) Regional Transformation Team Further details of which are set out in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Schedule 5 (Terms of Reference);
"MOPAC"	The Mayor's Office for Policing and Crime;
"MSHTU"	Modern Slavery Human Trafficking Unit within the National Crime Agency;
"MS Programme Board"	The MS Programme Board as further described in paragraph 2 of Schedule 5 (Terms of Reference);
"NCA Tac Advisor"	The NCA tac advisor who is employed by NCA and located in key locations around the UK to provide an on call rota of tactical advice to police officers;
"NATMSN Host Force"	The office of the PCC for West Yorkshire who, as at the date of this agreement, is the Modern Slavery APCC lead;
"National Delivery Coordinator"	The National Delivery Coordinator who is appointed by the Lead Force;
"National Anti-Trafficking Modern Slavery Network (NATMSN)"	Network to bring together Police and Crime Commissioners from across England and Wales, the Independent Anti-Slavery Commissioner, The National Police Chief Council lead and the Home Office Modern Slavery Unit to discuss and improve the response to combat human trafficking and modern slavery;
"National Crime Agency (NCA)"	National law enforcement agency in the UK as defined in the Crime and Courts Act 2013;
"National Crime Recording Standard (NCRS)"	National standard, set by Home Office, for incident recording counting rules to ensure that all incidents, whether crime or non-crime, are recorded by police in a consistent and accurate manner;
"National Modern Slavery Threat Group"	The national modern slavery threat group which is chaired by the NPCC Modern Slavery Lead/Chief Constable of the Lead Force on behalf of the National Crime Agency and which co-ordinates the national law enforcement response to the threat of Modern Slavery;
"National Operations Database"	The database compiled by the Modern Slavery Police Transformation Unit from data submitted by the Parties;

Definition	Interpretation
"National Police Chiefs Council" (NPCC)"	The body that brings Police Chiefs together to help co-ordinate operations, reform, improve and provide value for money;
"National Referral Mechanism" (NRM)"	The framework for identifying victims of human trafficking or Modern Slavery and ensuring they receive the appropriate support;
"NRM Reform Programme Board"	A board hosted by the Home Office to allow partner agencies to provide input and review of reforms to the NRM and the referral process;
"National Strategic Intelligence Requirements" (NSIRs)"	The national strategic intelligence requirements which are set by the National Crime Agency as reviewed and updated from time to time;
"National Training Coordination Function"	The work streams to be established in relation to the coordination and delivery of training and referred to in Schedule 1 (Employment Model), Schedule 2 (Outline of Groups) and Part 1 of Schedule 5 (Terms of Reference);
"NPCC Modern Slavery Lead"	NPCC nominated Police Lead for Modern Slavery;
"Non-Government Organisation (NGO)"	Non-profit organization that operates independently of any government, typically one whose purpose is to address a social or political issue;
"Objectives"	The objectives for the Programme which are set out in clause 5.4 ;
"Office of Police and Crime Commissioner (OPCC)"	Office of Police and Crime Commissioner for a police force area in England and Wales as defined in Police Reform and Social Responsibility Act 2011;
"Organised Crime Group Management (OCGM)"	Coordination and support of Organised Crime Group Management and activities within a force area or region;
"Organised Immigration Crime (OIC)"	Criminal groups involved in people smuggling in several different ways, including producing and supplying false travel documentation and smuggling people to Europe and the UK;
"Participating Bodies"	Each of: (a) each ROCU Host Force; (b) the Commissioner of Police for the City of London and the Mayor's Office for Policing and Crime; (c) The Police and Crime Commissioner for West Yorkshire;
"Phase 4 of the Modern Slavery Transformation Programme"	The extension of the delivery and operational stage of the Programme by one year 2019/20;
"Police Force"	As defined by section 101 of the Police Act 1996;

Definition	Interpretation
"Police Officer"	A police officer of a Police Force who is under the Direction and Control of their applicable Chief Officer;
"Police and Crime Commissioner (PCC)"	Police and Crime Commissioner for each police force area in England and Wales as defined in Police Reform and Social Responsibility Act 2011 and Police Fire and Crime Commissioner for each police force area in England and Wales as defined in the Police and Crime Act 2017 (as applicable);
"PNC"	The police national computer;
"PND"	The police national database;
"Police Reform and Transformation Fund Board"	The board that brings police leaders together and is charged with making recommendations on the allocation of the Grant;
"Police Transformation Unit Commander"	The individual holding the role of the police transformation unit commander appointed by the Lead Force at the relevant time;
"Policing Body"	All of the Police and Crime Commissioners, the Greater Manchester Combined Authority, the MOPAC or the Common Council of the City of London in England and any relevant police authorities;
"Programme Director"	The individual holding the role of the programme director for the Lead Force at the relevant time;
"Programme Support Team"	The team of subject matters experts providing support to the Modern Slavery Police Transformation Unit in project management, administration, finances and communication as well as being responsible for the successful implementation of the Programme;
"Programme"	Has the meaning given to it under clause 1.1 and "Modern Slavery Police Transformation Programme" shall have the same meaning;
"Programme Lead"	the Lead Force in relation to the Insight Team, the Regional Transformation Team, 4P Team, the expert prosecution advice;
"Programme Milestone Date"	The dates on which a Programme Milestone should be achieved as set out in the Project Plan;
"Programme Milestones"	The milestones for the Programme which are set out in the Project Plan or such other Programme milestones as are agreed between the Parties from time to time or as may be directed by the Home Office;
"Project Plan"	The evolving plan devised by the SMT to deliver the Key Deliverables which shall be agreed by the Senior Responsible Officer (SRO) and is reviewed and maintained on a monthly basis through the MS Programme Board and is a live document that can be amended through a formal change control

Definition	Interpretation
	process which is governed by the Governance Board;
"Qualified Exemption"	Any exemption to the obligation to disclose requested information under Access to Information Legislation that requires a consideration of the public interest in applying that exemption;
"Regional Analysts Manager"	The individual holding the role of Regional Analysts Manager who manages the Regional Strategic Analysts and reports to the Head of Insight and Analysis who as at the date of this Agreement shall be appointed by the Lead Force;
"Regional Coordinators"	Each of the co-ordinators who are set out in the diagram in Schedule 1 (Employment Model) and as are further described in Part 2 of Schedule 5 (Modern Slavery Regional Transformation Team);
"Regional Strategic Analysts"	Each of the regional strategic analysts who are set out further in the diagram in Schedule 1 (Employment Model) and as are further described in Part 2 of Schedule 5 (Modern Slavery Regional Transformation Team);
"Regional Transformation Team"	The regional transformation team as set out in the diagram in Schedule 1 (Employment Model) which shall include the Regional Strategic Analysts and the Regional Coordinators as further described in Part 2 of Schedule 5 (Modern Slavery Regional Transformation Teams);
"Resources"	The staffing and Assets and other resources required in order for the Programme to operate in accordance with the terms of this Agreement;
"ROCU"	Regional and Organised Crime Units;
"ROCU Host Force"	(a) Avon and Somerset Police; (b) West Midlands Police; (c) Thames Valley Police; (d) West Yorkshire Police; (e) Metropolitan Police Service; (f) Merseyside Police; (g) Bedfordshire Police; (h) Northumbria Police; (i) South Wales Police; (j) Leicestershire Police;
"S45"	Refers to Section 45 of Modern Slavery Act 2015;

Definition	Interpretation
"Secretary of State"	The person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;
"Senior Responsible Officer (SRO)"	The Chief Officer of the Lead Force or such other person who has the role of senior responsible officer from time to time;
"Secondment Agreement"	The Secondment Agreement which has been agreed between the relevant original appointing force and the relevant seconded Chief Officer setting out the terms and conditions of the secondment;
"SMT"	The senior management team within the Modern Slavery Police Transformation Unit, which at the time of writing comprises the Unit Commander, Head of Operations and Development and Head of Insight and Analysis and Head of NRM and 4P Delivery;
"Single Competent Authority (SCA)"	Home Office department responsible for administering the National Referral Mechanism;
"SGG"	Strategic Governance Group;
"SIO"	Senior Investigation Officer;
"SOC"	Serious Organised Crime;
"SPOC"	Single Point of Contact;
"Slavery Trafficking Risk Orders (STRO)"	Slavery Trafficking Risk Orders as defined in Modern Slavery Act 2015;
"Slavery Trafficking Prevention Orders (STPO)"	Slavery Trafficking Prevention Orders as defined in Modern Slavery Act 2015;
"Strategic Oversight Board (SOB)"	The strategic oversight board which is set up and governed in accordance with Schedule 3 (Governance);
"Support Services"	The provision of legal, procurement, human resources and IT support and such other support services as are agreed from time to time;
"Term"	The term of this Agreement as determined in accordance with clause 4.1 (Commencement Date);
"Terms of Reference (TOR)"	The terms of reference set out in Parts 1, 2 & 3 of Schedule 5 (Terms of Reference);
"Thematic National Intelligence Assessment"	Intelligence assessment of the impact and scope of a particular area of criminality (theme) conducted on a national scale;
"Victim Needs Assessment (VNA)"	Gathering of information from various sources to identify the needs of victims and the resources available to help them;

Definition	Interpretation
"4P Team"	The teams as described in Schedule 1 (Employment Model) and Part 1 of Schedule 5 (Terms of Reference);

3. **LEGAL CONTEXT**

- 3.1 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.
- 3.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 3.3 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.
- 3.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 3.5 References to the parties are to the parties to this Agreement.
- 3.6 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 the Agreement.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 The words "as amended" or "as varied" shall be construed to mean in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 3.11 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under section 1 and section 2 of the Police Reform and Social Responsibility Act and not as individuals.
- 3.12 The Parties acknowledge that a number of other collaboration agreements have been entered into by some of the Parties to this Agreement 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. **COMMENCEMENT DATE**

- 4.1 This Agreement shall become effective on the date on which:
- 4.1.1 the Lead Force and each of the Participating Bodies have signed the Agreement;
and
- 4.1.2 at least seventy five per cent (75%) of the Parties have signed the Agreement,

(the “**Effective Date**”) and the Agreement shall be binding upon those Parties who have signed the Agreement from the Commencement Date. The Lead Force shall procure that it notifies those Parties who have signed the Agreement prior to the Effective Date, of when the Effective Date has occurred. As soon as any further Party signs this Agreement following the Effective Date, the Agreement shall be binding on that Party from the Commencement Date. Subject to **clause 20** (Termination), this Agreement shall continue in force until 31 March 2020, unless otherwise terminated earlier in accordance with the terms of this Agreement.

- 4.2 The Strategic Oversight Board shall be entitled to recommend that the Programme shall continue beyond 31st March 2020 provided that the terms of the agreement under Section 22A of the Police Act 1996 (as amended) to continue the Programme beyond 31 March 2020 are the terms set out in the APACCE Agreement. Provided that this is agreed by the Parties pursuant to **clause 18.7**, the Programme shall continue to such date as is recommended by the Strategic Oversight Board on the terms set out in the APACCE Agreement.

5. **PURPOSE AND INTENT OF THE AGREEMENT**

- 5.1 The Parties agree that the purpose of this Agreement is to create a national team for the Term (as further described in **Schedule 1** (Employment Model), **Schedule 2** (Outline of Groups) and **Schedule 5** (Terms of Reference)) which shall be led by the Lead Force and which shall be responsible for supporting the NPCC Modern Slavery Lead to improve the policing response across England and Wales to Modern Slavery. Each of the Parties to this Agreement shall act in such a way as promotes the achievement of the Objectives of this Agreement.
- 5.2 The Parties agree that although a national team shall be established to deal with the approach to Modern Slavery as further set out in **Schedule 1** (Employment Model) and **Schedule 2** (Outline of Groups), no independent unit will be created for the purposes of this Agreement.
- 5.3 The intention of the Parties is that, at the end of the Term, each of the Parties to this Agreement shall possess the requisite skills to deal with Modern Slavery on an individual basis moving forward.
- 5.4 The Parties shall operate the provisions of this Agreement so as to achieve the following objectives:
 - 5.4.1 To inform, on a national basis, how the Parties are going to respond to the issue of Modern Slavery;
 - 5.4.2 To establish the temporary posts which are set out in **Schedule 1** (Employment Model) of this Agreement on behalf of UK policing in order to improve the response and approach to Modern Slavery at a strategic and operational level which shall be funded in accordance with the terms of this Agreement;
 - 5.4.3 To improve intelligence and analysis to assess the threat of Modern Slavery at a national and regional level, and to provide guidance to improve the operational response to Modern Slavery;
 - 5.4.4 To integrate interdependent functions (nationally co-ordinated actions, assessment, guidance and training) enabling a significant change in the way in which Modern Slavery is policed;
 - 5.4.5 To provide a more consistent, coordinated and informed response to Modern Slavery across England and Wales to reduce vulnerability, threat and risk;
 - 5.4.6 To enable the officers to recognise and efficiently investigate Modern Slavery through the provision of national standardised training;
 - 5.4.7 To extend and improve confidence in the assessment of Modern Slavery;

- 5.4.8 To increase the evidence base and available guidance to support police forces to increase their focus on prevention, demand reduction and targeted intelligence development and interventions;
- 5.4.9 To increase the evidence base and available guidance to support police forces to improve investigations, case file preparation and to overcome barriers to prosecution;
- 5.4.10 To set the foundation for closer working across child criminal exploitation, child labour exploitation, child sexual exploitation by exploring crossovers and minimising gaps in the police services policy, strategy and operational response;
- 5.4.11 To leave the police service and its partners better able to understand the threat of Modern Slavery, to know and promote what works best in tackling it, with strong embedded operational intelligence flows, more efficiently run investigations and increased delivery in terms of training.

6. **USE OF THE GRANT FOR THE BENEFIT OF THE PROJECT**

- 6.1 The Parties acknowledge that the Lead Force is in receipt of the Grant which shall be used for the sole purpose of the Programme and the Participating Bodies shall work with the Lead Force in the manner described in this Agreement to achieve the Objectives. In particular:
 - 6.1.1 The Participating Bodies and the Lead Force shall work together to create the Modern Slavery Teams details of which are set out in **Schedule 1** (Employment Model), **Schedule 2** (Outline of Groups) and **Schedule 5** (Terms of Reference);
 - 6.1.2 The relevant Participating Body or the Lead Force (as applicable) identified in **Schedule 1** (Employment Model) through the colour coding in that Schedule shall be responsible for recruiting to the roles set out as being the responsibility of that Party in accordance with **Schedule 1** (Employment Model) and for replacing any individual who leaves that role with a like for like replacement who is capable of and who shall have the necessary experience to undertake that role;
 - 6.1.3 Each of the Parties referred to in the Terms of Reference shall comply with their obligations set out in those Terms of Reference and by the dates set out in those Terms of Reference;
 - 6.1.4 The Participating Bodies and the Lead Force shall work together to deliver the individual projects which are set out in **Schedule 2** (Outline of Groups) and as further described in **Schedule 5** (Terms of Reference);
 - 6.1.5 None of the Parties to this Agreement may use the Grant for any activities other than for the Programme, or as otherwise approved by the Lead Force or the Strategic Oversight Board (as applicable); and
 - 6.1.6 No Party shall be entitled to receive any external funding in relation to the delivery of the Programme without seeking the consent of the Strategic Oversight Board (as appropriate) such consent should not be unreasonably withheld or delayed.
- 6.2 Each Chief Officer shall be entitled to access training material in relation to the Programme and secure access to an operations repository/lessons learnt database in relation to the Programme in the manner set out in the Terms of Reference.
- 6.3 In the event that a Participating Body or the Lead Force fails to discharge its responsibilities set out in this Agreement, any Party to this Agreement shall be entitled to refer their concerns to the Strategic Oversight Board to determine the appropriate steps which should be taken.

7. **IT SYSTEM**

- 7.1 The Lead Force is responsible for providing IT equipment for all staff and officers who are either directly employed by or seconded to the Lead Force. Staff and officers who are

employed by or seconded to another organisation namely, a Participating Body; will be provided with IT equipment from their respective organisation.

8. **MONITORING REPORTS AND MILESTONES**

- 8.1 The Lead Force and the Participating Bodies shall use all reasonable endeavours to work together to achieve the Programme Milestones by the dates next to those Programme Milestones in the Project Plan or such other dates as are directed by the Lead Force or the Home Office. Each Participating Body shall provide such information in relation to those Programme Milestones as is required by the Lead Force.
- 8.2 The Lead Force and each Participating Body shall report against progress in relation to these Programme Milestones and the other obligations set out in the Terms of Reference to the MS Programme Board on a monthly basis or as otherwise directed by the Strategic Oversight Board.
- 8.3 If a Participating Body fails to achieve a Programme Milestone by the date set out next to that Programme Milestone in the Project Plan, the issue shall be escalated to the Police Transformation Unit Commander in the first instance. The Police Transformation Unit Commander shall put steps in place to seek to ensure that the relevant Programme Milestones are achieved as soon as reasonably practicable and shall agree a final date by which the Programme Milestone must be achieved (the "**Final Date**"). If the Programme Milestone has still not been achieved by the Final Date, the issue shall be escalated to the Senior Responsible Officer and the Strategic Oversight Board who shall put steps in place and an action plan which shall be complied with by the relevant Parties to seek to resolve the delay. If the issue remains unresolved following the escalation to the Strategic Oversight Board, the Parties acknowledge that the Lead Force may be required to report such non-compliance to the Home Office through the six monthly monitoring report. If a Party has caused a Programme Milestone to not be achieved by the relevant Programme Milestone Date (through its own acts, omissions, defaults or negligence), that Party shall, subject to **clauses 26.1, 26.2, 26.3 and 26.7**, be solely responsible for any Liability arising as a result of that breach.

9. **GOVERNANCE AND ACCOUNTABILITY**

- 9.1 The Lead Force shall ensure that the Chair of the Strategic Oversight Board establishes the various boards that are referred to in **Schedule 3** (Governance) and shall be responsible for the oversight of the Programme and the terms of this Agreement.
- 9.2 The Lead Force shall procure that the Strategic Oversight Board and the MS Programme Board are constituted and operated and conduct their business in accordance with the terms of this Agreement, relevant Legislation and the governance arrangements set out in **Schedule 3** (Governance).
- 9.3 This Agreement does not change the powers of the Secretary of State to rescind or request amendments to any collaboration agreement under section 23G and 23H Police Act 1996 (as amended).
- 9.4 The Governance Boards shall be established to have oversight of the decisions of the various individuals engaged in the Programme and to recommend courses of action to the Participating Bodies and Lead Force in relation to the Programme. The Parties agree that the Lead Force and the other Parties are not bound to comply with the decisions made by the Governance Boards but shall use all reasonable endeavours to take account of the guidance and recommendations made by the Governance Board in order to seek to achieve the Objectives.
- 9.5 The Parties shall comply with any directions given by the Home Office and with any directions regarding how the Grant should be used and the Lead Force shall use reasonable endeavours to notify the Parties of any directions given by the Home Office.
- 9.6 The Parties acknowledge and agree that not every Party is a member of the Strategic Oversight Board or the MS Programme Board but that the Senior Responsible Officer, the Modern Slavery APCC Lead and the senior policing representative appointed to speak collectively on behalf of the ROCUs shall be empowered to take any issues raised by the other Parties to this Agreement (as appropriate) to the appropriate Governance Board. The Lead Force shall procure that all documentation in relation to a meeting of the Strategic

Oversight Board shall be available on the NPCC Chief's net (which can be accessed by Policing Bodies and Chief Officers) within five (5) Business Days prior to any meeting of the Strategic Oversight Board and any Party shall be entitled to raise any issues, concerns or suggestions with an appropriate member of the Strategic Oversight Board who shall use reasonable endeavours to raise the issue at the Strategic Oversight Board.

- 9.7 The Parties shall have the opportunity to review any documentation in relation to a meeting of the Strategic Oversight Board and:

9.7.1 (in the case of a Policing Body) raise any concerns with the Modern Slavery APCC Lead; and

9.7.2 (in the case of a Chief Officer) raise any concerns with the NPCC Modern Slavery Lead/Chief Officer of the Lead Force,

who shall raise any issues or concerns with the Strategic Oversight Board.

10. **CHAIR OF THE STRATEGIC OVERSIGHT BOARD, SENIOR RESPONSIBLE OFFICER, PROGRAMME DIRECTOR AND THE UNIT COMMANDER**

- 10.1 As at the date of this Agreement, the Chair of the Strategic Oversight Board shall be the person set out in **Schedule 3** (Governance), who may be replaced by agreement of the Strategic Oversight Board from time to time.

- 10.2 The Senior Responsible Officer shall be entitled to make the following decisions without having to seek the consent or approval of the Strategic Oversight Board:

10.2.1 Re-scheduling the activities which are being undertaken by the various Modern Slavery Teams;

10.2.2 Prioritising and re-prioritising work in relation to the Programme if this involves re-allocation of resources between approved work-streams;

10.2.3 Signing off the Programme Milestones;

10.2.4 Day to day decision making that does not fall within any of the responsibilities of the Strategic Oversight Board set out in paragraph 1.3 of **Schedule 3** (Governance); and

10.2.5 Decision making into what each of the Modern Slavery Teams are required to do on a day to day basis.

- 10.3 The Senior Responsible Officer shall develop and recommend strategies to be implemented and approved by the Strategic Oversight Board.

- 10.4 The Senior Responsible Officer shall be entitled to delegate the matters referred to in **clause 10.2.4** to the Police Transformation Unit Commander, or the Programme Director.

11. **CHIEF CONSTABLES DIRECTION AND CONTROL AND PARTNER AGENCY CONTROL**

- 11.1 Subject to **clause 11.2**, each Chief Officer of a Participating Body shall have legal Direction and Control and legal liability for police officers and all staff who are members of their force (as applicable).

- 11.2 Each police officer or member of staff working within a Modern Slavery Team shall be required by their original appointing Chief Officer ("**Employing Chief Officer**") to work to the instruction of the Chief Officer of the Lead Force or the Chief Officer of the Participating Body (as applicable) that such police officer or member of support staff is seconded to ("**Seconded Chief Officer**"). Where a police officer or member of staff working in a Modern Slavery Team is seconded to a Seconded Chief Officer (the "**Seconded Staff Member**"), day to day management and day to day Direction and Control shall be the responsibility of the Seconded Chief Officer (further details of which are set out in **Schedule 1** (Employment Model) and **Schedule 5** (Terms of Reference)). Where an issue in relation to health, performance, misconduct, grievance and capability or any other similar employment matter arises, the Seconded Chief Officer shall discuss with the Employing Chief Officer, how such

circumstances shall be managed and the Seconded Chief Officer and the Employing Chief Officer shall share the responsibility for maintaining the Seconded Staff Members health, safety, welfare and wellbeing while such Seconded Staff Member is on secondment.

11.3 Where a police officer or member of police staff is seconded to the Lead Force or to a Participating Body, the Employing Chief Officer or Police and Crime Commissioner (as applicable) shall remain responsible for their pay, pensions and other service matters.

11.4 Where a Participating Body or the Lead Force has agreed to have a police officer or member of police staff seconded to it for the purposes of this Agreement, Secondment Agreements have been agreed between the Employing Chief Officer and the relevant Seconded Chief Officer setting out the standards which will apply to such police officers or members of police staff and details of the work to be carried out. The Employing Chief Officer and the Seconded Chief Officer shall procure that the relevant police officer or member of police staff shall comply with the terms of such Secondment Agreement.

12. **PARTICULAR EXPECTATIONS AND REQUIREMENTS OF PARTICIPATING BODIES AND THE LEAD CHIEF OFFICER**

12.1 Each Party warrants that it has the full power, capacity and authority to enter into, perform and comply with its obligations under this Agreement.

12.2 The Participating Bodies and the Lead Chief Officer shall work together collaboratively, with local and national units and where applicable with partner agencies to co-ordinate the Resources to support the Programme.

12.3 The Participating Bodies and the Lead Chief Officer shall use the funding provided through the Grant in accordance with the Grant Agreement.

12.4 The Participating Bodies and the Lead Chief Officer shall provide such information (including intelligence) as is required for achieving the Objectives including for the purposes of tasking and coordination, budget setting, performance reporting, strategy and policy setting as required by the MS Programme Board as may be further required to allow the obligation in the Terms of Reference to be achieved.

12.5 Each Participating Body and the Lead Force shall use all reasonable commercial endeavours to maintain the number of staff who are their responsibility as set out in **Schedule 1** (Employment Model) and who have the relevant qualifications and experience to deliver the Programme and that such persons have the necessary training to be able to deliver their role for the benefit of the Programme.

12.6 Each Participating Body and the Lead Chief Officer shall be responsible for ensuring that police officers and members of police staff under their Direction and Control (further details of which are set out in **clause 11**) are made aware of and observe statutory and non-statutory guidance which shall include the College of Policing guidance and the College of Policing's Authorised Professional Procedure.

13. **SUPPORT SERVICES**

13.1 Each Participating Body and the Lead Force shall provide the Support Services which are required to support the responsibilities of that Participating Body or the Lead Force and any staff which that Participating Body or the Lead Force is responsible for (including any Seconded Staff Members). The cost of such Support Services shall be provided from within the overall budget of that Participating Body and no additional payment shall be made to any Participating Body for the provision of such Support Services under the terms of this Agreement.

13.2 The Lead Force shall provide the Support Services to support the Lead Force in its role of leading the Programme and the Lead Force shall be reimbursed for the cost of providing those Support Services in accordance with **clause 16** (Funding).

14. **ASSETS**

14.1 Where any funds are provided to a Participating Body or the Lead Force under the terms of this Agreement for use by that particular Participating Body or Lead Force, and are spent on assets, that Participating Body or Lead Force (as appropriate) shall:

- 14.1.1 Maintain an asset register of such assets which shall record as a minimum (i) the date the item was purchased; (ii) the price paid; and (iii) the date of disposal;
 - 14.1.2 Provide proof of insurance cover for the useful life of the asset (unless such Participating Body self-insured); and
 - 14.1.3 Make the assets available for inspection, and the Participating Bodies acknowledge that such provisions are required to be passed down to the Participating Bodies due to the terms of the Grant Agreement.
- 14.2 If a Participating Body has acquired assets for the purposes of this Agreement which have been funded from the Grant, that Participating Body shall:
- 14.2.1 Seek approval from the SRO prior to disposal of any of the assets (such approval will not be unreasonable withheld); and
 - 14.2.2 Return proceeds of sale of such assets to the Lead Force who the Parties acknowledge shall in turn return such proceeds of sale to the Home Office pursuant to the terms of the Grant.
- 14.3 If a Participating Body requires any assets for the purposes of the Programme (which, as at the date of this Agreement, is intended to be limited to laptops and associated IT equipment), that Participating Body shall seek the consent of the Senior Responsible Officer prior to the purchase of such assets. The Participating Body shall purchase such assets and the Lead Force shall reimburse the Participating Body for the cost of those assets which have previously been approved by the Senior Responsible Officer. The Participating Body shall be entitled to use such assets for the Term.
- 14.4 The lien in the assets shall require any Participating Body who has purchased assets under the terms of this Agreement to undertake all necessary maintenance and upkeep activities including but not limited to insurance, routine inspection, testing, maintenance, repair and refurbishment.
- 14.5 Each Participating Body who has purchased assets shall maintain records in relation to items which require active maintenance and will make them available to the Lead Force on reasonable request.
- 14.6 Upon the expiry or termination of this Agreement, any assets purchased pursuant to this clause or purchased for the sole purpose of the Programme, shall be returned to the Lead Force (unless otherwise agreed between the Parties or the Strategic Oversight Board at the time).
15. **NOT USED**
16. **FUNDING**
- 16.1 The Parties agree that all payments for the Programme and the Modern Slavery Teams shall be funded solely from the Grant. The Lead Force shall have no obligation to pay any monies to the Parties in excess of the Grant monies which have been received by the Lead Force and any payment to the Participating Bodies pursuant to this **clause 16** shall be subject to and conditional upon receipt of the Grant by the Lead Force.
- 16.2 The Parties acknowledge that the Grant covers a one year period from 2019 to 2020. The activity in 2019-2020 is covered by the terms of this Agreement.
- 16.3 The Parties have agreed an outline budget for the Financial Year 2019/2020 in relation to the Programme which is set out in **Schedule 6** (Budget).
- 16.4 The budget and the amounts to be paid to each of the Participating Bodies by the Lead Force for carrying out their obligations under this Agreement shall be agreed in accordance with paragraph 5 of **Schedule 3** (Governance).
- 16.5 The Lead Force shall procure that the Strategic Oversight Board shall seek to agree a budget for the Financial Year 2019/2020.

- 16.6 The payment by the Lead Force to the Participating Bodies pursuant to this clause shall be made in arrears in accordance with the remaining provisions of this clause.
- 16.7 Subject to **clause 16.1, 16.4, 16.6, 16.8 and 16.9** each Participating Body shall be entitled to be reimbursed by the Lead Force for the expenditure and costs actually incurred by that Participating Body in relation to performing its responsibilities in relation to the Programme up to the level of the Approved Budget for that Participating Body. Payment shall only be made by the Lead Force upon the relevant Participating Body providing evidence to the Lead Force of the actual costs incurred by that Participating Body and up to the Approved Budget for that Participating Body.
- 16.8 If a Participating Body or the Lead Force has expended money in excess of the Approved Budget for that Participating Body or Lead Force or anticipates that it will need to spend monies in excess of the Approved Budget for the Participating Body or Lead Force, such Lead Force or Participating Body shall notify the Programme Director, MS Programme Board or the Strategic Oversight Board (as appropriate) as soon as reasonably practicable after the Lead Force or Participating Body becomes aware of the potential or actual overspend including the reasons as to why the overspend has occurred. Such excess expenditure shall not be paid by the Lead Force to the relevant Participating Body unless, and subject to **clause 18.7**, such increase in the budget has been agreed by the MS Programme Board or the Strategic Oversight Board (as appropriate) and, until approved, any excess shall be for the account of the Participating Body or Lead Force (as appropriate) who has overspent.
- 16.9 It is anticipated that the Lead Force shall receive payment of the relevant proportion of the Grant:
- 16.9.1 by November 2019 for the expenditure period April 2019 to September 2019;
and
- 16.9.2 by June 2020 for the expenditure period October 2019 to March 2020,
- and the Lead Force shall notify each of the Participating Bodies whether it is in receipt of such Grant:
- 16.9.3 by 1st December 2019 for the expenditure period April 2019 to September 2019.
- 16.9.4 by 30th July 2020 for the expenditure for the period October 2019 to March 2020.
- 16.10 Following confirmation by the Lead Force that it is in receipt of the Grant in accordance with **clause 16.9**, each Participating Body shall be entitled to issue an invoice to the Lead Force for actual expenditure incurred by the Participating Body in relation to the Programme by:
- 16.10.1 13th January 2020 for the expenditure period April 2019 to September 2019;
and
- 16.10.2 by 13th August 2020 for the expenditure period October 2019 to March 2020, and the Lead Force shall, subject to **clause 16.1**, pay the Participating Body the amount set out in the invoice up to the amount of the Approved Budget for that Participating Body (as amended) pursuant to **clause 16.8** within twenty-eight (28) days of receipt of that invoice.
- 16.11 If there is a delay in the Lead Force receiving the relevant proportion of the Grant, the dates set out in **clauses 16.10.1 and/or 16.10.2** (as applicable) shall be delayed by an equivalent time period to reflect the delay in receipt of the Grant by the Lead Force.
- 16.12 Subject to **clause 16.1**, the Lead Force shall be entitled to retain any amounts from the Grant which have been incurred by the Lead Force in relation to the Programme up to the amount of the Approved Budget for the Lead Force.
- 16.13 If the Lead Force is unable to make payment to a Participating Body pursuant to this **clause 16** as a result of the Lead Force not receiving the Grant each Policing Body and Additional Party shall share in any expenditure which has been incurred by the Lead Force or a Participating Body in carrying out their obligations under this Agreement up to the amount

included in the Approved Budget in accordance with the Agreed Liability Share and the Lead Force shall notify each Policing Body and Additional Party of this as soon as reasonably practicable. The Lead Force shall use reasonable endeavours to enforce any rights it has against the Home Office to seek to recover payment of the Grant.

- 16.14 If an element of the Grant has not been received by the Lead Force as a result of a Participating Body having failed to comply with a condition of the Grant, the Lead Force shall not be obliged to pay the relevant element of the Grant to that Participating Body.
- 16.15 If it is determined by the Strategic Oversight Board that any income is required in excess of the Grant, the Strategic Oversight Board shall consider:
 - 16.15.1 whether the Lead Force should seek additional funding from the Home Office; or
 - 16.15.2 subject to **clause 18.7**, how any other funding should be shared between the Parties; or
 - 16.15.3 whether this Agreement should terminate.
- 16.16 If it is agreed by the Strategic Oversight Board that this Agreement should extend beyond 31st March 2020, the Lead Force shall use reasonable endeavours to seek additional funding from the Home Office.
- 16.17 The Parties shall give all assistance to the Lead Force which is required by the Lead Force in seeking any additional funding.
- 16.18 The Parties shall:
 - 16.18.1 assist the Chief Officer of the Lead Force in demonstrating to the Home Office that the Programme is continuing to meet its strategic and funding objectives. The Parties to acknowledge that without this confirmation, receipt of the Grant from the Home Office for the following Financial Year may be withdrawn;
 - 16.18.2 not do anything to place the Lead Force in breach of the terms of the Grant Agreement;
 - 16.18.3 unless otherwise agreed pursuant to **clause 16.8**, not spend monies in excess of the Approved Budget for the relevant Participating Body;
 - 16.18.4 use any funding which is provided to it pursuant to this **clause 16** solely for the purposes which are set out in accordance with the terms of this Agreement;
 - 16.18.5 provide quarterly budget reports to the Lead Force and within the timescales which are required by the Lead Force;
 - 16.18.6 provide the information set out in **Schedule 7** (Reporting Information) to the Lead Force on the dates set out in **Schedule 7** (Reporting Information); and
 - 16.18.7 notify the Lead Force if any underspend of the Grant is forecast.
- 16.19 If any monies need to be paid back under the terms of the Grant to the Home Office which have been paid to a Participating Body pursuant to the terms of this Agreement, then the Participating Body shall pay any appropriate amounts back to the Lead Force which the Lead Force shall then in turn pay back to the Home Office.
- 17. **ADMISSION OF NEW PARTNERS**
 - 17.1 Further partners may be added to this Agreement by the approval of the Strategic Oversight Board.
 - 17.2 As at the date of this Agreement, the Parties to this Agreement are listed as being the "Parties" at the front of this Agreement.

- 17.3 If any additional party wishes to become a party to this Agreement and it is agreed by the Strategic Oversight Board that such party should participate in this Agreement (the "New Party"):
- 17.3.1 this Agreement shall be updated to include the New Party;
 - 17.3.2 the New Party shall enter into a deed of accession in the form set out in **Schedule 8** (Deed of Accession) and shall become a party to this Agreement. The Strategic Oversight Board shall also determine whether that New Party is also to be included in the definition of Participating Body in which case that New Party shall be bound by the terms of this Agreement both as a Party to this Agreement and also as a Participating Body; and
 - 17.3.3 the New Party shall be bound by this Agreement in all respects as if it had been an original party to this Agreement in such capacity.
- 17.4 In such circumstances:
- 17.4.1 the Parties shall agree whether there needs to be any change to the Approved Budget;
 - 17.4.2 the Strategic Oversight Board shall determine whether there needs to be any adjustment to the Agreed Liability Share; and
 - 17.4.3 whether any other amendments shall be made to the terms of this Agreement.
18. **REVIEW OF PROJECT ARRANGEMENTS AND VARIATION TO THE TERMS OF THIS AGREEMENT**
- 18.1 The Programme, the Modern Slavery Teams and the terms of this Agreement shall be monitored and reviewed and decisions in relation to the Programme shall be made in accordance with the governance model which is included at **Schedule 3** (Governance).
- 18.2 It is agreed that this Agreement is in conjunction with s.23FA and s.23 (G)(4) of the Police Act 1996 and that the terms of this Agreement can be amended at any time by written agreement between the Parties.
- 18.3 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in consultation with the Governance Boards to accommodate:
- 18.3.1 changing demands;
 - 18.3.2 any changes in Legislation;
 - 18.3.3 the practical requirements and day to day running of the Programme; and
 - 18.3.4 any requirements of the Senior Responsible Officer or the Strategic Oversight Board.
- 18.4 If there is any change in Legislation which means that a Party incurs an additional cost in carrying out its obligations under this Agreement, then provided that such Party can demonstrate such additional costs to the Lead Force (on an open book basis), each Policing Body and Additional Party shall share in the additional costs in accordance with the Agreed Liability Share and the Lead Force shall notify each Policing Body and Additional Party of any additional costs as soon as reasonably practicable upon becoming aware of such costs.
- 18.5 Without prejudice to **clause 18.7**, if it is determined that a Party does not have the power to enter into this Agreement, the Agreed Liability Share shall be adjusted so as to share the liability of the party who did not have the power to enter this Agreement between the remaining Policing Bodies and Additional Parties, by an amount proportionate to the Agreed Liability Share of the remaining Parties and such that the revised Agreed Liability Share shall equal 100%.

- 18.6 Subject to **clause 18.7**, the terms of this Agreement may be amended with the approval of the Strategic Oversight Board.
- 18.7 If an amendment to this Agreement is required to:
- 18.7.1 the financing of this Agreement;
 - 18.7.2 the Agreed Liability Share;
 - 18.7.3 the recruitment or employment responsibilities of a particular Party;
 - 18.7.4 the governance arrangements which are set out in **Schedule 3** (Governance); or
 - 18.7.5 or if the Programme is to continue on the terms set out in the APACCE Agreement beyond 31 March 2020 to such date as is recommended by the Strategic Oversight Board

then this will require the written approval (such approval not to be unreasonably withheld or delayed) of each of the Parties to this Agreement who are affected or impacted by the relevant change. Where a Party is specifically represented on the Strategic Oversight Board and the Strategic Oversight Board approves the relevant change, that Party shall be deemed to have given its approval to the relevant change. If any Party fails to respond to a request to amend the terms of the Agreement set out above within such reasonable period as is specified by the Lead Force at the time, such Party shall be deemed to have given its approval.

- 18.8 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the Strategic Oversight Board provided that if there is an amendment which falls within **clause 18.7**, the Strategic Oversight Board shall not be entitled to document the amendment until the approval of all of the Parties has been received in accordance with **clause 18.7**.

19. **EXTENT OF GENERAL AGREEMENT**

- 19.1 Where the Agreement does not deal with a pertinent issue to the conduct or management of the Programme, the issue shall be agreed in writing by each of the Parties and if necessary may result in a variation to the terms of this Agreement.

20. **TERMINATION OF AGREEMENT**

- 20.1 No Party shall be entitled to exit the terms of this Agreement prior to its expiry or earlier termination.
- 20.2 This Agreement may be terminated by the Secretary of State pursuant to s.23H of the Police Act 1996 or by joint agreement of the Parties.
- 20.3 Notwithstanding the provisions of **clause 4** (Commencement Date), this Agreement will terminate automatically on the earlier of:
- 20.3.1 termination of the Grant in accordance with its terms;
 - 20.3.2 the date on which the Programme runs out of funds as set out under **clause 20.4** and where it is determined that no further grant should be applied for; and
 - 20.3.3 31st March 2020.
- 20.4 If the Lead Force becomes aware that the funding provided in relation to the Grant has been spent or part of the Grant is withdrawn meaning that there shall be no funding for the Programme or the Modern Slavery Teams, the Lead Force shall notify the Parties and the Strategic Oversight Board as soon as reasonably practicable upon becoming aware of this issue. In such circumstances, the Strategic Oversight Board shall determine whether:

- 20.4.1 this Agreement should terminate automatically upon the date on which the Programme runs out of money; or
- 20.4.2 the Home Office should be approached and a further grant should be applied for.
- 20.5 The Lead Force and the Participating Bodies shall have no obligation to comply with their obligations in this Agreement if the funding provided under the Grant has been exhausted.
- 20.6 If:
 - 20.6.1 this Agreement is anticipated as being terminated on 31st March 2020; or
 - 20.6.2 this Agreement is terminated for any other reason save as specified in **clause 20.6.1**, then as soon as reasonably practicable following becoming aware that this Agreement shall terminate,

The Strategic Oversight Board shall agree an exit strategy (the "**Exit Strategy**") which shall include details of:

- 20.6.3 how the responsibility for providing functions that support the policing response to Modern Slavery shall be transitioned to an alternative body so that the Objectives can continue to be achieved;
- 20.6.4 how any future response to Modern Slavery should be funded which the Parties shall use reasonable endeavours to procure shall be funded by way of grant funding; and
- 20.6.5 whether any of the posts as set out in **Schedule 1** (Employment Model) should be retained and if not, what shall happen to these individuals, and how the Parties shall deal with the response to Modern Slavery going forward.
- 20.7 Any costs in relation to the transitioning of the Programme, the development of the Exit Strategy and any other costs in relation to the termination of this Agreement, shall be shared between the Parties in accordance with the Agreed Liability Share.
- 20.8 The following clauses shall survive the termination of this Agreement: **clauses 21** (Records), **22** (Audit and Inspection), **26** (Insurance and Liabilities), **25** (Provision of Information), **32** (Dispute Resolution), **34** (Governing Law and Jurisdiction) and **41** (Confidentiality).

21. **RECORDS**

- 21.1 Subject to Legislation, each of the Lead Force and the Participating Bodies 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 Oversight Board and such records shall be managed on a regular basis by the Programme Support Team. The Lead Force shall use reasonable endeavours to, but is not obliged, to provide 10 Business Days' notice of any access needed to records. In particular, the Lead Force and each Participating Body shall:
 - 21.1.1 maintain and operate effective monitoring and financial management systems; and
 - 21.1.2 keep a record of expenditure funded through the terms of this Agreement and retain all accounting records relating to this for a period of at least six (6) years after the end of the date of this Agreement. This shall include: original invoices; receipts; minutes from meetings; accounts; deeds and any other relevant documentation whether in writing or electronic form.
- 21.2 In addition to the requirements set out in **clause 21.1**, each Participating Body shall:

- 21.2.1 provide to the Lead Force certified copies of accounting documentation justifying income and expenditure incurred by the Participating Body in relation to the Programme;
 - 21.2.2 provide an annual declaration, signed by each Participating Body's treasurer, setting out how the money was spent; and
 - 21.2.3 provide a signed undertaking that Participating Body will retain such documents for the period set out above.
- 21.3 The Lead Force shall provide an annual written statement, signed by the Lead Force and the Lead Force's treasurer, indicating that all expenditure is for the purpose set out in the Grant Agreement.
- 21.4 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.

22. **AUDIT AND INSPECTION**

- 22.1 Each Participating Body, without charge, will permit any officer of the Lead Force or the Home Office or external auditing bodies (e.g.: European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, to visit its premises and/or inspect any of its activities and/or examine and take copies of the relevant Participating Body's books of account and such other documents or records as may relate to the use of the Grant.
- 22.2 Each Participating Body shall supply the Lead Force and/or the Home Office with all such financial information, as is reasonably requested from time to time, on an open book basis within such reasonable time as is requested by the Lead Force.
- 22.3 Any money spent under the terms of this Agreement shall be identified separately in each of the Participating Body's audited accounts.

23. **LAWFUL CONDUCT**

- 23.1 Each Participating Body and the Lead Force must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all of the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities under this Agreement effectively, safely and in conformance with any applicable law from time to time being in force (so far as is binding on the Lead Force and/or a Participating Body.)
- 23.2 Each Participating Body must take all reasonable steps to ensure that it shall not bring the Home Office, the Programme or anyone else into disrepute for instance by prejudicing the "Objectives" or being contrary to the interests of the Home Office or the Lead Force.

24. **POLICIES AND PROCEDURES**

- 24.1 Subject to **clause 24.2** and **24.4**, the Parties shall work together to use reasonable endeavours to ensure that their policies and procedures relevant to the Programme are reviewed and will seek to achieve single policies and procedures as far as this is practicable and can be agreed.
- 24.2 The Parties all agree and recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These policies and procedures shall be agreed between the Parties on a case-by-case basis at the relevant time.
- 24.3 If it is not possible to have single policies which shall apply to the Programme, the policy of the Programme Lead for the relevant Modern Slavery Team shall apply to the work carried out by that Modern Slavery Team.

- 24.4 The Parties shall have due regard to the College of Policing's Authorised Professional Procedure guidance and relevant Home Office national guidance and where there is any conflict between policies referred to in this clause, the College of Policing's Authorised Professional Procedure guidance shall apply where this deals with the issue under dispute.

25. **PROVISION OF INFORMATION**

Subject to Legislation, each Party shall provide such relevant information, documentation, reports and/or clarification as is requested by the Lead Force or the Home Office from time to time and which relates to the Programme or this Agreement and shall provide such information within the requested timescales.

26. **INSURANCE AND LIABILITIES**

- 26.1 The Parties agree that the general principle in this Agreement is that although the Lead Force is leading the Programme, any Liabilities incurred by the Lead Force in relation to the Programme should rest with the Parties to this Agreement and should, unless such Liability is covered by insurance, be shared between the Policing Bodies and the Additional Parties in proportion to the Agreed Liability Share in the manner set out in this **clause 26**.
- 26.2 Save where set out elsewhere in this Agreement, in respect of any Liabilities arising in relation to the Programme or this Agreement which are not covered by insurance and are incurred by the Lead Force, each Policing Body and each Additional Party shall indemnify the Lead Force in respect of all Liabilities arising in connection with this Agreement and any actions undertaken by the Lead Force in connection with this Agreement (including where such Liability has arisen out of the breach, negligent act or negligent omission or any other act or omission on the part of the Lead Force but not where the Lead Force has failed to comply with its own policies and procedures in which case the Lead Force shall be solely liable for such Liability).
- 26.3 To the extent that the Policing Bodies and the Additional Parties have agreed to share in the Liability pursuant to **clause 26.2**, this Liability shall be shared between the Policing Bodies and the Additional Parties in proportion to the Agreed Liability Share. For the avoidance of doubt, the Lead Force shall share in the Liabilities under this Agreement in proportion to the Agreed Liability Share for the Lead Force.
- 26.4 Each Policing Body and each Additional Party shall indemnify the Lead Force for any Liabilities which the Lead Force incurs in relation to the Grant Agreement in accordance with the Agreed Liability Share (including where such Liability has arisen out of the breach, negligent act or negligent omission or any other act or omission on the part of the Lead Force but not where the Lead Force has failed to comply with its own policies and procedures in which case the Lead Force shall be solely liable for such Liability).
- 26.5 Nothing in this **clause 26** shall limit the Parties' duty to mitigate their loss.
- 26.6 Subject to **clauses 26.1, 26.2, 26.4** and **26.7** where a Party is in breach of the provisions of this Agreement or has been negligent or has carried out an act or omission (the "**Defaulting Party**") that Defaulting Party shall indemnify the other Parties against all Liabilities incurred by the other Parties as a result of the Defaulting Party's negligence, acts or omissions or breach of its obligations under this Agreement.
- 26.7 A Defaulting Party shall not be liable under **clause 26.6** where its negligence, acts or omissions or breach of its obligations under this Agreement were carried out with the approval, or under the instruction, of the Senior Responsible Officer or one of the Governance Boards in which case each Policing Body and each Additional Party shall, subject to **clause 26.6** share in the Liability in accordance with the Agreed Liability Share.
- 26.8 Each Party shall determine whether it needs to take out insurance to cover its Liabilities under this Agreement, provided that a decision by a Party not to take out insurances shall not relieve a Party of its obligations or Liabilities under this Agreement. If the Lead Force takes out in insurance specifically to cover its obligations in this Agreement, the cost of taking out such insurance shall, to the extent it is not covered under the Grant, be split between the Policing Bodies and the Additional Parties in accordance with the Agreed Liability Share.

- 26.9 Subject to **clause 26.11** and the remaining provisions of this **clause 26**, all employers liability claims, employment tribunal claims, claims brought pursuant to statute or otherwise, raised by or against police officers or police staff/staff working within the Programme will be dealt with by their appointing/employing Chief Constables (unless otherwise agreed) or where statute dictates otherwise.
- 26.10 In respect of inquests, judicial review, complaints, grievances, conduct issues or other court proceedings arising from joint working under this Agreement or the Programme, the Strategic Oversight Board will agree the way in which those matters will be handled on a case-by-case basis.
- 26.11 The costs of handling any claims shall be dealt with in accordance with the same principles as are agreed set out under this **clause 26**.
- 26.12 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.
- 26.13 The Lead Force shall notify the other Parties of any Liabilities arising under this Agreement as soon as reasonably practicable.
- 26.14 This **clause 26** shall survive termination of this Agreement.

27. **INFORMATION MANAGEMENT**

- 27.1 The Parties shall, where they are disclosing or receiving data in relation to this Agreement or the Programme, comply with the provision of the Data Sharing Schedule. As at the date of this Agreement, it is not intended that any of the Additional Parties shall be sharing any data but to the extent that they do, they shall be bound by the terms of the Data Sharing Schedule.

28. **FREEDOM OF INFORMATION REQUESTS**

- 28.1 The Parties accept that the Policing Bodies are all public authorities for the purposes of Access to Information Legislation, including the Freedom of Information Act 2000, and as such, are individually required to respond to any valid requests made for information held by them.
- 28.2 The Parties further recognise that some Parties to the Agreement may not be subject to some or all of the specific legislation falling under Access to Information Legislation. Accordingly, any request made under any legislation that any Additional Party is not subject to will be deemed not to be a valid request.
- 28.3 In the event that any Party to this Agreement receives a valid request, made pursuant to Access to Information Legislation, for:
- 28.3.1 information relating to the Agreement and/or the Processing of any Agreement Personal Data; or
 - 28.3.2 any request for an internal review of a decision to withhold any or all of the requested information,

They shall promptly notify any other Party to the Agreement that may be impacted by any disclosure of the requested information, of the request and consult with them in respect of:

- 28.3.3 identifying the potential impact that may arise from the release of any information;
- 28.3.4 whether there are any potential exemptions that may permit:
 - 28.3.4.1 the withholding of any or all of the requested information; and/or
 - 28.3.4.2 the obligation to confirm or deny holding any or all of the requested information; and

- 28.3.5 any factors that may be relevant to any public interest test required to be undertaken before a Qualified Exemption can be relied on.
- 28.4 In the event that a complaint is made to the Information Commissioner's Office, Court or Tribunal in respect of any decision to withhold any requested information in response to an Access to Information Legislation request, the Parties shall co-operate in responding and/or providing supporting evidence to assist the Party subject to the request in responding to such complaint or challenge.
- 28.5 The Parties acknowledge that the final decision in respect of the disclosure or withholding of information requested under any Access to Information Legislation lies solely with the Party subject to the request.
29. **COMMUNICATIONS**
- A communications officer shall be appointed by the Lead Force who will support the Programme.
30. **VETTING**
- 30.1 The Parties shall agree that police officers and police staff seeking access to the Parties' systems or information will be vetted to the level required by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 30.2 The vetting status of police officers or police staff vetted by one police force or partner agency will be accepted by the other so far as is practicable and so far as they are vetted to an equivalent level.
31. **HEALTH AND SAFETY**
- Each Party shall be responsible for the Health and Safety of his own police officers and police staff/staff and any other officers and police staff/staff under his Direction and Control as a result of a posting, secondment or otherwise. For the avoidance of doubt, the Lead Force shall be responsible for the health and safety of any officers who are seconded to the Lead Force.
32. **DISPUTE RESOLUTION**
- If a dispute arises, the provisions of **Schedule 4** (Dispute Resolution Procedure) of this Agreement shall apply.
33. **LEGAL COMPLIANCE**
- 33.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their police officer, police staff, volunteers and any other individual or individuals working in the Programme in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, and Health and Safety Act 1975.
- 33.2 Nothing in this Agreement shall affect, fetter or otherwise qualify the operational independence of any of the Parties who are party to this Agreement.
34. **GOVERNING LAW AND JURISDICTION**
- The Agreement shall be governed by and be construed in accordance with English law and without prejudice to the dispute resolution procedure the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
35. **ASSIGNMENT**
- 35.1 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.

- 35.2 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. **WAIVER**

- 36.1 The failure or delay by any 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 further exercise of it or the exercise of any other right, power or remedy.
- 36.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 36.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

37. **COUNTERPARTS**

- 37.1 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.

38. **NOTICES**

- 38.1 Any notices required in relation to the day to day running of the Programme and other operational matters of the Programme shall be dealt with by the Chair and no formal notices shall be issued under the remaining provisions of this **clause 38** in relation to such matters.
- 38.2 Subject to **clause 38.3**, 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 Chief Officer or the appropriate Policing Body or other Party to this Agreement (as applicable).
- 38.3 Any demand, notice or other communication to be served on the Lead Force shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post, or by email marked for the attention of the Chief Officer or the Policing Body (as applicable) at The Chief Constable of Devon and Cornwall Police, Devon and Cornwall Police Headquarters, Middlemoor, Exeter, Devon EX2 7HQ.
- 38.4 Any such demand, notice or communication shall be deemed to have been duly served:
- 38.4.1 if given by e-mail it will be deemed to have been served, subject to **clause 38.4.1.1** 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 personally 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 38.4.1** and **clause 38.4.1.1**;
- 38.4.1.1 if an automatic electronic notification is received by the sender within twenty-four (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;
- 38.4.2 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 9am on the next Business Day after the date of posting;
- 38.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in **clause 38.4.2**), at the time the notice is delivered to or left at that party's address;

- 38.4.4 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.

- 38.5 To prove service of a notice it will be sufficient to prove that the provisions of **clause 38.4** were complied with.

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

- 39.1 Subject to **clause 39.2** 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.

- 39.2 This clause 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.

40. **INTELLECTUAL PROPERTY**

- 40.1 Each Party will retain all Intellectual Property Rights in Material which it has created subject to the terms and conditions of the Grant.

- 40.2 If any Intellectual Property Rights are created by a Party in carrying out its obligations under this Agreement, that Party shall grant to the Lead Force and/or the Home Office (as appropriate and as agreed at the time) an irrevocable, royalty-free perpetual licence to use and to sub-license the use of any material created by the relevant Party for such purpose as the Lead Force and/or the Home Office shall deem to be appropriate and for the purposes of the Programme.

41. **CONFIDENTIALITY**

- 41.1 Subject to **clause 41.2**, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow the other Parties to perform its functions and operate effectively.

- 41.2 The Strategic Oversight Board shall seek to agree whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons.

- 41.3 **Clause 41.2** shall not apply to:

- 41.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
- 41.3.2 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;
- 41.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- 41.3.4 any disclosure to enable a determination to be made under **clause 32** (Dispute Resolution);
- 41.3.5 any disclosure required by law, any parliamentary obligation or the rules of the stock exchange or governmental or regulatory police body having the force of law;
- 41.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

41.3.7 any disclosure by a Party to a department, office or agency of the Government;
and

41.3.8 any disclosure for the purposes of the examination and certification of any
Party's accounts.

42. **EQUALITY AND DIVERSITY**

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

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

43. **VAT**

43.1 The Parties consider that the hosting arrangements provided under this Agreement are shared administrative arrangements rather than services and as such it is not anticipated that such hosting arrangements are subject to VAT.

43.2 Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

43.3 The Parties agree that where any Party is uncertain of the VAT treatment of any supply made under the terms of this Agreement, that Party may choose to seek a ruling from HM Revenue & Customs as to the correct VAT treatment of that supply and such Party shall inform the other parties if it does so.

44. **SEVERABILITY**

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

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

45. **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.

46. **CONTINUANCE IN FORCE**

46.1 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.

46.2 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.

46.3 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.

47. **ENTIRE AGREEMENT**

- 47.1 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.
- 47.2 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.

SCHEDULE 1

Employment Model

For the purposes of the diagram included in **Schedule 1**, the colour coding shall be interpreted as follows:

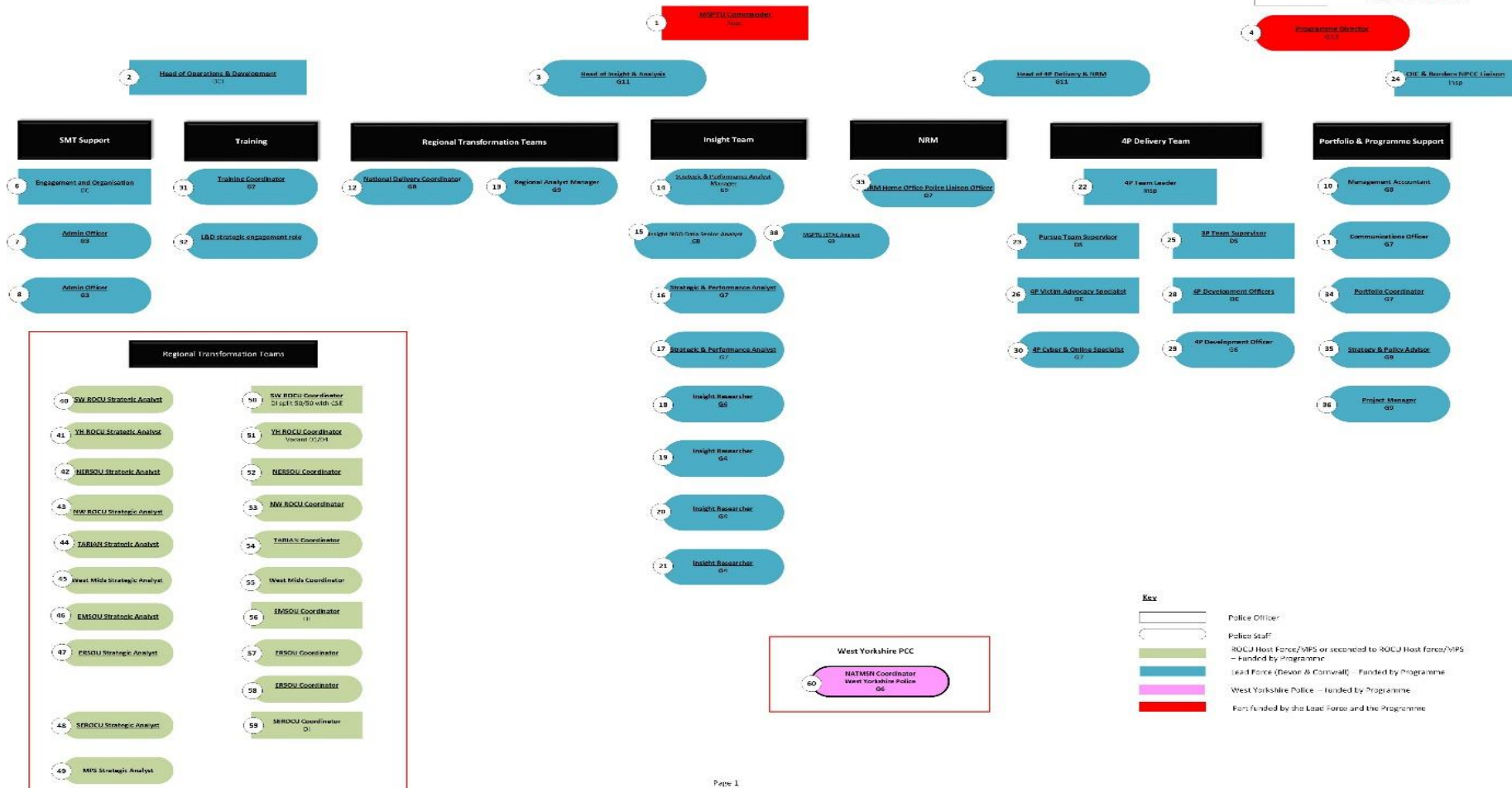
- Green – ROCU Host Force/Metropolitan Police Service or seconded to ROCU Host Force/Metropolitan Police Service – funded by the programme;
- Blue - Lead Force (Devon and Cornwall Police) – funded by the programme;
- Pink - West Yorkshire Police – funded by the programme; and
- Red – Part funded by the Lead Force and the programme.

Modern Slavery Police Transformation Staffing Model 2019-20

01/01/2019

Version 1.3

**MODERN
SLAVERY**
Police Transformation



SCHEDULE 2

Outline of Groups

The Modern Slavery Teams shall be set up as follows:

The following three teams will work together to improve the golden thread of intelligence and to develop the consistency of the police intelligence & investigative response:

The **Insight Team** who will develop disruption and performance information, develop coordinated intelligence collection strategies in response to the NSIRs and improve the sharing of intelligence and assessed information between police regions.

The **Regional Analytical Function**, embedded within the 9 ROCUs and MPS, delivering a stronger flow of information from local to national; debriefing investigations, embedding the National Strategic Intelligence Requirements and delivering thematic assessments in response to hypothesis posed by the centre.

The **Regional Coordinator Function**, embedded within the 9 ROCUs and MPS, providing specialist investigative advice and support, debriefing investigations, and embedding the national modern slavery action plan across all Forces.

The following teams will improve police practice, investigations and activity:

The establishment of a **4P Delivery Team of subject matter experts** to build an evidence base, policy and guidance surrounding complex elements of Modern Slavery investigations, including but not limited to financial, cyber, ports, disruption, victim advocacy. This team will operate across the UK actively debriefing and evaluating good practice, supporting the development of disruption, prevention and training activity and informing intelligence collection strategies including engagement with key sectors.

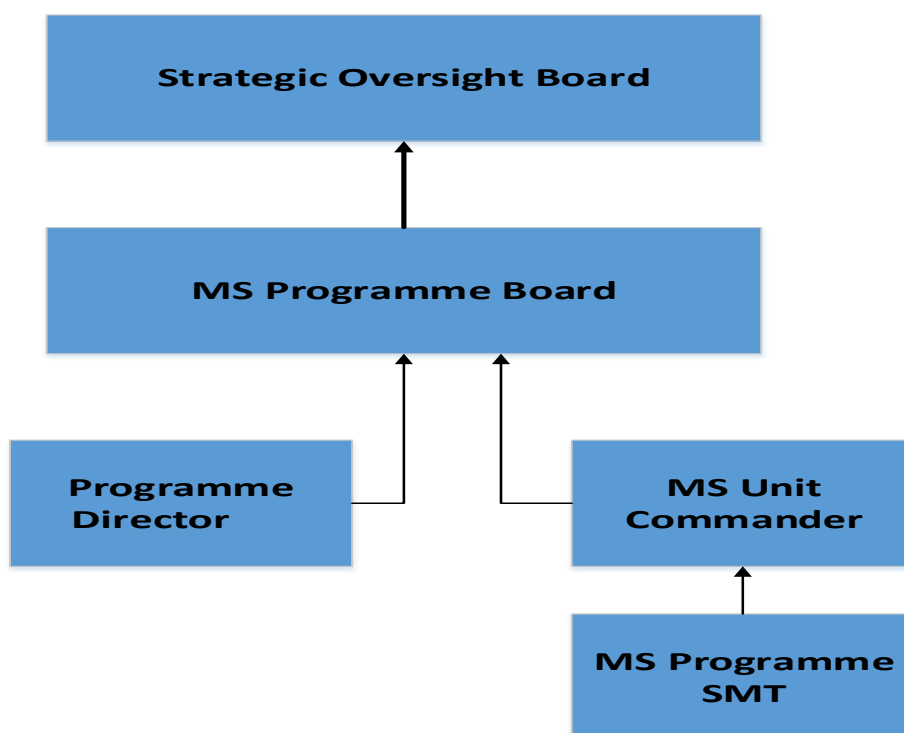
The establishment of processes to improve access for investigators to **expert prosecution (civil and criminal) advice**, to escalate challenges where advice is disputed and to track lessons learnt about Modern Slavery cases across the criminal justice system as further described in the 4P & NRM Terms of Reference in **Schedule 5** (Terms of Reference).

A **National Training Coordination Function** to develop, roll out and track delivery of training packages to improve specific skills for investigators/police family.

A **NRM Police Triage Function** to improve the intelligence yield from complex (historic, overseas, or containing vague information) NRM referrals, and to establish a process where joint intelligence packages inform and accompany these referrals into UK Forces.

SCHEDULE 3

Governance



This Schedule sets out the governance structure and terms of reference that will be implemented in order to successfully manage the delivery of the Programme.

This Schedule sets out the governance structure and terms of reference that will be implemented in order to successfully manage the delivery of the Programme.

1. Strategic Oversight Board (SOB)

1.1 Primary Purpose

To maintain high level strategic oversight of the delivery of the Programme, including all parts of the transformation programme embedded within other agencies, as well as providing leadership, strategic direction and governance to the MS Programme Board meeting, and quality assuring the delivery of the Programme.

The Grant Agreement sets the programme tolerances for value for money (VfM), procurement, compliance with programme objectives (Scope), cost, and timescales.

Risk tolerance will be set by the Senior Responsible Officer ensuring that all risks rated 'High' will be submitted to the Strategic Oversight Board for review. The ownership and mitigation of these risks remain under the control of the Senior Responsible Officer and managed by the Programme Director.

1.2 Key Objectives

The key objectives of the Strategic Oversight Board shall be to:

- Provide reassurance to the SOB stakeholders that the programme is fully compliant with the Home Office Grant Agreement.

- Escalate any high level risks and/or issues that could affect the Programme's ability to comply with any of the Grant Agreement which could not be mitigated at the MS Programme Board.
- Approve change control papers that detail a significant change of scope in relation to any of the Key Deliverables.
- Provide an opportunity for key stakeholders to identify interdependencies between the programme and their organisation, and/or provide feedback on the future planning and activity to be completed by the Programme.
- Facilitate ad hoc requests from senior stakeholders for briefings on specific elements linked to the Programme.
- Facilitate the development and approval of exit strategies for the Lead Force prior to the end of funding period.

1.3 Responsibilities

The responsibilities of the Strategic Oversight Board shall be:

- 1.3.1 maintain strategic scrutiny and assurance that the operational delivery of the Modern Slavery Police Transformation Unit, including externally embedded workstreams (MPS & ROCUs) are in line with the Grant Agreement;
- 1.3.2 provide strategic direction and governance to Phase 4 of the Modern Slavery Transformation Programme;
- 1.3.3 to challenge and approve the annual budget to be submitted to the Home Office and any changes to the budget as set out in paragraph 5 of this **Schedule 3**; and
- 1.3.4 to monitor on a quarterly basis the Programme's overall performance by reference to highlight reports and delivery briefings in order to apply assurance, intervention, direction, and control as required.

1.4 Board Administration and Membership

- 1.4.1 The Strategic Oversight Board will be chaired by Devon and Cornwall Police and Crime Commissioner as the recipient of the Grant or their designated representative.

1.4.2 Membership will include:

- Devon and Cornwall Police and Crime Commissioner.
- Devon and Cornwall Police Chief Constable (SRO).
- West Yorkshire Police and Crime Commissioner (Modern Slavery APCC Lead).
- North Yorkshire Police Fire and Crime Commissioner (Victims APCC Deputy Lead).
- Devon & Cornwall Police, Director of Finance and Resources.
- A senior policing representative appointed to speak collectively on behalf of the ROCUs.
- A senior policing representative appointed to speak on behalf of MPS.

- Programme Director.
 - Police Transformation Unit Commander.
 - Head of the Home Office Modern Slavery Unit.
 - Independent Reviewer (Caroline Haughey).
- 1.4.4 Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members have authority to represent their organisation at the required level and approve decision papers.
- 1.4.5 At the invitation of the Chair, a victim or survivors representative, may be invited to participate within the Strategic Oversight Board.
- 1.4.6 All decisions must be agreed by the Devon and Cornwall Police and Crime Commissioner and the SRO and a majority of the remaining members of the board who are in attendance at the meeting.
- 1.4.7 The Strategic Oversight Board will be held on a quarterly basis administered by the Programme Support Team in accordance with The Lead Force's Business Change standard practices.
- 1.4.8 Papers for the Strategic Oversight Board will be distributed five (5) working days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 1.4.9 Notwithstanding paragraphs 1.4.5 and 1.4.6 of this **Schedule 3**, there may be circumstances that require the Strategic Oversight Board to meet in an emergency.

2. MS Programme Board

2.1 Primary Purposes

- 2.1.1 The primary purpose of the MS Programme Board is to:
- 2.1.2 provide strategic assurance to the SRO that the operational delivery of the workstreams within the Modern Slavery Police Transformation Unit and within the OPCC workstream are in line with the Grant Agreement;
- 2.1.3 provide leadership and strategic direction, whilst holding the Modern Slavery Teams to account ensure their outcomes are aligned to the anticipated benefits of the Programme and are on track to deliver against agreed timescales; and
- 2.1.4 to oversee the delivery of Phase 4 of the Modern Slavery Transformation Programme, with particular focus on identifying exit / continuation strategies prior to the end of the funding period.

2.2 Key Objectives

The key objectives of the MS Programme Board shall be to:

- provide reassurance to the SRO that resources within the Programme are working collaboratively to achieve the 4 Key Deliverables, and to track their progress against the Project Plans via an overarching delivery update paper;
- provide an update on the current status of the Programme risk register;
- when required, approve change control papers that detail a change of scope in relation to achieving any of the Key Deliverables;

- provide a detailed update on the progress of Phase 4 of the Modern Slavery Transformation Programme workstreams, with particular focus on identifying exit / continuation strategies for the Programme; and
- approve of quarterly and annual budget monitoring reports prior to scrutiny at the Strategic Oversight Board.

2.3 Responsibilities

The responsibilities of the MS Programme Board shall be:

- 2.3.1 to maintain internal strategic scrutiny and assurance that the operational delivery of the Programme (including externally embedded functions: MPS, ROCU Lead Forces and Crime Commissioner for West Yorkshire) in accordance with the Grant Conditions;
- 2.3.2 to hold corporate accountability and responsibility for decisions regarding Phase 4 of the Modern Slavery Transformation Programme;
- 2.3.3 to, where possible, resolve strategic issues within the operational units, or those that require the input and agreement of senior stakeholders without escalation to the Strategic Oversight Board;
- 2.3.4 to advise on the allocation of assets required for the successful delivery of the Programme;
- 2.3.5 to define and manage the thresholds for the management of scope, risk, issues, and benefits for the Programme and its constituent work-streams and projects;
- 2.3.6 to ensure the Programme delivers Phase 4 of the Modern Slavery Transformation Programme workstreams within its agreed boundaries to include cost, time, quality, expected and actual benefits;
- 2.3.7 to provide assurance for stability and effectiveness throughout the Programme delivery cycle;
- 2.3.8 to monitor on at least a quarterly basis the Programme's overall performance by reference to highlight reports, Programme plans and risk register in order to apply assurance, intervention, direction, and control as required; and
- 2.3.9 to manage interdependencies with wider strategic imperatives and national initiatives and to identify exit strategies for the Programme.

2.4 Meeting Administration and Membership

- 2.4.1 The MS Programme Board will be chaired by the Chief Constable as the SRO for the Programme or their designated representative.
- 2.4.2 Members will commit to support the SRO within the following areas:
 - to resolve or mitigate risks and issues relevant to their business area and across business areas;
 - to understand and resolve dependencies;
 - to ensure continued viability and integrity of the Programme; and
 - to support the application of programme and project standards.

2.5 Membership will include:

- Devon and Cornwall Police Chief Constable (SRO).

- A senior policing representative appointed to speak collectively on behalf of the ROCUs.
 - Programme Director.
 - Modern Slavery Police Transformation Unit Commander.
 - Representative for the Police and Crime Commissioner for West Yorkshire.
 - Lead Force OPCC Grant Manager.
 - Management Accountant.
- 2.6 Extra-ordinary invitation to practitioner/specialist leads when required to attend meeting on ad hoc basis (e.g. Legal specialist lead invited to attend for approval of the terms of this Agreement).
- 2.7 Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members are decision makers for their functions at this meeting, including designated deputies when in attendance. The final decision rests with the SRO.
- 2.8 The MS Programme Board will be held on a quarterly basis administered by the Modern Slavery Transformation Programme Team in accordance with the Lead Force's Business Change standard practices.
- 2.9 The formal standing agenda items include:
- delivery update paper indicating progress against the agreed plan;
 - highlight report, including risk paper;
 - financial monitoring reports;
 - options and decision papers as required; and
 - exit strategy position paper.
- 2.10 Papers for the MS Programme Board will be distributed five (5) Business Days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 2.11 Notwithstanding paragraphs 2.8 and 2.10 of this **Schedule 3**, there may be circumstances that require the MS Programme Board to meet in an emergency.

3. Ad Hoc Escalation Process for Governance Issues

- 3.1 In certain circumstances, stakeholders both internal and external to the Programme will need to escalate governance or risk issues in an ad hoc way. The table below will detail the different escalation processes depending on the type of stakeholder:

Type of Stakeholder	1 st Escalation Process	2nd Escalation Process	Final Escalation Process
Force / ROCU	Relevant unit SMT member	Unit Commander	CC Sawyer
WY PCC	Unit Commander	Programme Director	CC Sawyer

4. Budget Management and Delegated Decision Making

4.1 Annual Budget

The Grant Agreement sets out the approved one (1) year budget allocated by the Home Office. Paragraph 5.6 of the Grant Agreement states that the budget will be confirmed on an annual basis including confirmation that the Programme still meets the strategic/funding objectives of the Home Office. The annual budget (including

spending analysed by work-streams and by expenditure type) to be submitted to the Home Office will be approved by the Strategic Oversight Board.

4.2 Budget Monitoring

Budget monitoring reports will be submitted quarterly to the MS Programme Board and the Strategic Oversight Board.

4.3 Management of the Budget

The Programme Director, supported by the programme accountant will manage the budget on behalf of the SRO and will take responsibility for ensuring compliance with the Home Office grant conditions and for value for money in the use of the Grant. The Programme Director will inform the SRO if any circumstances occur where project expenditure will not be eligible for reimbursement under the grant conditions and the SRO will report this to the Strategic Oversight Board. The time limited nature of the Programme requires timely decision making to ensure that the objectives of the Programme can be delivered within the time frame of the project.

4.4 Virements

A virement is a planned reallocation of resources between approved budgets, these provide a degree of flexibility within the overall policy framework determined by the Grant Agreement and the budget approved by the Strategic Oversight Board and therefore to provide the opportunity to optimise the use of resources for emerging needs of the project.

Virements between work-streams and between the expenditure types as set out in the Annual Budget Report will be approved by the SRO up to a value of £100,000 within the MS Programme Board. If the SRO is not in attendance at the Board all virements will be subject to separate approval by the SRO. This delegated approval excludes any contentious items which will be referred both to the Home Office and to the Strategic Oversight Board, the SRO will be responsible for deciding if an item is contentious.

5. Scheduled Reports to the Home Office

5.1 The Programme Director will be responsible for ensuring scheduled reports, as stipulated in the Grant Agreement (Schedule 3), are provided to monitor and track spending, including committed spend, against agreed budgets, and notify the Home Office of any variances.

5.2 The reporting schedule for the Financial Year of 2019/2020 are detailed below:

2019/2020 Financial Year	Report	Date Due
1	Project Update	July 2019
2	Consolidate Report	October 2019
3	Evaluation Report	Autumn 2019 (date to be confirmed)
4	Project Update	January 2020
5	Accruals Update	March 2020

6	Consolidated Report	April 2020
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SCHEDULE 4

Dispute Resolution Procedure

1. DISPUTE RESOLUTION

- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement or the Programme (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
 - 1.1.1 the Chair of the Strategic Oversight Board and other members of the Strategic Oversight Board shall initially seek to resolve any dispute between the Parties;
 - 1.1.2 if the matter cannot be resolved in accordance with paragraph 1.1.1 of this **Schedule 4**, the matter will be referred to the Head of the Home Office Modern Slavery Unit for advice in resolving the dispute; and
 - 1.1.3 if the matter cannot be resolved in accordance with paragraph 1.1.2 of this **Schedule 4** within fourteen (14) days, the Chair of the Strategic Oversight Board shall invite one Party to initiate a mediation.
- 1.2 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this Schedule. A copy of the request should be sent to the Centre for Effective Dispute Resolution or its successor ("CEDR").
- 1.3 The procedure in the Model Procedure will be amended to take account of:
 - 1.3.1 any relevant provisions in this Agreement; and
 - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven (7) days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Parties (having first consulted with them).
- 1.5 The mediation will start no later than twenty-one (21) days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this Schedule is being applied.

SCHEDULE 5

Terms of Reference

Part 1 TOR MSPTU TEAMS

1. Introduction and Purpose

This document sets out the terms of reference for the Modern Slavery Police Transformation Unit. Comprised of the Insight Team (1 senior strategic analyst, 2 strategic analysts and 4 researchers, with 1 regional and strategic analyst manager), the 4P Team (3 Inspectors, 2 Sergeants, 3 Constables, 1 cyber and online specialist and 1 4P development officer), the training team (1 strategic engagement training manager, 1 training coordinator and 1 training transition associate), the SMT (unit commander, head of operations & development, Head of Insight and Analysis and head of delivery and NRM reform) and associated programme support, coordination and administrative functions as deemed necessary by the SRO to discharge the project effectively. The unit is an integral part of the wider Modern Slavery Police Transformation Programme, funded via the Police Reform and Transformation Fund Board. The purpose of the unit is to provide a national coordination function for the development of the evidence base about the nature of the threat of modern slavery and develop and promote best practice within the police response.

2. Background

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the response to modern slavery and the necessity for lessons to be learnt at pace/shared across all Forces. The review also highlighted challenges in the intelligence flows and assessment capability, and in the ability to deliver across all strands of the modern slavery strategy. The Lead Force shall procure that the MSPTU will work alongside regional transformation teams to address and tackle these issues.

The Lead Force shall procure that the MSPTU will work to improve consistency, raise standards and embed nationally developed work into each force. The unit is intended to drive and manage strategic intelligence gathering and assessment alongside proactive policing good practice, liaising with partners and NGOs to promote and share good working practice, the coordination of which may highlight unidentified victims, offenders or locations involved in Modern Slavery. It will help identify and articulate the demand on policing of responding to Modern Slavery. It will also identify ways for the service to make the response more efficient.

3. Key Outputs and Service Standards

The Lead Force shall procure that the following outputs and service standards are achieved in relation to the MSPTU:

HO Deliverable	Output	Activity
A. Provide and strengthen the regional and analytical coordination capability to develop the collection and exchange of intelligence across and between forces and partner agencies and to coordinate cross-force operational activity.	Transfer the collection of Modern Slavery preparations data into PND via direct data entry processes conducted by individual forces to enable better sharing of information and risk management.	Conduct user needs workshop.
		Create design plan for submission to CGI.
		Pilot system within PND.
	Create a knowledge base of thematic areas of Modern Slavery to meet the response of the emerging national and local risks.	Review current knowledge based products.
		Create products to fill the current gaps in knowledge areas.

	Create a knowledge base of thematic areas of Modern Slavery to meet the response of the emerging national and local risks.	Identify list of risk and prevention orders.
		Review process for recording orders on systems e.g. PNC/Intelligence databases.
		Identify process for the inclusion of STRO and STPO within the operations database or other intelligence/information sharing system.
	Provide specialist expertise and guidance in analytical co-ordination and intelligence sharing concerning Modern Slavery.	Work together with the Crown Prosecution Service to monitor the use of early investigative advice and flag outliers in this data.
		Create and update list of all publicly available and internal performance data in relation to Modern Slavery investigations.
	Review of all aspects of operational performance data in relation to Modern Slavery investigations with a view of understanding performance and providing indications of areas for improvement.	Thematic National Intelligence Assessments (where need arises due to specific request, emerging issue or risk).
		Complete a review of the domestic servitude investigations from an investigation perspective.
B. Collate, assess and disseminate intelligence from/to ROCUs and forces. Provide analysis of emerging threats, trends and offender/victim methodologies to ROCUs, forces and, subject to operational sensitivities, partner agencies and Government. Provide analysis of the overall operational performance in tackling Modern Slavery.	Develop examples of best practice and lessons learnt to providing an evidence base to drive local prevent, protect, pursue and prepare activity.	Work with partners from law enforcement and non-statutory organisations (at local/regional/national level) to identify prevent, protect, prepare solutions.
	Develop understanding of the domestic servitude landscape and identify good practice to develop Prevent, Prepare, Protect and Pursue solutions specific to this typology.	Conduct force level Modern Slavery crime scanning in line with NCRS &HOCSR.

		Improve national force understanding and use of NCA Tac Adviser function.
C. Develop the evidence base for operational best practice, to include but not limited to: prevention measures, conducting effective investigations, achieving successful prosecutions and other criminal justice outcomes (such as STROs), confiscation/forfeiture of illicit profits and victim support through the criminal justice system. Share this best practice with forces and, where appropriate, with partner agencies.	Provide specialist expertise in the investigation and prosecution of Modern Slavery act offences and work with force SPOCs, FCRs and other law enforcement agencies (where appropriate) to assist them in meeting the operational threat.	Conduct force level de-briefs of MS investigations & highlight best practice.
		Work together with the CPS to monitor the use of Early Investigative Advice and flag outliers in this data.
		Increase the evidence base of evidenced led prosecutions, extracting lessons learnt from police, CPS and prosecutors.
	Assist in developing the national drive to understand the level of Modern Slavery related activity and increase the number of prosecutions nationally.	Work together with CPS and the Home Office to develop joint activity to improve understanding and application of reparation orders.
		Work together with the NPCC Digital Case File Project Team to build a MS specific case file.
		Develop a national expert database of SIO investigative experience.
		Develop a best practice guide for policing for MS intranet sites.
		Completion of guides, to include clear steps for investigators of child exploitation within County Lines.
	Develop, provide and maintain up to date guidance relating to the investigation and prosecution of Modern Slavery Act offences to inform and support police forces and other agencies (where appropriate).	Design and implement an initial contact booklet for action to be taken by Police at point of first response.
		Develop and distribute bulletins to forces to update on national areas of concern or interest in MS investigations.
		Produce up to date guidance documents on areas relating to the investigation of modern slavery as identified through debriefs or research.
		Review & monitor the use of STPOs & STROs and act as a subject matter expert to assist policing in greater use of these powers
		Review the platform for recording of and management of information of STPOs/STRO.

	Review and develop the national procedures for the use and reporting of STROs and STPOs with a view to supporting forces to increase and improve the quantity applied for in appropriate cases.	Review and make recommendations for the operational management of STPO/ROs.
		Work with National Probation Service/Prisons to identify appropriate training around management of individuals with STPOs/ROs.
		Work together with the NPCC Digital Case File project team to enhance consideration of MS orders within future DCFs.
		Develop guidance for MS offences and force crime recording systems.
		Review and define a role description for MS Victim liaison officers.
	Develop opportunities for the development of national solutions, where the MSPTU identifies and opportunity develop an initiative once nationally on behalf of policing.	Map resources available to support victims of Modern Slavery within police regions.
	Identify opportunities for the development of partnership engagement to improve victim assessment, management and multi-agency support and improve knowledge and understanding of available support.	Review police crime recording of Modern Slavery offences, identify good practice and promulgate advice to forces.
		Develop best practice relating to the support of victims of modern slavery and work with other agencies to assist forces to develop victim engagement strategies to support investigations and prosecutions.
		Identify a list of relevant statutory and non-statutory organisations focusing on MS.
		Review existing national and best practice of Victim Needs Assessment (VNA) in line with NRM reform/Judicial Review (JR) to offer improved quality and services tailored to the individual from initial referral, through and on from the NRM.
	Work with partners from statutory and non-statutory organisations (at local/regional/national) to identify good practice and opportunities to develop	Research % figure of EIA referrals and identify best practice.

	practical solutions to Modern Slavery challenges across the '3Ps' of "prevent, protect, prepare".	Research referrals by force area and region and establish national picture
	Work with other agencies including the Home office to develop guidance and procedures around the support of victims and the investigation of Modern Slavery Act offences where the section 45 defence is an issue with the aim of informing and supporting force procedures.	Establish joint working group to identify solutions and increase submissions.
		Engagement in NRM and first responder reform.
		Assist the Single Competent Authority work strands.
D. Where there are synergies with policing activity and concerns, support the delivery of wider government initiatives to tackle Modern Slavery, for example the NRM reform programme and the government's international Modern Slavery.	Support the NRM reform programme board to deliver required changes (e.g. Single Competent Authority & Digitisation process).	Act as SPOC for the Home Office SCA Digitisation process.
		Act as a subject matter expert for Home Office activity following the Independent Review of the Modern Slavery Act.
		Act as conduit for police activity and feedback on review of Home Office documents.
	Act as a subject matter expert and single point of contact for refreshed Home Office guidance specific to Modern Slavery and assist police forces in understanding and developing related procedures where appropriate.	Assist Home Office to deliver their planned reforms and improvements to procedures.
		Progress possibilities for NRM risk data being submitted.
		Work with Home Office to develop improved disclosure for criminal justice and safeguarding purposes.
	Assist the Home Office in relation to the creation of safeguarding structures and the collection and dissemination of data in line with NRM reforms and assist police forces in understanding the requirements.	Review CPIA and disclosure within the National Referral Mechanism.
		Identify all existing MSPTU created training materials.
		Identify process for the transfer of products to College of Policing.
E. Develop and provide updated training based on learning that emerges in 19/20 to forces, and, subject to operational sensitivities, share this with partner agencies.	Transfer to College of Policing and police forces all MSHT training materials and lessons plans that are in existence.	Complete train the trainer process to embed training into local delivery.
		Review all MSTPU created training material.

		Update MSPTU training material where necessary.
	Conduct a review of all current MSHT training material produced by the MSPTU to ensure the content is relevant.	Develop new CPD activity for delivery to law enforcement in relation to new areas of good practice and awareness raising.
		Ad-hoc training and presentation delivery by members of the MSPTU.
	Develop and deliver engagement activity to share lessons learned and good practice and continue awareness raising of this subject.	Hold a National Modern Slavery CPD Conference 2020.

4. **Project Milestones**

The Police Transformation Unit Commander is responsible for delivering specific milestones in accordance with the Programme's Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to Participating Bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

5. **Scope**

In order to provide the strongest reporting possible, the Lead Force shall procure that the MSPTU will consider all investigations defined by forces as Modern Slavery.

Its reporting will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- sexual exploitation;
- labour exploitation;
- criminal exploitation;
- trafficking and exploitation of children; and
- other forms of exploitation (including domestic servitude and organ harvesting), as well as new and emerging issues.

It is envisaged the MSPTU will work closely together and share expertise with other roles working at a regional level to tackle wider forms of exploitation and vulnerability.

The Lead Force shall procure that the MSPTU will seek to harvest information from Forces and other agencies involved in this collaboration. They will provide a review of existing academic and published material and apply evidenced based policing approaches to the identification of good practice to provide a strong evidence base to respond to challenges experienced by analysts. The Lead Force shall procure that the MSPTU shall consider what learning Modern Slavery can draw from the evidence bases and best practice developed in similar areas of policing or social practice, and actively work to reduce silos between policing portfolios.

The work programme for the MSPTU will influence, and be influenced by, the outputs from HMICFRS, the JSTAC and other significant publications. This should ensure that effort is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to successful investigations and prosecutions.

6. Core Functions of the Role

The Lead Force shall procure that the MSPTU will identify and analyse Modern Slavery activity across boundaries, ensuring that analysis meets local, regional and national requirements, including the National Modern Slavery Threat Group, to enable better understanding and targeting of the threat and support decision making accordingly. Assessments should be used by the National Modern Slavery Threat Group's to drive national policing activity and improve its understanding of the threat from Modern Slavery.

The Lead Force shall procure that the MSPTU shall develop the national evidence base around Modern Slavery, actively developing national hypotheses about the nature of the threat, creating intelligence collection strategies to support the National Strategic Intelligence Requirements and help influence the development of stronger intelligence flows from police and partners.

The Lead Force shall procure that the MSPTU will debrief and develop best practice across "prevent, protect, prepare and pursue" strands of the modern slavery strategy, supporting forces to embed good practice, including through the development and delivery of training and awareness provision for intelligence staff and investigators operating at force and regional levels, and through the provision of CPD for force strategic and tactical SPOCs.

The Lead Force shall procure that the MSPTU will provide disruption and performance information, and seek to reduce duplication of requests for information to Forces.

The Lead Force shall procure that the MSPTU will support the collaboration across different types of policing response, including international activity, SOC, and counter terrorism including through the provision of stronger data about people, places and offending methodologies.

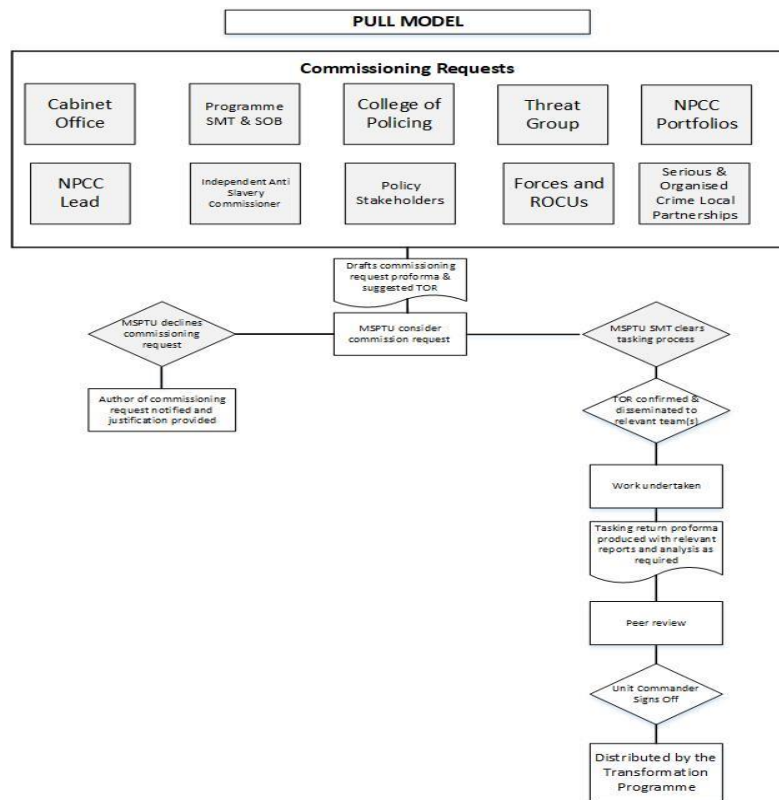
The Lead Force shall procure that the MSPTU will actively develop networks inside and outside of the police service to create stronger evidence bases for decision makers and provide a network of support and advice for regional and force analysts supporting investigations.

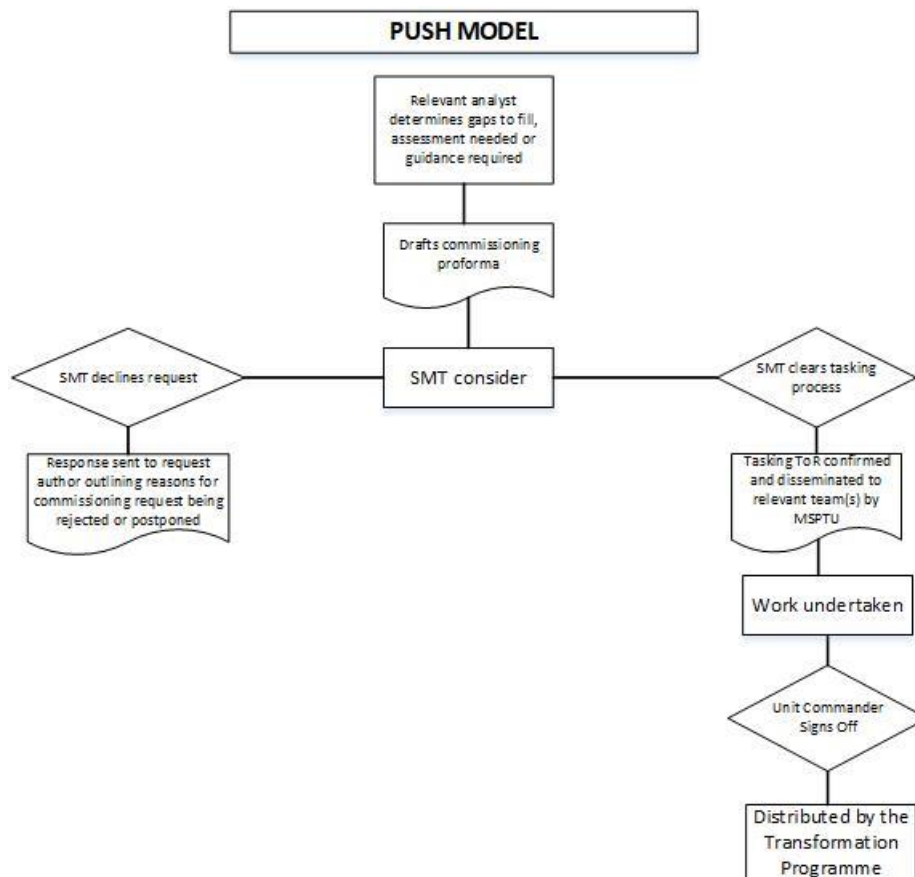
7. The Tasking Process

Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for reporting that could threaten to significantly overwhelm the Insight Team's staffing levels.

Consequently, the MSPTU activity and assessment must be formally commissioned through the Programme and the workload managed by the Police Transformation Unit Commander.

The Lead Force shall procure that the MSPTU will operate on both a 'pull' and 'push' model of knowledge production. Specialists within the team will recommend the production of reporting based upon material they are exposed to in the normal course of their duties (the 'push' model). Customers and stakeholders will request reporting to address key operational and policy concerns (the 'pull' model). These models are outlined in process charts below:





The Lead Force shall procure that products will be issued through the Programme official channels with appropriate handling conditions. In principle, learning will be shared as widely as is feasible, in consultation with the Forces/agencies supplying material. This may require the production of sanitised products for wider dissemination via Polka/Knowledge Hub/wider police systems.

8. Outcomes

The Lead Force shall procure that the outcomes from tasking will be produced in a standardised return document from the MSPTU Teams to allow consistency of reporting. All tasking returns and requests from the MSPTU Teams will be collated by the Head of Insight and Analysis, additionally these returns will allow activity to be tracked and monitored by the wider transformation programme support team.

9. Evaluation

The MSPTU project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the MSPTU has had, and learn lessons which can inform both the Exit Strategy and the design of future similar initiatives. The evaluation plan will be available from the MS Programme Board.

The evaluation will be supported by the programme team, but will require each MSPTU team to track taskings, outcomes and feedback, and provide access to products/processes created by the team.

10. **Intelligence and Information Sources**

The Lead Force shall procure that the MSPTU will draw from a broad intelligence and information base to develop the National Operations Database and the national policing data tool. Each party to this Agreement and any agencies running Modern Slavery operations will, through their Regional Transformation Team, submit high level information to enable the mapping of active investigations required by the Insight Team to develop an accurate understanding of the threat posed to policing and to supply the information required by the Home Office.

The Lead Force shall procure that the MSPTU will, as necessary perform structured debriefs of operations, including access to interview or debrief the SIO/analyst/investigation team and gaining access to debriefs. This will enable promulgation of best practice in analysis and also a deeper understanding of operations involving Modern Slavery and their effect on the overall Modern Slavery intelligence picture. Responsibility for submitting actionable intelligence identified through these reviews remains with the Lead Force/agency/ROCU having ownership of the operation being debriefed.

The Lead Force shall procure that the MSPTU will also access, via NCA and the Regional Transformation Team, the developing national disruptions dataset and OCGM material.

The Lead Force shall procure that the MSPTU will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of SOC local partnerships and anti-slavery partnerships.

The College of Policing shall ensure that the MSPTU shall have access through the online library, to academic and published material and will take part in academic engagement to further the national understanding of the threat.

The Lead Force shall procure that the MSPTU will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to intelligence collection plans for products commissioned from JSTAC or the Insight Team.

11. **Information Ownership and Data Control**

The Lead Force shall procure that the MSPTU will disseminate strategic intelligence about recurring themes, linked investigations, offender methodology. This intelligence will be held within and disseminated through the Lead Force's intelligence systems to relevant FIBs/national systems.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the Programme.

The Lead Force shall procure that the MSPTU SMT will work together to identify the most appropriate continuation strategy for this team, ensuring the information collected is not lost to the police service.

12. **Key Stakeholders**

The MSPTU has numerous stakeholders, including agencies contributing information about operational activity, Regional Strategic Analysts, JSTAC, the College of Policing, linked NPCC portfolios, as well as those benefitting from the reports. The Lead Force shall procure that the MSPTU shall provide:

(a) Policing

The Lead Force shall procure that senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), will be able to draw on intelligence reports that they can have confidence in, supporting them in determining strategic priorities for improvement.

The Lead Force shall procure that the MSPTU will work closely with other NPCC Portfolios to reduce siloed activity between, in particular, CSE, OIC, County Lines and Modern Slavery.

The Lead Force shall procure that force and ROCU Strategic leads will be able to draw on published MSPTU outputs through the online platforms, and commission activity through the Regional Transformation Teams. The Lead Force shall procure that forces and ROCUs will benefit from a greater understanding of the intelligence picture and be provided with regular management information in relation to Modern Slavery, and will be able to use other forces/agencies experience to inform their approaches and investigative techniques. The Lead Force shall procure that Regional Transformation Teams will benefit from MSPTU support in order to help overcome challenges encountered in their region and the development of their regional action plan.

The Lead Force shall procure that investigators and analysts will be able to draw on published MSPTU outputs through the online platforms, and seek guidance for their proactive and operational activity from the unit.

(b) College of Policing

The Lead Force shall procure that the College of Policing will benefit from the development of a stronger evidence base to inform training material and the development of APP and training delivery.

(c) SOC local partnerships and local/regional Modern Slavery forums/threat groups/partnership groups/SGG

The Lead Force shall procure that partnerships will benefit from access to stronger assessments and support in developing or delivering recommendations to respond to Modern Slavery. The Lead Force shall procure that Regional Transformation Teams will be able to draw down support from the MSPTU for Local Partnerships in their area.

(d) National Modern Slavery Threat Group

The Lead Force shall procure that the National Modern Slavery Threat Group will receive regular updates via the Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

(e) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit

The Lead Force shall procure that policy officials will benefit from access to more timely, robust and comprehensive assessment of Modern Slavery and the disruptive impact of policing activity, providing a more effective evidence base to guide policy making. This will be through both intelligence reports and management information.

The Lead Force shall procure that the MSPTU will liaise with the MSU and other home office departments involved the development of the NRM revisions and other safeguarding and advocacy functions.

(f) Independent Anti-Slavery Commissioner's Office

At the discretion of the SRO, the Lead Force shall procure that IASC will have sight of appropriate assessments and reports produced by the MSPTU with dissemination through the Police Transformation Unit Commander.

(g) Her Majesty's Inspectorate of Constabularies and Fire and Rescue Services

The Lead Force shall procure that HMICFRS shall have sight of assessments and reports produced by the MSPTU via the online platforms. The Lead Force shall procure that HMICFRS will also have access to the processes, activities and outputs of the unit as part of future thematic reviews and inspections. The Parties acknowledge that HMICFRS can make recommendations for the MSPTU and gain additional briefings via the NPCC Lead. The Parties acknowledge that it is highly likely that the MSPTU programme of work will be heavily shaped by the HMICFRS published recommendations.

13. Employment Model

The MSPTU team is directly employed by the Lead Force. Roles will be advertised and the recruitment and vetting process will be managed by the Lead Force as per their local policies/agreements. Police Officers will be posted (if from the Lead Force), or seconded (from a different force). The Police Officers remain in the service of their home force whilst seconded. Police staff will be posted (if from Lead Force), seconded (from a different force) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

14. Funding and performance reporting

Clause 16 (Funding) sets out the position in relation to funding.

The Parties acknowledge that this project is centrally funded within the Programme, and the salary budget managed by the programme team. Operating costs for training, travel, overtime and operating expenses will be managed within a set financial envelope by the Police Transformation Commander, with oversight by the programme management accountant. Any variations in planned spend will be confirmed in writing.

Reports describing the budget monitoring position will be prepared as follows during 2019/20.

3 October 2019	Actual spend to 30 Sept and forecast spend to year-end
4 March 2020	Forecast spend to year-end
6 April 2020	Actual final spend

Activity is to be reported monthly to the APPC/NPCC joint programme team. The Team Leaders will be required to update the Head of Insight and Analysis and the Head of Delivery and NRM Reform with of outcomes and activity during the month. This will be achieved by maintenance of the team delivery trackers and all staff are required to use these trackers to record their activity.

These are mandated returns that form part of the grant conditions. Deadlines for returning them must be met or funding of not just the MSPTU, but the entire programme, is at risk. In addition to published return dates, the grant enables the

17. **Roles and Responsibilities**

Role	Responsibilities in relation to MSPTU
Modern Slavery Police Transformation Unit Commander (Supt)	• To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the Programme. • To manage the operational budget within the delivery teams. • To liaise with senior stakeholders and ensure effective collaboration at the strategic level. • To identify and plan for transition arrangements.
Programme Director (Police Staff)	• To provide all accountable reporting from the Programme to the grant managers/senior stakeholders. • To provide oversight on behalf of the SRO and PCC for the projects development through the MS Programme Board. • To provide strategic oversight and management of the Programme budget and risk register.
Head of Insight and Analysis (Police Staff)	• To provide strategic direction and tasking the analytical activities of the Insight Team. • To provide a professional analytical lead, liaison with the national analysts working group. • To escalate challenges to the Police Transformation Unit Commander. • To engage with stakeholders and create a strong operating landscape for the Insight Team, providing updates and briefings as required. • Provide final clearance to Insight Team products and act as release authority for the team's work. • To prioritise the tasking's entering the Insight Team. • Provide a detailed update on the progress of the workstream to the Police Transformation Unit Commander on a quarterly basis, with particular focus on identifying exit/continuation strategies for the workstream. • To manage the operational budget for the team. • To support and facilitate the professional development of analysts and researchers working across the Police Force throughout England & Wales to improve the analysis of Modern Slavery. • To manage bespoke strategic and performance analysis, including planning thematic intelligence collection activity as tasked by the National Modern Slavery Threat Group or Prime Ministers task force and support decision making accordingly.
Strategic and Performance Analyst Manager	• To coordinate and review the analytical activities of the Insight Team. • To oversee the development of the National Operations Database. • To ensure that the Insight Team is delivering on behalf of the Head of Insight and Analysis, against the strategic expectations of the Programme. • To escalate challenges to the Head of Insight and Analysis.

Senior Analyst	• To engage with stakeholders and create a strong operating landscape for the Insight Team, providing updates and briefings as required. • To line manage the team and encourage development of all staff within the team and provide CPD events throughout the year.
Analysts	• To provide management information regarding modern slavery in the UK, using operational data. • To provide intelligence assessments in support of thematics or intensification periods. • To assess which areas of Modern Slavery are high priority/risk and which are emerging threats to UK policing. • To identify trends and ensure quality of data across the country. • To produce the police elements of the National Modern Slavery Threat Group data dashboard which will assist in providing a stronger evidence base and narrative about police performance, in particular the impact of disruption activity being undertaken. • To liaise with JSTAC to highlight any trends identified in the data, assisting in the development of more detailed thematic analysis /debriefing /collection plans. • To liaise with 4P Team to highlight good investigative practice identified in the forces and regions for promulgation. • To liaise with Regional Analyst Manager to ensure that high quality intelligence collection and debriefing is standardised across the country. They will also provide leads from other Forces and agencies to initiate investigations or prevention activity enabling vulnerable people and places to be protected, and active offenders to be targeted. • To combine material provided by ROCUs, in order to identify vulnerability and generate leads for forces. • To develop priority thematics for regional staff to explore. • To identify cross overs between Modern Slavery, OIC, CSE and County Lines and potential areas for closer working and intelligence leads, developing an understanding of the similarities between the areas of business, how and why cases transfer between them. • To develop and assist in the maintenance of a shared knowledge platform containing all Modern Slavery operations, lessons learnt and assessments of what has worked. • To provide a narrative about the demand on national policing generated by responding to the threat, providing police performance information to the Strategic Oversight Board and Prime Ministers task force. • To take responsibility for their own development via CPD.
Researchers	• To assist the analysts in production of reports, assessments and identification of threat. • To provide research reports based on thematic and intensification periods. • To support the data tools and spreadsheets developed and collated nationally. • To support NRM Triage. • To take responsibility for their own development via CPD.

Head of Operations and Development (DCI)	• To provide strategic oversight and management of the programme budget and risk register. • To identify and plan for transition arrangements. • To ensure that the MSPTU is delivering on behalf of the Police Transformation Unit Commander, against the strategic expectations of the Programme. • To escalate challenges to the Police Transformation Unit Commander/Programme Director. • To engage with stakeholders and create a strong operating landscape, providing updates and briefings as required. • Provide final clearance to MSPTU products and act as release authority for the unit's work. • To prioritise the commissions and tasking entering the MSPTU. • Provide a detailed update on the progress of the work-stream to the Police Transformation Unit Commander on a monthly basis, with particular focus on identifying exit/continuation strategies for the work-stream. • To manage the operational budget for the Training Teams. • To line manage the National Delivery Coordinator and the Strategic Engagement Training Manager and encourage development of all staff within the team.
Head of Delivery & NRM Reform (Police Staff)	• NRM – to lead on liaison with the Home Office and Single Competent Authority for NRM related matters. • NRM – to assist dissemination of NRM updates to forces and ROCUs. • NRM – represent the MSPTU at the NRM Reform Programme Board. • Pursue – lead activity to continue to develop guidance on modern slavery investigation. • Pursue – liaise with key law enforcement agencies, CPS and Home Office to develop improved understanding as to factors influencing prosecution performance and cascade advice to forces and ROCUs to improve performance. • Pursue – continue to develop advice and best practice around S45 defence through liaison with public sector and NGOs. • 3Ps – lead on developing policy and guidance associated to Protect, Prepare and Prevent. • To manage the operational budget of the NRM, Pursue and 3Ps teams. • Provide a detailed update on the progress of the work-stream to the Police Transformation Unit Commander on a monthly basis, with particular focus on identifying exit/continuation strategies for the work-stream.
4P Team Leader (DI)	• Lead the pursue strand of the 4P Team to provide specialist advice at strategic and investigative levels, in order to fill identified gaps in the response to Modern Slavery. • Through collaboration with CPS and law enforcement agencies develop investigative guidance to increase confidence of investigators, the quality of investigations and subsequently the number of prosecutions. • Liaison with CPS & law enforcement to develop and share best practice, review prosecution cases to assess areas for development, utilise debrief process to support analysis of prosecution performance, assessment of the statutory defences and police engagement with early investigative advice.

	• Lead the Prevent, Prepare, Protect (3Ps) strand of the team to work with wider law enforcement and partners to identify and develop problem solving strategies. • Provide first line supervision to the two sergeants on the 4Ps Team and second line supervision to the other police officers and staff within the team. • To act as the deputy to the Head of 4P Delivery & NRM (Grade 11) as and when circumstances require.
4P Team Supervisor (DS)	• Lead the Prevent, Prepare, Protect (3Ps) strand of the Modern Slavery 4Ps Team to work with wider law enforcement and partners to identify and develop problem solving strategies. • Work with the Modern Slavery Regional Coordinators to strengthen approaches and share good practice across English & Welsh Forces. • Work with other parts of the transformation unit to strengthen our understanding of the scale and nature of modern slavery, and what works best in preventing it. • Provide first line supervision to the other police officers and staff within the 4P team.
3P Officers (DC)	• Work with partners from statutory and non-statutory organisations (at local/regional/national/international levels) to develop good practice and identify opportunities to develop practical solutions to Modern Slavery challenges. • Develop and write advice, guidance and strategy to enable police overcome complex challenges across a wide range of existing and emerging facets unique to Modern Slavery. • Work alongside other NPCC National Policing Portfolios (e.g. County Lines, Sex Workers, Prevent, Missing, the National Crime Agency and the Home Office to identify opportunities for common activity). • Work with the Modern Slavery Regional Coordinators to strengthen approaches and share good practice across English & Welsh Forces.
Child Protection & Safeguarding Specialist (DC)	• Provide a systematic review of existing policy, guidance and shared information related to the identification, protection and engagement with victims involved in modern slavery and draw assessed learning from other disciplines and agencies to fill identified gaps. • Identify and promote intelligence and evidential opportunities, supporting such development alongside the needs and requirements in the safeguarding of victims. • Support the structured debriefing of investigations in order to identify patterns, trends, intervention and intelligence opportunities. • Provide specialist advice and support investigators in problem solving within cases involving children and young people. Work with partners across child protection and safeguarding networks to strengthen intelligence opportunities. • Work with training coordinators to inform the training, shared information, and guidance to support policing's response in this area. • Work with the regional coordinators to strengthen approaches and share good practice across English & Welsh Forces. • Raise awareness and build sustainable networks of in order to increase the flow of tactical and strategic intelligence to Police Forces.

	• Work with other parts of the transformation programme to strengthen our understanding of the scale and nature of modern slavery, and what works best in disrupting it.
Cyber and Online Specialist (DC or Police Staff Equivalent)	• Identify intervention points in systems of Modern Slavery offending, enhancing the impact of operational activity in the online space. • Develop advice, guidance and capability for police investigators to better tackle online elements of crime. • Provide a systematic review identifying gaps or challenges in service provision. • Actively debrief and evaluate good practice across all Forces. • Support the development of disruption and prevention activity, informing intelligence collection strategies. • Provide expert advice to support SIOs to overcome challenges in investigations. • Improve the understanding of modern slavery amongst online investigators across England and Wales. • Take part in and to lead the development of intervention and prevention projects to improve the police services engagement with commercial sectors. • Develop performance and intelligence information for scrutiny at a national level.
4P Officer (DC or Police Staff Equivalent)	• Provide a systematic review of policy, advice and guidance relating to Modern Slavery challenges across the '4Ps' of prevent, protect, prepare and pursue. • Review Modern Slavery policy and guidance and with partners from statutory and non-statutory organisations (at local/regional/national/ international levels). • Development of crime prevention advice for different types of modern slavery exploitation and will involve liaising with relevant NPCC portfolios and law enforcement. • Develop good practice and identify opportunities to develop practical solutions to challenges across the slavery response in prevent, protect, prepare and pursue.
NRM Home Office Police Liaison Officer	• To contribute to the delivery of the outputs identified in Section 4 on behalf of the Police Transformation Programme. • To assist the manager in the task delivery processes for all NRM Triage Unit activity • To act as the appointed liaison for the MSHTU and focus on the issue of NRM risk assessment. • To engage with the MSHTU on a regular basis and assess how improvements can be made in the process of NRM referrals to forces and provide evidence to assist in recommendations for improvement. • To assist in conducting a full review of the NRM issues for policing. • To assist in conducting a full review of the police issues in relation to NRMs and DTN reports.
Strategic Engagement and Training Manager (Police Staff)	• Develop relationships and engage with senior managers in the College of Policing to secure agreement and strategic buy in for a whole system review of the curriculum to ensure Modern Slavery content is present, relevant and fit for purpose.

	• Once agreement has been secured, lead on the delivery of the curriculum review. • Work closely with senior managers in the College to develop solutions to gaps identified. • Manage track and oversee the agreed Modern Slavery training programme • Be accountable for a clear training Exit Strategy to ensure that the modern slavery training delivery moves in to business as usual position in 2020. • Conduct strategic engagement with other National Police Chiefs Council (NPCC) portfolios to work in collaboration to ensure Modern Slavery expertise and training content is present across related threat areas.
Training Coordinator	• Work with practitioners and specialists to identify clear learning outcomes and design course content (including through commissioning of external designers and suppliers). • Identify options for training delivery, making recommendations as to the prioritisation, scope, and delivery mechanism for each of the training solutions. • Track the delivery of the training programme across all Forces in England & Wales, providing regular updates and identifying solutions for obstacles encountered during delivery. • Ensure training material is regularly updated to reflect evolving best practice and draws on evidenced based policing principles. • Work with the wider transformation programme teams to break out new learning to the police service. • Work with Regional Coordinators to identify training needs and to develop Regional Training Action Plans in order to support Forces and Partnerships to improve. • Facilitate the development of a network of practitioners delivering training on MS inside and outside of the police service.

Part 2 TOR REGIONAL TRANSFORMATION TEAMS

1. Introduction and Purpose

This document sets out the terms of reference for the Modern Slavery Regional Transformation Teams, comprising 10 Regional Strategic Analyst and 10 Regional Coordinators, based in each of the ROCUs and the MPS, managed by a National Delivery Coordinator and a National Analyst Manager. It is an integral part of the Modern Slavery Police Transformation Unit, and the wider Modern Slavery Police Transformation Programme, funded via the Police Reform and Transformation Fund Board. The purpose of the Regional Transformation Teams is to work alongside ROCUs, Forces, partnerships and safeguarding boards to improve the collective response.

2. Background

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the response to modern slavery and the necessity for lessons to be learnt at pace / shared across all Forces. Each RUC Host Force shall procure that the Regional Coordinators, positioned across the country in each RUC, will seek to address and tackle this inconsistency.

The Parties shall procure that the Modern Slavery Regional Transformation Team will have the ability to draw on assets from the wider Modern Slavery Police Transformation Programme functions such as, but not limited to; the 4P Team, the Insight Team, the Training Team, the National SMT.

Each RUC Host Force shall procure that the Regional Coordinators and Analysts will work to improve consistency, raise standards and embed nationally developed work into each force. The post is designed to drive and manage strategic intelligence gathering and assessment alongside proactive policing, liaising with partners and NGOs to promote and share good working practice, the coordination of which may highlight unidentified victims, offenders or locations involved in Modern Slavery.

3. Key Outputs and Service Standards

The following key outputs and service standards are the basis for funding the Regional Transformation Teams through this programme. Each RUC Host Force shall procure that the following key outputs are achieved:

HO Deliverable	Output	Activity
A. Provide and strengthen the regional and analytical coordination capability to develop the collection and exchange of intelligence across and between forces and partner agencies and to coordinate cross-force operational activity.	Provide specialist expertise and guidance in analytical co-ordination and intelligence sharing concerning Modern Slavery	Provide subject matter expertise and guidance to investigators in person and via telephone panels re analytical advice and guidance.
B. Collate, assess and disseminate intelligence from/to ROCUs and forces. Provide analysis of emerging threats, trends and offender/victim methodologies to ROCUs, forces and, subject to operational sensitivities, partner agencies and Government. Provide analysis of the overall operational performance in tackling modern slavery.	Develop examples of best practice and lessons learnt to providing an evidence base to drive local prevent, protect, pursue and prepare activity	Thematic Regional Intelligence Assessments (to meet local need or analysis of emerging national risks)
		Conduct force level Modern Slavery support & peer review processes
C. Develop the evidence base for operational best practice, to include but not limited to: prevention measures, conducting effective investigations, achieving successful prosecutions and other criminal justice outcomes (such as Slavery and Trafficking Risk Orders), confiscation/forefeiture of illicit profits and victim support through the criminal justice system. Share this best practice with forces and, where appropriate, with partner agencies.	Develop examples of best practice and lessons learnt to providing an evidence base to drive local prevent, protect, pursue and prepare activity	Provide guidance & specialist advice to support operational activity

4. **Project Milestones**

The ROCU Modern Slavery Programme Lead and the Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the Programmes Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

5. **Scope**

In order to provide the strongest support and reporting possible, each ROCU Host Force shall procure that the Regional Transformation Teams will consider all investigations defined by forces as Modern Slavery. Their focus will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- Sexual exploitation;
- Labour exploitation;
- Criminal exploitation;
- Trafficking and exploitation of children; and
- Other forms of exploitation (including domestic servitude and organ harvesting), as well as new and emerging issues.

It is envisaged the Regional Transformation Teams will work closely together and share expertise with other roles working at a regional level to tackle wider forms of exploitation and vulnerability.

6. **Core Functions of the Role**

Each ROCU Host Force shall procure that the Regional Transformation Teams will support the collaboration across different types of policing response, including international activity, SOC, and counter terrorism by providing stronger data about people, places and methodologies using the National Operations Database.

Each ROCU Host Force shall procure that the Regional Transformation Teams will identify trends early and assist the MSPTU by highlighting potential opportunities for faster prevention or protection of victims. This will lead to the national development of awareness campaigns, legislative change, and further multi-agency responses.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will identify and analyse Modern Slavery activity across force boundaries, ensuring that analysis meets local, regional and national requirements, including those of any regional Modern Slavery threat groups/SOC local partnerships to enable better understanding and targeting of the threat and support decision making accordingly. Assessments produced by the Regional Strategic Analysts should be used to drive the National Modern Slavery Threat Groups (and/or SGG), and regional threat groups activities and improve their understanding of the threat from Modern Slavery within their region.

Each ROCU Host Force shall procure that the Regional Strategic Analysts will develop the regional evidence base around Modern Slavery, actively testing national hypothesis about the nature of the threat, embedding intelligence collection

strategies to support the National Strategic Intelligence Requirements and help to target proactive or thematic intensification activity.

Each ROCU Host Force shall procure that their Regional Transformation Teams will assist regional and local coordination, drive regional threat groups and collectively improve the picture provided by UK policing. A debriefing process exists which will focus on harvesting insight into methodologies used in Modern Slavery operations, and gauging success in disrupting it or the effectiveness (or otherwise) of partnership working.

Each ROCU Host Force shall procure that the Regional Transformation Teams will actively develop networks inside and outside of the police service to help forces, ROCUs and national units create stronger evidence bases for decision makers and provide a network of support and advice for force analysts supporting investigations and for investigators.

Each ROCU Host Force shall procure that the Regional Transformation Teams will provide disruption and performance information, supporting national data/intelligence requirements emanating from the Modern Slavery Insight Team/JSTAC and other stakeholders, seeking to reduce duplication of requests for information to Forces and improving the sharing of intelligence and information between Forces/agencies.

Each ROCU Host Force shall procure that the Regional Transformation Teams will support continuous improvement within the forces in their region, ensuring with support from the 4P Team, that each police investigation into Modern Slavery is reviewed in order to improve the next. Lessons learnt/good practice at all stages from prevention to prosecution will be identified in a consistent way.

Each ROCU Host Force shall procure that the Regional Transformation Teams will act as the conduit to draw on the MSPTU teams who will champion innovation within Forces but seek to reduce the duplication of individual, non-expert officers struggling with complex policy development. Each ROCU Host Force shall procure that the team will actively contribute to the development of stronger APP, guidance and shared information, and will develop networks inside and outside of the police service to support investigators overcome obstacles inhibiting investigations.

7. The Tasking Process

The work programme for the Regional Transformation Team will be influenced by the outputs from national tasking and threat group processes, alongside emerging recommendations from national reviews and HMICFRS inspections, and products emerging from the 4P Team, JSTAC and the Insight Teams, following the developing evidence base and intelligence requirements. This should ensure that effort of the Regional transformation teams is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to Forces either nationally or within their region.

Modern Slavery is an area of significant interest for ministers, policy officials and law enforcement decision-makers. It is likely that there will be a significant appetite for tasking and reporting that could threaten to overwhelm the capacity of the Modern Slavery Regional Transformation Team.

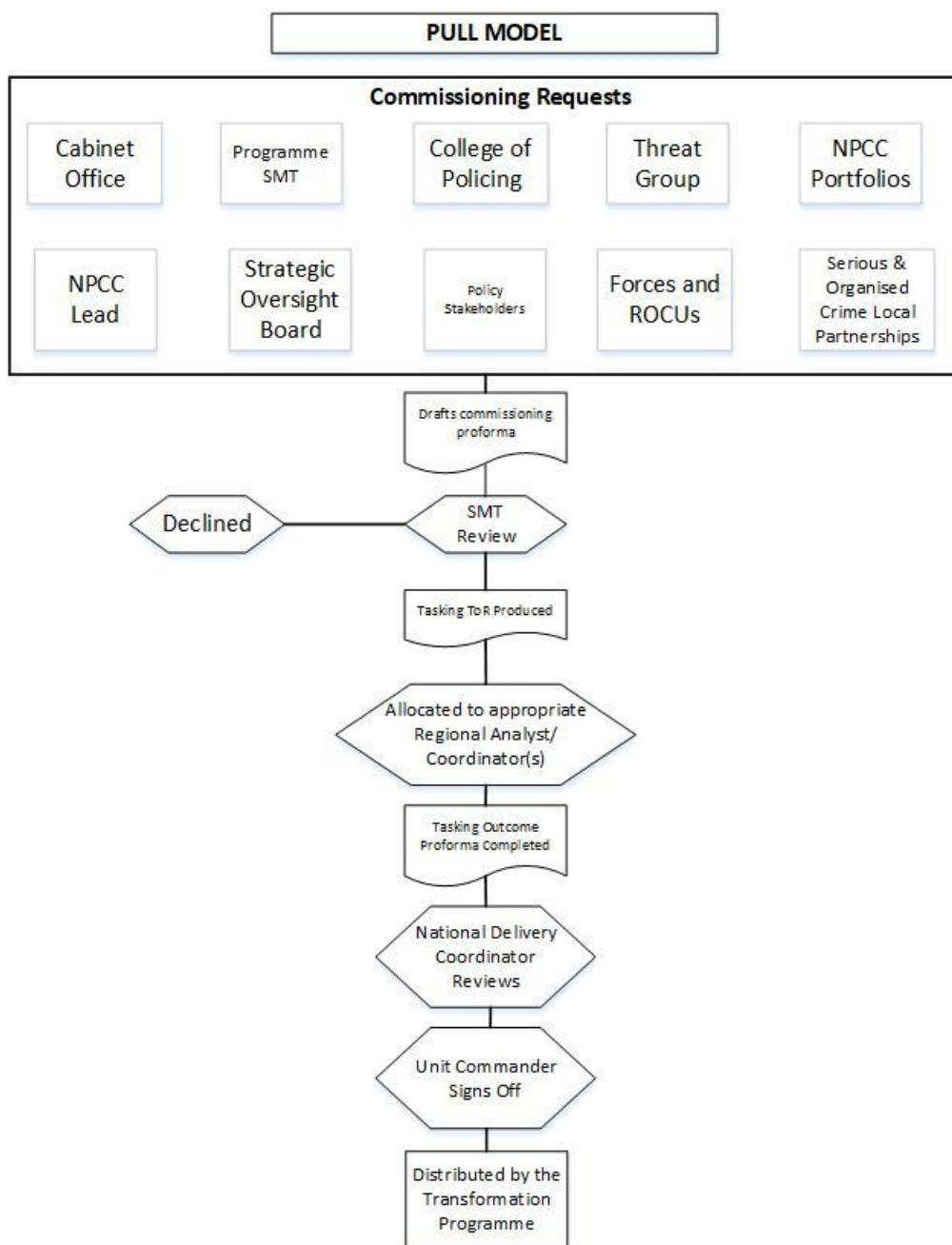
Additionally, one of the lessons learnt from the previous implementation of Regional Transformation Teams involves the breadth of tasking from ROCUs to coordinators outside of the programme's main tasking. The Parties agree that additional tasking by ROCUs may detract from driving Programme priorities, as such all work must be undertaken under the guidance of the Modern Slavery Police Transformation Unit National Delivery Coordinator/Regional Analyst Manager.

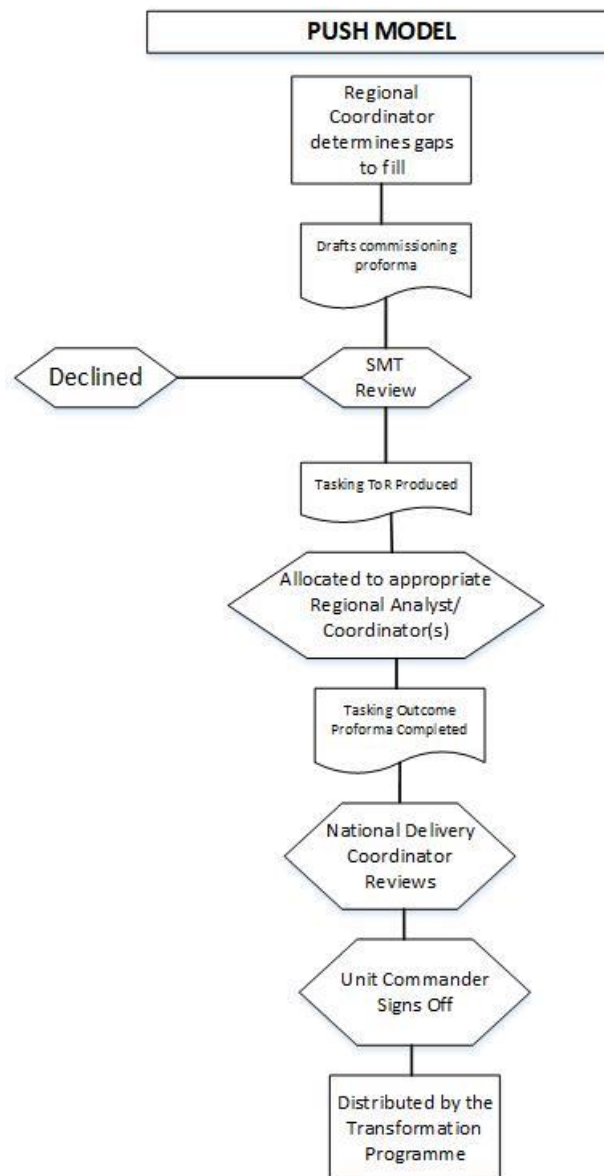
Each ROCU Host Force shall procure that the Regional Transformation Teams will operate on both the 'push' and 'pull' models of coordination and support, taking the initiative to service the individual demand and need from the forces in their region

and provide the support they judge to be important and timely (the 'push' model), whilst also providing coordination in response to tasking from the Police Transformation Programme (the 'pull' model).

Each ROCU Host Force shall procure that the Regional Transformation Teams act as conduits for forces and ROCUs to task into the Police Transformation Programme, especially around particularly 'difficult' problems their region are grappling with.

These models are outlined in process charts, below:





8. Reporting

Each ROCU Host Force shall procure that the outcomes from tasking will be produced in a standardised return document from the Regional Transformation Teams to allow national consistency of reporting into the MSPTU. All tasking returns and requests into the Police Transformation Unit from the Regional Transformation Teams will be collated by The National Delivery Coordinator/regional analyst manager, additionally these returns will allow activity to be tracked and monitored by the wider transformation programme support team.

Each ROCU Host Force shall procure that the Regional Transformation Teams will have the benefit of working closely with the forces in their region and will have enhanced Modern Slavery knowledge and expertise, and as such they ought to have the opportunity to make suggestions and recommendations for improvement in national policy into the wider Programme. Each ROCU Host Force shall procure that these recommendations shall be recorded and submitted in a standardised fashion to The National Delivery Coordinator/ regional analyst manager, providing a consistent route into the Programme allowing all recommendations to be recorded, reviewed and tracked.

9. **Evaluation**

The Regional Transformation Team project will be evaluated using a mixed methods approach, using a combination of qualitative (e.g. interview and deliberative focus groups, process reviews) and quantitative approaches (e.g. taskings, outcomes) in order to comprehensively evaluate the impact the Modern Slavery Regional Transformation Team has had, and learn lessons which can inform both the exit strategy and the design of future similar initiatives.

The evaluation plan will be available from the MS Programme Board.

The evaluation will be supported by the programme team, but will require the Regional Transformation Team to track taskings, outcomes and feedback, and provide access to products / processes created by the team.

10. **Intelligence and Information Sources**

The Regional Transformation Team will draw from a broad intelligence and information base to develop the National Operations Database and the assist in the development of improvements to the PND. Each party to this Agreement and any Forces and agencies running Modern Slavery operations will, through their Regional Transformation Team, submit high level information to enable the mapping of active investigations required by the Insight Team to develop an accurate understanding of the threat posed to policing and to supply the information required by the Home Office.

Together with the 4P Team, each ROCU Host Force shall procure that the Regional Transformation Team will, as necessary perform structured debriefs of operations, including access to interview or debrief the SIO/analyst/investigation team and gaining access to debriefs. This will enable promulgation of best practice and also a deeper understanding of operations involving Modern Slavery and their effect on the overall Modern Slavery intelligence picture.

Each ROCU Host Force shall procure that the Regional Transformation Team will also access the developing national disruptions dataset and OCGM material.

Each ROCU Host Force shall procure that the Regional Transformation Team will seek, through agreement with Forces, partnerships, and the Home Office SOC team, information about the development of SOC local partnerships.

The College of Policing shall ensure that the Modern Slavery Regional Transformation Team shall have access to the online library to academic and published material and will take part in academic engagement to further the national understanding of the threat.

Each ROCU Host Force shall procure that the Regional Transformation Team will facilitate the identification of intelligence in response to the National Strategic Intelligence Requirements or to intelligence collection plans for products commissioned from the JSTAC or the Insight Team.

11. **Information Ownership and Data Control**

Local ROCU policies for information ownership, handling, review and data control will take primacy over the information assets held regionally by the Regional Transformation Teams.

The Lead Force's policies for information ownership, handling, review and data control will take primacy over the information assets established at a national level through this team. The Chief Officer of the Lead Force is identified as the Data Controller for the Programme.

The Lead Force shall procure that the MSPTU SMT and ROCU SMT will work together to identify the most appropriate Exit Strategy for this team, ensuring the information collected is not lost to the police service.

During operational debriefing activity, the Regional Transformation Teams will flag to the lead Force/agency/ROCU of the operation being debriefed any tactical and strategic intelligence which is valuable and has been overlooked. Responsibility for submitting this intelligence remains with the lead Force/agency/ROCU.

The Lead Force shall procure that the National Delivery Coordinator and regional analyst manager will record, and where appropriate submit and disseminate briefing material about recurring themes, linked investigations, developments in understanding victimology, offender methodology.

12. **Key Stakeholders**

Key Customers:

(a) Policing

Senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), will be able to draw on the Regional Transformation Team in supporting them in determining strategic priorities for improvement.

Each ROCU Host Force shall procure that the Force and ROCU Strategic leads will be able to draw on the support and expertise of the Regional Transformation Teams and able to commission coordination and support activity through the MSPTU. Forces and ROCUs will benefit from greater understanding of good practice in relation to Modern Slavery, and will be able to use other Forces/agencies experience to inform their approaches and investigative techniques.

Each ROCU Host Force shall procure that the Regional Transformation Teams will benefit from drawing on the MSPTU Team, in order to help overcome challenges encountered in their region and the development of their regional action plan.

(b) SOC local partnerships and local/regional Modern Slavery forums/threat groups/partnership groups

Each ROCU Host Force shall procure that partnerships will be able to draw on support from the Regional Transformation Teams and benefit from access to stronger guidance and expertise in developing or delivering recommendations to respond to Modern Slavery.

(c) National Modern Slavery Threat Group

Each ROCU Host Force shall procure that the National Modern Slavery Threat Group will receive regular updates via the Police Transformation Unit Commander to inform their decision making and assist in the development of cross-agency initiatives.

(d) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit

Each ROCU Host Force shall procure that policy officials will benefit from access to more timely, robust and comprehensive assessment local and regional activity and of ways to overcome obstacles within Modern Slavery investigations and the disruptive impact of policing activity, providing a more effective evidence base to guide policy making.

13. **Employment Model**

Each ROCU Host Force will procure that job descriptions for the Regional Coordinators are created in each ROCU Host Force and will be evaluated by each ROCU Host Force using local processes. The role will be advertised and the recruitment and vetting process will be managed by each of the ROCU Host Forces

for the 9 ROCUs and the MPS as per their local policies/agreements. ROCUs local S22a collaboration agreements will apply.

Police Officers will be posted (if from same ROCU Host Force), or seconded (from a different force). The Police Officers remain in the service of their home force whilst seconded. Police staff will be posted (if from same ROCU Host Force), seconded (from a different force) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the ROCU Host Force will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness/absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the ROCU Host Force will inform the Lead Force of the outcome. The ROCU Host Force will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the ROCU Host Force will be required to back fill the position with a suitably qualified alternative individual. If the ROCU Host Force is unable to back fill this position, the funding for this service will cease forty (40) Business Days after the first day of sickness / absence of the nominated person.

Should a post become vacant due to long term sickness, the ROCU Modern Slavery Programme Lead and the Police Transformation Unit Commander shall be jointly responsible for deciding whether a replacement post holder should be recruited.

14. **Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

Each ROCU Host Force will be required to submit reports to the Lead Force describing their budget monitoring position as follows during 2019/20.

3 October 2019	Actual spend to 30 Sept and forecast spend to year-end
4 March 2020	Forecast spend to year-end
6 April 2020	Actual final spend

Travel, overtime and operating expenses can be recovered from the transformation programmes operating budget to the levels set out in Schedule 6.

Funding exists to support regional conferencing, training and awareness raising activity, particularly where delivered jointly with PCCs. All activities must be agreed in advance by the DCI Head of Operations and Development.

Activity is to be reported monthly to the APPC/NPCC joint programme team. The Regional Strategic Analysts and the Regional Coordinator will be required to update the Head of Insight and Analysis (analysts) and National Delivery Coordinator (coordinators) with of outcomes and activity during the month.

Each ROCU Host Force acknowledges that these are mandated returns that form part of the Grant Agreement. Deadlines for returning them must be met by each ROCU Host Force or funding of not just the regional roles, but the entire

programme, is at risk. In addition to published return dates, the grant enables the Home Office to ask for extra updates across the Programme, which must be met by each ROCU Host Force within seven (7) days of request.

15. **Training**

The Lead Force shall procure that role specific training will be provided and coordinated nationally.

16. **Team Structure**

The Regional Transformation Team sits within the Modern Slavery Police Transformation Unit. The team includes ten Regional Coordinators, and one National Delivery Coordinator, reporting to DCI Head of Operations and Development to provide national oversight, manage tasking activity and provide governance and support. Line management for the Regional Coordinators should be agreed locally within each ROCU. The Head of Operations and Development reports to the Police Transformation Unit Commander.

The Regional Transformation Team also includes ten Regional Strategic Analysts, and one regional analyst manager, reporting to the Head of Insight and Analysis to provide national oversight, manage tasking activity and provide governance and support. Line management for the Regional Strategic Analysts should be agreed locally within each ROCU/MPS. The Head of Insight and Analysis reports to the Police Transformation Unit Commander.

The team will operate from each of the ROCUs / MPS estate and occasionally from within the Exmouth, (Devon & Cornwall) programme hub in order to build relationships across teams within the Programme. In general, Devon & Cornwall is the preferred option for hosting training and other events for the team but there is flexibility around this.

17. **Roles and Responsibilities**

The Lead Force shall procure that there are the following roles with the following responsibilities in relation to the MSPTU:

Role	Responsibilities in relation to Regional Transformation Teams
ACC Representative	To represent all ROCUs within the Programme's Strategic Oversight Board.
Police Transformation Unit Commander (Supt)	To lead the operational delivery of the transformation programme teams, ensuring there is synergy across all teams within the Programme. To manage the operational budget within the delivery teams. To liaise with senior stakeholders and ensure effective collaboration at the strategic level. To provide outcome information and audit information to the SRO and Programme Director. To identify and plan for transition arrangements.

Programme Director (Police Staff)	To provide all accountable reporting from the programme to the grant managers/senior stakeholders. To provide oversight on behalf of the SRO and PCC for the projects development through the MS Programme Board. To provide strategic oversight and management of the programme budget and risk register.
Role	Responsibilities in relation to Regional Coordinators
Head of Operations and Development (DCI)	• To ensure that the Regional Coordinators are delivering on behalf of the Police Transformation Unit Commander, against the strategic expectations of the Programme. • To escalate challenges to the Police Transformation Unit Commander/Programme Director. • To engage with ROCU strategic leaders and create a strong operating landscape for the Regional Coordinators providing updates and briefings as required. • To act as the SPOC between the ROCU and Police Transformation Unit to resolve difficulties or issues. • To chair Regional Coordinator meetings, bringing together all the Regional Coordinators at regular intervals to ensure oversight, consistency and synergy. • Provide the link and alignment between the activity of the 4P Team, the Regional Coordinators and the wider Modern Slavery Police Transformation Programme. • To work closely with The Head of Insight and Analysis to ensure harmony between the tasking and direction of the Regional Coordinators and the Regional Strategic Analysts. • To manage and prioritise the tasking directed to the Regional Coordinators. • To provide a detailed update on the progress of the workstream to the Police Transformation Unit Commander on a quarterly basis, with particular focus on identifying exit/continuation strategies for the workstream. • To manage the operational budget for the team. • To line manage the National Delivery Coordinator (DI/equivalent) and encourage development of all staff within the team.
National Delivery Coordinator (DI/equivalent)	• To support the Head of Operations and Development in the liaison with and support of the Regional Coordinators. • Deputise for Head of Operations and Development at the Regional Transformation Team meetings. • To coordinate the tasking and delivery processes for the Regional Coordinators. • To quality assure, collate and track all reporting produced by the Regional Coordinators. • To engage with ROCUs/MPS and develop close working relationships with the Regional Coordinators and Regional Strategic Analysts.

	• Support the Regional Coordinators and act as the conduit between regional and national transformation activity. • To receive recommendations from the Regional Coordinators, collate and quality assure these before reporting them into the Head of Operations and development and programme support team for tracking. • To ensure intelligence identified or developed by the team is submitted in the appropriate way.
ROCU Line Manager	• Oversee the day to day line management, welfare and performance management of the Regional Coordinator • Support the Regional Coordinator in their delivery of tasking disseminated to them from the Police Transformation Unit. • Facilitate the sign off at senior ROCU level of reports produced by the Regional Coordinator • Work closely with the Head of Operations and Development to resolve any conflict between local, regional and national demand on the Regional Coordinator.
Role	Responsibilities in relation to Regional Strategic Analysts
Head of Insight and Analysis (Police Staff)	• Provide strategic direction, and prioritise the tasking of the Regional Strategic Analysts. • Oversee the development of the National Operations Database used by Force analysts and Regional Strategic Analysts. • Escalate challenges to the Police Transformation Unit Commander. • Engage with stakeholders and create a strong operating landscape for the Regional Strategic Analysts, providing updates and briefings as required. • Provide a detailed update on the progress of the work-stream to the Police Transformation Unit Commander on a quarterly basis, with particular focus on identifying exit/continuation strategies for the work-stream • Manage the operational budget for the Regional Strategic Analysts.
Regional Manager Analysts	• Coordinate and review the analytical activities of the Regional Strategic Analysts. • Ensure that the Regional Strategic Analysts are delivering on behalf of the Head of Insight and Analysis, against the strategic expectations of the Programme. • Escalate challenges to the Head of Insight and Analysis. • Act as the SPC between the ROCU/MPS and police transformation unit to resolve difficulties or issues. • Engage with stakeholders and create a strong operating landscape for the Regional Strategic Analysts, providing updates and briefings as required. • Retain oversight over the final publication of products from the team. • Chair Regional Strategic Analyst meetings, bringing together all Regional Strategic Analysts at regular intervals to ensure oversight, consistency and synergy. • Encourage development of all Regional Strategic Analysts and provide CPD events throughout the year.

ROCU Senior Analyst	• Oversee the day to day line management, welfare and performance management of the Regional Strategic Analyst. • Support the Regional Strategic Analyst in their delivery of tasking disseminated to them from the police transformation unit. • Facilitate the sign off at senior ROCU/MPS level of returns produced by the Regional Strategic Analyst, providing quality assurance within timelines set for the product. • Work closely with the Head of Insight and Analysis to resolve any conflict between local, regional and national demand on the Regional Strategic Analysts.
Regional Strategic Analysts	• Carry out taskings at the direction of the Head of Insight and Analysis in order to test national hypothesis and to build a robust assessment of Modern Slavery in the region/nationally. • Develop intelligence and information flows in order to inform the force, regional and national threat pictures, assisting in streamlined and effective intelligence sharing between regions and forces. • Provide management information regarding Modern Slavery in the region, including assisting in embedding measures of disruption/contributing to disruption panels. • Work with forces intelligence and analytical departments to standardise Modern Slavery data collection and to streamline intelligence and information collection processes, including through providing regional returns. • Support the development and embedding of the national data tool, providing updates and regional returns about victims, offenders and places involved in Modern Slavery activity. • Contribute to a shared knowledge platform containing all Modern Slavery operations, lessons learnt and assessments of what has worked. • Support the 4P Team/Regional Coordinators in the strategic debriefing of Modern Slavery operations within the region. • Work with the Insight Team and JSTAC to embed stronger intelligence collection strategies and analysis in response to national thematics/NSIRs and intensification activity. • Assess which areas of Modern Slavery are high priority/risk and which are emerging threats to the region. • Support the development of force level analysis to inform SOC local partnerships and anti-slavery partnership activity. • Link activity between CSE, OIC, County Lines, ports policing and Modern Slavery policing responses, identifying opportunities for collaboration and reducing gaps between these strategies. • Increase the liaison with and the exchange of intelligence to and from Europol. • Support and develop regional threat groups and improve consistency and the picture provided by UK policing. • Develop appropriate and proportionate recommendations in conjunction with other parts of the transformation programme, and provide advice to operational staff to assist in proactive policing efforts. • Facilitate the sharing of knowledge about Modern Slavery to all analysts and researchers working across Forces/ partnerships to improve their analysis of Modern Slavery. • Assist the Insight Team in the development of analytical best practice in Modern Slavery. • Take responsibility for their own development via CPD.

Part 3 TOR NATSMN COORDINATOR

1. Introduction and Purpose

This document sets out the terms of reference for the National Anti-Trafficking Modern Slavery Network Coordinator, as funded through the Modern Slavery Police Transformation Programme. This is a single role supporting the Modern Slavery Association of Police and Crime Commissioners Lead, based in West Yorkshire Office of the Police and Crime Commissioner. The purpose of the role is to support the APCC NATMSN to develop and to coordinate support and advice for PCCs regarding their local response to Modern Slavery.

2. Background

The 2016 Review of the Modern Slavery Act by Caroline Haughey highlighted consistent inconsistency in the response to Modern Slavery and the necessity for lessons to be learnt at pace/shared across all Forces. West Yorkshire OPCC shall procure that the NATMSN Coordinator, will seek to support PCCs to address and tackle this inconsistency.

The Parties shall procure that the NATSN Coordinator will have the ability to draw on assets from the wider Modern Slavery Police Transformation Programme functions such as, but not limited to; the 4P Team, the Regional Transformation Teams, Insight Team, the Training Team, the national SMT.

West Yorkshire OPCC shall procure that the NATMSN Coordinator will facilitate briefings, information sharing and the development of good practice between PCCs across England and Wales, liaising with partners and NGOs to promote and share good working practice, the coordination of which may highlight unidentified victims, offenders or locations involved in Modern Slavery.

3. Key Outputs and Service Standards

The following key outputs and service standards are the basis for funding the Police and Crime Commissioners workstream through this programme. West Yorkshire OPCC shall procure that the following key outputs are achieved:

HO Deliverable	Output	Activity
(F) Provide ongoing support to PCCs to embed good practice and support to local partnership	Police and partners are aware of good practice in relation to victim support, and in so far as they are able to use this information in the design and commissioning of local services / partnership activity; opportunity to cascade learning from various reviews; partnerships and networks that can help resolve issues are strengthened; there is a focus for the development / publication of good practice;	Delivery of one event to bring together strategic partners, focused on preventing re-trafficking and the support for victims once identified
	Police and partners are briefed about the issue; networks that can help resolve the issue are strengthened; there is a focus for the development / publication of good practice; opportunity for increased synergy across NPCC / APCC portfolios; Some issues raised in the missing and exploited children review are progressed (be specific about which)	Delivery of an event to bring together strategic partners, focused on protecting children from all forms of exploitation
	PCC's have a better understanding of their local threat picture and are able to effectively work collaboratively with their forces, regional coordinators and partners to design and deliver innovative activity to raise awareness amongst those in their communities who would be vulnerable to exploitation and abuse. This work is shared with PCC's through the NATMSN and case studies which demonstrate best practice are included in the PCC toolkit.	The provision of round 4 of the small grants scheme to enable PCCs to progress targeted prevention activity with vulnerable sectors of the community / vulnerable business sectors in response to their local threat profile
(X) An agreed plan for anticipated transitioning of modern slavery functions to ongoing business as usual at national, regional and local level delivery by the beginning of 2020/12	BWC schemes across the country incorporate modern slavery indicators; awareness is raised amongst trading standards inspectors and the business community; more victims are identified and protected; intelligence increases	Support the embedding of the regional pilot and extension nationally of the Buy with Confidence
	PCCs and partners better informed about the impact the programme and transformation within policing.	Build knowledge base through NATMSN quarterly briefings. Provide case study examples of how forces are making progress and delivering these outcomes in NATMSN quarterly briefings
		Delivery of a NATMSN network meeting focused specifically on improving investigations, case file preparation and overcoming barriers to prosecution
		Delivery of a NATMSN network meeting focused on victim care
		Facilitate engagement between PCCs with relevant leads (victims, children etc) and children's commissioners
		Incorporate a regular threat update into the NATMSN pre-briefs and ensure distribution of appropriate MSPTU, HO and NCA briefings to OPCCs.
	Attendance by PCC's at the NATMSN has improved and their engagement with this agenda is consistently enthusiastic. PCC's are utilising the toolkit and have an improved understand of their local threat picture; delivering increased resources to target issues locally. PCC's are receiving regular and timely briefings from the MSPTU, HO and NCA and recognise this issue to be included in future Police and Crime Plans	Strengthen the NATMSN network by continuing to deliver impactful quarterly briefings and engagement opportunities for PCCs/OPCCs with strategic leads and policy makers

4. **Project Milestones**

The PCC Modern Slavery Programme Lead and the Police Transformation Unit Commander are responsible for delivering specific milestones in accordance with the Programme's Key Deliverables. Each team's milestones are captured within an overarching Project Plan, recording activity running up until the end of the grant funding period.

The Project Plan is agreed by the Programme Senior Responsible Officer (SRO) and is reviewed and maintained on a quarterly basis through the MS Programme Board. The Project Plan is a live document that can be amended through a formal change control process which is governed by the MS Programme Board.

The Project Plan can be made accessible to participating bodies upon request, at the discretion of the Programme Director, on behalf of the Programme SRO.

5. **Scope**

In order to provide the strongest support and reporting possible, West Yorkshire OPCC shall procure that the NATMSN Coordinator will consider all investigations defined by local police and crime commissioners as Modern Slavery and Human Trafficking. Their focus will not be limited to organised criminality and will cover trafficking and slavery for the purposes of:

- sexual exploitation;
- labour exploitation;
- criminal exploitation;
- trafficking and exploitation of children; and
- other forms of exploitation (including domestic servitude and organ harvesting), as well as new and emerging issues.

It is envisaged the NATMSN Coordinator will work closely together and share expertise with other roles working at a regional level and national level to tackle wider forms of exploitation and vulnerability.

6. **Core Functions of the Role**

West Yorkshire OPCC shall procure that the NATMSN coordinator will facilitate regular strategic briefing meetings for NATMSN members, ensuring OPCCs in England & Wales are aware of key developments in the strategic landscape.

West Yorkshire OPCC shall procure that the NATMSN coordinator will support the development and promotion of the OPCC toolkit, identifying and making good practice accessible beyond the funded lifetime of the Programme.

West Yorkshire OPCC shall procure that the NATMSN coordinator will support the MSPTU to develop and promote good partnership practice across policing, through liaison with the regional transformation teams, and act as a conduit for engagement with the wider voluntary sector and modern slavery partnership networks.

West Yorkshire OPCC shall procure that the NATMSN coordinator will support the administration of the modern slavery small grants scheme and the organisation of events and conferences as agreed within the MS Programme Board to support the strengthening of the local, regional and national response to Modern Slavery.

7. **The Tasking Process**

The work programme for the Police and Crime Commissioners workstream will be influenced by the outputs from the NATMSN meetings and the MS Programme Board. This should ensure that effort of the coordinator is targeted against high harm and high impact areas, or areas flagged as causing disproportionate challenges to PCCs either nationally or within their region.

West Yorkshire PCC shall procure that the NATMSN coordinator shall be tasked through the West Yorkshire OPCC project lead, who will balance requests from PCCs in England & Wales with requests from national agencies and the MSPTU. All requests for support from the NATMSN coordinator can be submitted through the central network email address.

8. **Reporting**

The NATMSN coordinator will provide regular monthly outcomes reporting for the PCC workstream, in a standardised format to the MS Programme Board.

9. **Evaluation**

The evaluation plan will be available from the MS Programme Board.

10. **Information Ownership and Data Control**

Local West Yorkshire OPCC policies for information ownership, handling, review and data control will take primacy over the information assets held by the NATMSN Coordinator. The West Yorkshire PCC is identified as the Data Controller for the network.

The Lead Force shall procure that the MSPTU SMT and West Yorkshire Programme Lead will work together to identify the most appropriate exit strategy for this role, ensuring the information collected is not lost to the police service.

11. **Key Stakeholders**

Key Customers:

(a) Policing

Senior policing decision makers, including National Police Chiefs Council (NPCC) and the Association of Police & Crime Commissioners (APCC), will be able to draw on the NATMSN Coordinator in supporting them in determining strategic priorities for improvement.

West Yorkshire OPCC shall procure that Police & Crime Commissioners will be able to draw on the support and expertise of the NATMSN Coordinator and able to commission coordination and support activity through the network. Forces and partnerships benefit from greater understanding of good practice in relation to Modern Slavery, and will be able to use other PCCs/agencies experience to inform their approaches and investigative techniques.

West Yorkshire OPCC shall procure that the NATMSN coordinator will benefit from drawing on the MSPTU Team, in order to help overcome challenges encountered in their work at local, regional and national levels.

(b) Serious & Organised Crime Local Partnerships and Local/Regional Modern Slavery forums/threat groups/partnership groups

West Yorkshire OPCC shall procure that partnerships will be able to draw on support from the NATMSN Coordinator and benefit from access to stronger guidance and expertise in strategic and partnership responses to Modern Slavery.

(c) Home Office - Strategic Centre for Organised Crime, Modern Slavery Unit

West Yorkshire OPCC shall procure that policy officials will benefit from access to more timely, robust and comprehensive assessment local and regional PCCs activity and of ways to overcome obstacles within Modern Slavery partnership responses, providing a more effective evidence base to guide policy making.

12. **Employment Model**

West Yorkshire OPCC shall procure that a job description for the NATMSN Coordinator is created locally and evaluated by the NATMSN Host Force using local processes. The role will be advertised and the recruitment and vetting process will be managed by the host forces as per their local policies/agreements.

Police staff will be posted (if from same host force), seconded (from a different force or organisation) or directly employed on a fixed term contract if externally employed (hereinafter referred to as "the nominated person").

In the event of the long-term sickness of a nominated person within one of the roles, after twenty (20) Business Days the NATMSN Host Force will be required to make an assessment of whether the employee will be able to return to work within forty (40) Business Days of the first day of sickness/absence (hereinafter referred to as "the defined period") based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the NATMSN Host Force will inform the Lead Force of the outcome. The NATMSN Host Force will consider and implement any reasonable adjustments which are required in order for the seconded person to return to this role.

In the circumstances that the nominated person will be unable to return to work within the defined period, the NATMSN Host Force will be required to back fill the position with a suitably qualified alternative individual. If the Host Force is unable to back fill this position, the funding for this service will cease forty (40) Business Days after the first day of sickness/absence of the nominated person.

Should a post become vacant due to long term sickness, the West Yorkshire Modern Slavery Programme Lead and the Programme Director shall be jointly responsible for deciding whether a replacement post holder should be recruited.

13. **Funding and performance reporting**

Clause 16 (Funding) sets out the position in relation to funding.

The NATMSN Host Force will be required to submit reports to the Lead Force describing their budget monitoring position as follows during 2019/20.

3 October 2019	Actual spend to 30 Sept and forecast spend to year-end
4 March 2020	Forecast spend to year-end
6 April 2020	Actual final spend

Travel, overtime and operating expenses can be recovered from the transformation programmes operating budget to the levels set out in Schedule 6.

Funding exists to support national conferencing, training and awareness raising activity, alongside a small grants scheme. All activities must be agreed in advance by the MS Programme Board.

At the same time as submitting the budget return, the NATMSN Host Force will be required to submit a description of outcomes and activity during 19/20. Activity is to be reported monthly to the APPC/NPCC Joint Programme Team.

The NATMSN Host Force acknowledges that these are mandated returns that form part of the Grant Agreement. Deadlines for returning them must be met by each NATMSN Host Force or funding of not just the regional roles, but the entire programme, is at risk. In addition to published return dates, the grant enables the

Home Office to ask for extra updates across the Programme, which must be met by each NATMSN Host Force within seven (7) days of request.

14. **Training**

The NATMSN Host Force shall procure that role specific training will be provided and coordinated locally.

15. **Team Structure**

The NATMSN Coordinator sits within the support team for the Modern Slavery APCC Lead, outside of the Modern Slavery Police Transformation Unit but with a close working relationship across all parts of the unit. The Coordinator reports to the Modern Slavery Programme Lead within the OPCC West Yorkshire, who fulfils all line management responsibilities alongside national oversight and governance of the role. The Modern Slavery Programme Lead reports to the West Yorkshire PCC.

The coordinator will operate from West Yorkshire OPCC estate.

16. **Roles and Responsibilities**

The Lead Force shall procure that there are the following roles with the following responsibilities in relation to the MSPTU:

Role	Responsibilities in relation to NATSMSN Coordinator
PCC Lead	To provide overall direction as the chair of the NATMSN network
PCC Modern Slavery Programme Lead – West Yorkshire OPCC	- To provide line management responsibility and tasking prioritisation for the NATMSN Coordinator, on behalf of the PCC lead. - To liaise with senior stakeholders and ensure effective collaboration at the strategic level. - To provide outcome information and audit information to the SRO and Programme Director. - To identify and plan for transition arrangements. - To escalate challenges to the Police Transformation Unit Commander/Programme Director.
Programme Director (Police Staff)	- To provide all accountable reporting from the Programme to the grant managers/senior stakeholders. - To provide oversight on behalf of the SRO and PCC for the projects development through MS Programme Board. - To provide strategic oversight and management of the programme budget and risk register.
NATMSN Coordinator	- Act as a specialist point of knowledge to support PCCs to discharge their responsibilities in relation to modern slavery and human trafficking. - Facilitate regular briefings and engagement opportunities for the NATMSN network members. - Maintain a contact list and provide regular written updates to the network.

	• Organise events to promote good practice across the network and with key partners. • Administrate the MSPTU small grants process. • Represent the Programme and the APCC lead in strategic engagement opportunities with partner agencies and across government. • Provide a route for good practice to be identified, cascaded and reviewed across PCCs, including through facilitating updates to the national OPCC toolkit. • Provide regular audit and outcome information to the Programme, as required.
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SCHEDULE 6

Budget

The budget for the Financial Year 2019/20 is set out below.

Modern Slavery Police Transformation Programme Budget 2019/20

Workstream	Devon and Cornwall Police	ROCUs & MPS	Total
	Total Cost	Total Cost	
	£	£	£
SMT	341,579		341,579
SMT Support	109,297		109,297
Insight Team	223,588		223,588
Regional Strategic Analysts	46,218	408,994	455,212
Regional Coordinators	57,597	585,767	643,364
4Ps Team	573,402		573,402
Organised Immigration Crime	109,782		109,782
Training	181,821		181,821
Programme Support	318,687		318,687
NATMSN/PCC Functions	139,583		139,583
To be allocated	3,684		3,684
Total	2,105,239	994,761	3,100,000

ROCU Budgets	Regional Strategic Analysts		Regional Coordinators		Total
	Staff Costs	Non-staff Costs	Staff Costs	Non-staff Costs	
	£	£	£	£	£
Eastern	41,780	3,350	103,944	8,900	157,974
East Midlands	41,780	3,350	74,227	4,450	123,807
North East	41,780	3,350	74,227	4,450	123,807
North West (Titan)	41,780	3,350	51,972	4,450	101,552
Yorks & Humber (Odyssey)	31,335	2,513	38,979	3,338	76,164
South East	31,335	2,513	74,227	4,450	112,525
South West (Zephyr)	41,780	3,350	37,114	2,225	84,469
Wales (Tarian)	41,780	3,350	51,972	4,450	101,552
West Midlands	41,780	3,350	51,972	4,450	101,552
London	41,780	3,350	-	-	45,130
Less Vacancy Allowance	- 19,741		- 14,029		- 33,770
Total	377,169	31,825	544,605	41,163	994,761

Budgets for ROCU are indicative budgets. ROCUs will be reimbursed for the actual costs of the agreed posts reflecting actual salary and period in post.

SCHEDULE 7

Reporting Information

Subject to the reporting obligating on the Participating Bodies in **Schedule 3** (Governance), each Participating Body shall provide information to the Lead Force to allow the Lead Force to meet its reporting obligation to the Home Office. The Lead Forces reporting obligations to the Home Office are as follows:

3 October 2019	Actual spend to 30 Sept and forecast spend to year-end
4 March 2020	Forecast spend to year-end
6 April 2020	Actual final spend

MSPTU activity is to be reported monthly to the APPC/NPCC Joint Programme Team. The Regional Analysts and the Regional Coordinator will be required to update the Head of Insight and Analysis (analysts) and National Delivery Co-ordinator (co-ordinators) with of outcomes and activity during the month.

SCHEDULE 8

Deed of Accession

This Deed is made on _____ by _____

[**NEW PARTY**] of [DETAILS TO BE INSERTED] (the "**New Party**").

1. **THIS DEED**

- 1.1 This Deed is supplemental to the Collaboration Agreement in relation to Modern Slavery made between [DETAILS TO BE INSERTED] (together the "**Parties**") (the "**Agreement**").
- 1.2 In this Deed, the "**Effective Date**" is the date on which the Lead Force signs this Deed by way of acknowledgement.
- 1.3 Except where this Deed expressly states otherwise:
 - 1.3.1 each term used in this Deed which is defined in the Agreement has the same meaning as in the Agreement; and
 - 1.3.2 the principles of construction set out in clause 2 of the Agreement apply also (where relevant) to this Deed.

2. **ACCESSION**

The New Party agrees with each other party which is or becomes a party to the Agreement that, with effect [*date*], the New Party shall be a party to the Agreement in the capacity of a Party to that Agreement [and also in the capacity of a Participating Body] and shall be bound by the Agreement in all respects as if it had been an original party to the Agreement in such capacity.

3. **PAYMENTS**

- 3.1 The New Party shall, promptly upon demand, reimburse the Lead Force for (a) the amount of Liabilities reasonably incurred in connection with this Deed and (b) all VAT in respect of such costs and expenses (if applicable).
- 3.2 Each payment to be made pursuant to this Deed shall be made in accordance with the Lead Force's instructions and without any deduction of withholding for or in respect of tax.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 The New Party makes the following representations and warranties. Each such representation and warranty shall be made today and shall be deemed to be repeated, by reference to the facts and circumstances then existing, on [DATE].
 - 4.1.1 It has full power and authority to enter into this Deed, to perform its obligations and exercise its rights under this Deed and to perform its obligations under the Agreement.
 - 4.1.2 All consents and appropriate governance approvals required in connection with the execution of this Deed and performance of its obligations under Agreement have been obtained and have not been withdrawn.
 - 4.1.3 The obligations expressed to be assumed by it in this Deed and in the Agreement are legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary).

4.1.4 Entering into this Deed, performing its obligations and exercising its rights under this Deed and performing its obligations under the Agreement does not:

4.1.4.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty to which the New Party is bound save that nothing in this Deed or the Agreement shall operate to unlawfully fetter the exercise of the New Party's statutory powers or unlawfully constrain or unlawfully prevent the New Party's compliance with its statutory duties; or

4.1.4.2 cause any unlawful limitation on any of the powers whatsoever of the New Party or on the right or ability of the officers of the New Party to exercise such powers.

5. MISCELLANEOUS

5.1 For the purposes of clause 37 (Notices) of the Agreement, the New Party's details are as follows:

Address: [ADDRESS]
Fax no.: [NUMBER]
Department: [DEPARTMENT]
Attention: [NAME]

5.2 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

The New Party

[DETAILS TO BE INSERTED]

Acknowledged and agreed:

for and on behalf of Devon and Cornwall Police

SCHEDULE 9

Agreed Liability Share

Force	Agreed Liability Share
Avon & Somerset	2.3%
Bedfordshire	0.9%
Cambridgeshire	1.0%
Cheshire	1.5%
City of London	0.7%
Cleveland	1.2%
Cumbria	0.8%
Derbyshire	1.4%
Devon & Cornwall	2.4%
Dorset	0.8%
Durham	1.1%
Dyfed-Powys Police	0.7%
Essex	2.4%
Gloucestershire	0.8%
Greater Manchester	5.8%
Gwent	1.0%
Hampshire	2.6%
Hertfordshire	1.5%
Humberside	1.6%
Kent	2.4%
Lancashire	2.6%
Leicestershire	1.5%
Lincolnshire	0.8%
Merseyside	3.3%
Metropolitan Police	22.8%
Norfolk	1.1%
North Wales	1.0%
North Yorkshire	1.0%
Northamptonshire	1.0%
Northumbria	3.1%
Nottinghamshire	1.8%
South Wales	2.3%

South Yorkshire	2.5%
Staffordshire	1.5%
Suffolk	0.9%
Surrey	1.3%
Sussex	2.1%
Thames Valley	3.0%
Warwickshire	0.7%
West Mercia	1.6%
West Midlands	6.1%
West Yorkshire	4.3%
Wiltshire	0.8%
Total	100%

SCHEDULE 10

Data Sharing Schedule

BACKGROUND

- (1) The Chief Constable of Devon and Cornwall Police Force ("CCDCPF"), a police force located in the United Kingdom, is tasked with undertaking work to meet the objectives ("the Objectives") set out in the Agreement.
- (2) The Disclosing Party, being any Party to the Agreement has agreed to share information, including Personal Data (as set out in Appendix 1 to this Data Sharing Schedule), in its capacity as a Controller, with CCDCPF, also in its capacity as a separate Controller on terms set out in this Data Sharing Schedule, for the purposes of allowing CCDCPF to meet the agreed Objectives.
- (3) The Parties also accept that CCDCPF may share information, including Personal Data provided by a Disclosing Party with the other Parties to the Agreement (acting as a "Recipient Party"), or other Additional Parties, where each such recipient is acting in the capacity as a Controller, where necessary for the purposes of allowing all Parties to meet the agreed Objectives.

AGREED TERMS 93

NOW IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In addition to the terms defined in the Agreement, the following expressions shall have the following meanings in respect of this Data Sharing Schedule unless inconsistent with the context:-

"Additional Parties"	any party, other than any of the Disclosing Parties, with which CCDCPF is authorised by the SRO to share Agreement Personal Data.
"Agreement"	the Collaboration Agreement entered into by the Parties in relation to the Modern Slavery Police Transformation Fund Project.
"Agreement Personal Data"	Personal Data which has been, is being and/or is to be shared under this Data Sharing Schedule to the Agreement, for the purposes of the Objectives.
"Applicable Laws"	any: (a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal); and/or (b) legally binding rule, policy, guidance or recommendation issued by the Secretary of State;

as may be supplemented, varied or replaced and in force from time to time which relates to the

Agreement and/or the Processing of Agreement Personal Data.

"Criminal Data"

means information relating to criminal offences as defined in Article 10 of the General Data Protection Regulation (EU) 2016/679 ("GDPR") as clarified by s.10(5) of the Data Protection Act 2018 ("DPA 2018").

"Collective Parties"

means the CCDCPF, and all of the Disclosing Parties, and any other Recipient Parties.

"Commencement Date"

means the date of this Agreement.

"Competent Authority"

Shall have the meaning prescribed in the DPA 2018.

"Data Protection Laws"

all Applicable Laws relating to data protection, the Processing of Personal Data and privacy, including:

Human Rights Act 1998;

(b) GDPR until the departure of the United Kingdom from the European Union, and then the "UK GDPR", being the version of the GDPR adopted into the laws of the United Kingdom;

(c) DPA 2018;

(d) until the departure of the United Kingdom from the European Union, Articles 7 and 8 of the Charter of Fundamental Rights of the European Union (to the extent applicable and legally binding on the parties);

(e) the Freedom of Information Act 2000, where the Party is defined as a public authority for the purposes of the Freedom of Information Act 2000;

(f) in respect of the National Crime Agency, s7 of the Crime and Courts Act 2013; and/or

(g) any statutory codes of practice;

together with (to the extent relevant, binding or persuasive) any applicable Court/Tribunal judgments and/or ICO decisions;

and references to **"Processor"**, **"Data Protection by Design and by Default"**, **"Data Protection Impact Assessment"**, **"Data Subjects"**, **"Controller"**, **"Joint Controller"**, **"Personal Data"**, **"Process"**, **"Processed"**, **"Processing"** and **"Supervisory Authority"** have the meanings set out in, and will be interpreted in accordance with, such Applicable Laws.

"Data Sharing Schedule"	this schedule.
"Data Security Incident"	(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or (b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Agreement Personal Data; or (c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Agreement Personal Data.
"Data Subject Access Request"	Any request made by a data subject seeking access to his/her personal data made under Article 15 of the GDPR and/or s.45 of the Part 3 Chapter 3 of the DPA 2018.
"Data Subject Request"	any request made by a Data Subject seeking to exercise any of their rights under: (a) Articles 15, 16, 17, 18, 20, 21 and/or 22 of the GDPR and/or their equivalent provisions as set out in the DPA 2018 and upon the United Kingdom's departure from the European Union, any legislation incorporating the GDPR or any equivalent provisions into UK Law; and/or (b) in respect of any Processing of Personal Data for Law Enforcement Purposes, provisions contained in Part 3 of the DPA 2018 equivalent to the Articles in the GDPR specified in (a) above.
"Disclosing Party"	any Party to the Agreement who shares Agreement Personal Data with CCDCP (including CCDCPF acting in its normal capacity as a police force, rather than as the modern slavery task force lead).
"GDPR"	Regulation (EU) 2016/679 (the General Data Protection Regulation).
"GIRR"	the Governance Information Risk Return, as may be replaced, supplemented or varied from time to time.
"Individual at Risk"	Means any individual aged 18 or above, who the controller has reasonable cause to suspect that the individual

- (a) has needs for care and support;
- (b) is experiencing, or is at risk of, neglect or physical, mental or emotional harm; and
- (c) as a result of those needs is unable to protect himself or herself against neglect or harm or the risk of it.

"Law Enforcement Processing"	any Processing of Personal Data for any Law Enforcement Purposes.
"Law Enforcement Purposes"	Means the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including safeguarding against and the prevention of threats to public security.
"Non-Sensitive Personal Data"	any Personal Data that is not Sensitive Personal Data or Criminal Data.
"Objectives"	means the Objectives comprising and including the Operational Objectives and Strategic Objectives set out in Clause 5.4 of the Agreement as may be replaced, supplemented or varied from time to time by agreement of the Parties, in accordance with the terms of the Agreement.
"Operational Objectives"	means the following Objectives: (a) supporting the development of a coordinated partnership activity towards Modern Slavery; (b) the integration of interdependent functions (nationally co-ordinated actions, assessment, guidance and training) enabling a significant change in the way in which Modern Slavery is policed; and (c) improving the response and approach to Modern Slavery at an operational level; as may be replaced, supplemented or varied from time to time.
"Parties"	means any or all Parties to the Agreement.
"Privacy Notice"	means any notice issued in accordance with Article 13 or 14 of the GDPR and/or equivalent provisions in the DPA 2018.
"Recipient Party"	CCDCPF and/or any party that receives Agreement Personal Data from CCDCPE.

"Sensitive Personal Data"	means Personal Data comprising of Special Category Personal Data as defined by Article 9 of the GDPR, and/or Personal Data deemed to fall under the definition of sensitive Processing for Law Enforcement Purposes under s.35 of the DPA 2018.
"Sharing"	means any disclosure of Agreement Personal Data between any of the Parties on the basis that it is from one Controller to another Controller.
"SRO"	means CCDCPF's Senior Responsible Officer.
"Strategic Objectives"	means any Objectives other than Operational Objectives.

2. **PURPOSE**

2.1 This Data Sharing Schedule sets out the framework for the Sharing of Agreement Personal Data:

2.1.1 between any of the Collective Parties;

2.1.2 by the Disclosing Parties to CCDCPF; and

2.1.3 by CCDCPF to any of the Recipient Parties and/or the Additional Parties.

It defines the principles and procedures that each of the Collective Parties shall adhere to and the responsibilities the Collective Parties owe to each other in respect of such Sharing.

2.2 Each of the Collective Parties acknowledge that this Data Sharing Schedule documents the basis upon which:

2.2.1 each Disclosing Party is lawfully entitled to share the Agreement Personal Data with CCDFCPF; and

2.2.2 CCDCPF is lawfully entitled to Process the received Agreement Personal Data, including Sharing any received Agreement Personal Data, where necessary, with any Recipient Party and or any Additional Party;

as a means of promoting the achievement of the Objectives.

2.3 Each of the Collective Parties acknowledge that they are all subject to the following legislation in respect of any Personal Data, including Agreement Personal Data, Processed under the terms of this Data Sharing Schedule:

2.3.1 Freedom of Information Act 2000 and related secondary legislation;

2.3.2 the Human Rights Act 1998;

2.3.3 s.35/s.41 of the Digital Economy Act 2017;

2.3.4 GDPR;

2.3.5 DPA 2018 (including Part 3); and

- 2.3.6 until the departure of the United Kingdom from the European Union, sections 7 and 8 of the Charter of Fundamental Rights of the European Union (only to the extent applicable and legally binding on the Parties).
- 2.4 Each of the Collective Parties acknowledges that CCDCPF, when Processing Agreement Personal Data provided by any Disclosing Party:-
 - 2.4.1 in furtherance of its Operational Objectives, will be undertaking Law Enforcement Processing, which will be governed by Part 3 of the DPA 2018 in respect of that Processing activity; and
 - 2.4.2 in furtherance of its Strategic Objectives, will be Processing the Agreement Personal Data as a Controller for the purposes of statistical analysis and service improvement which are subject to regulation under:
 - 2.4.2.1 Article 89 of the GDPR and its equivalent provisions as set out in the DPA 2018 and the Digital Economy Act 2017 (if Processed for non-Law Enforcement Purposes); or
 - 2.4.2.2 under Schedule 1 Part 1 Condition 4 of the DPA 2018 (if processed for Law Enforcement Purposes).

3. **COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS**

- 3.1 Each of the Collective Parties confirms that it is and will continue to be compliant with the Data Protection Laws in force from time to time in respect of its Processing of Agreement Personal Data, at all times during the Term of the Agreement, and that, in respect of its Processing of Agreement Personal Data, it maintains a valid registration with its national Supervisory Authority, to the extent required by Data Protection Laws, including the payment of any applicable fees, which covers the Processing of the relevant Personal Data, including Agreement Personal Data.
- 3.2 Each of the Collective Parties confirms that it is responsible for ensuring that it is compliant with its own legal obligations imposed under Data Protection Laws, including maintaining and updating their own data protection policies and procedures to ensure that any Sharing or Processing of Agreement Personal Data is lawful.
- 3.3 Each of the Collective Parties, in its capacity as a Controller, confirms that it has implemented policies that:-
 - 3.3.1 explain its procedures for securing compliance with the principles in Article 5 of the GDPR (principles relating to Processing of Personal Data) in connection with the Processing of Agreement Personal Data under this Agreement and Schedule; and
 - 3.3.2 explain its policies as regards the retention and erasure of any Agreement Personal Data Processed, giving an indication of how long such Agreement Personal Data is likely to be retained.

4. **FAIR AND LAWFUL PROCESSING**

- 4.1 Each of the Collective Parties recognise and accept that the Agreement Personal Data includes:
 - 4.1.1 Sensitive Personal Data, Criminal Data, and Non-Sensitive Personal Data relating to offenders, suspected offenders and victims; and
 - 4.1.2 Non-Sensitive Personal Data relating to Police Officers involved in the investigation of alleged offences.
- 4.2 Each of the Collective Parties acknowledge that any Processing of Agreement Personal Data undertaken by them is subject to:

- 4.2.1 Part 3 of the DPA 2018 (and any relevant related schedule to the DPA 2018), in respect of Law Enforcement Processing; and
 - 4.2.2 the GDPR and the remaining applicable parts and schedules of the DPA 2018 for any other Processing of the Agreement Personal Data.
- 4.3 Each of the Collective Parties further consider that they are entitled to Process and Share the Agreement Personal Data fairly and lawfully, in furtherance of the Operational Objectives as follows:

Law Enforcement Processing

4.3.1 Personal Data (excluding Sensitive Personal Data)

- 4.3.1.1 the Processing is necessary for Law Enforcement Purposes and that:-
 - (a) the data subject has consented to the processing for that purpose; or
 - (b) the Processing is necessary for the performance of a task carried out for that purpose by a Competent Authority.

4.3.2 Sensitive Personal Data

- 4.3.2.1 the Processing is necessary for Law Enforcement Purposes;
- 4.3.2.2 has an appropriate policy document, as required under s.42 of the Data Protection Act 2018; and
- 4.3.2.3 meets one or more of the following conditions:-
 - (a) the Processing is necessary for the exercise of any functions conferred on any person by or under an enactment, including the obligations imposed by the Modern Slavery Act 2015;
 - (b) the Processing is necessary for the administration of justice;
 - (c) the Processing is necessary to protect the vital interests of the Data Subject or another individual;
 - (d) the Processing is necessary to protect an Individual at Risk, provided that that conditions set out in Schedule 8 condition 4(1) are met;
 - (e) the personal data has is manifestly made public by the Data Subject;
 - (f) the Processing is necessary for the purposes of
 - (1) seeking or obtaining legal advice,
 - (2) or in connection with any actual or prospective legal proceedings; or
 - (3) establishing, exercising or defending legal rights.

Non Law Enforcement Purposes

4.3.3 Personal Data (excluding Sensitive Personal Data)

- 4.3.3.1 Processing is necessary for compliance with a legal obligation to which the Disclosing Party is subject; and/or
 - 4.3.3.2 Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Disclosing Party, including under s.41 of the Digital Economy Act 2017.
 - 4.3.4 Sensitive Personal Data
 - 4.3.4.1 one or more of the grounds set out in 4.3.3; and
 - 4.3.4.2 where the Agreement Personal Data relates to the commission, alleged commission or conviction of any criminal offences relating to or involving a Data Subject, the sharing is undertaken for Law Enforcement Purposes, as prescribed by Part 3 of the DPA 2018; and/or
 - 4.3.4.3 the Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject; and
 - 4.3.4.4 that the Processing is necessary for reasons of substantial public interest and for the exercise of a function conferred on a person by an enactment or rule of law; or
 - 4.3.4.5 the administration of justice.
- 4.4 Each of the Disclosing Parties further agree that CCDCPF may, where it believes that Agreement Personal Data provided by two or more Parties indicates a link between two or more investigations or suspected offences, Share the following information:
 - 4.4.1 Senior investigatory office and/or case officer's name;
 - 4.4.2 Senior investigatory office and/or case officer's contact details;
 - 4.4.3 details of the investigating Party;
 - 4.4.4 case reference number or operation name;

to any other Collective Parties investigating suspected related cases.
- 4.5 Each of the Collective Parties agree that it is individually responsible for any decision that it makes to disclose directly any further information relating to any investigations or suspected offences, to any of the other Collective Parties, (save for the CCDCPF where it is acting solely in capacity as the task force lead) lies solely with the Party(s) undertaking the investigation or holding information relating to the suspected offence(s).
- 4.6 Strategic Objectives
 - 4.6.1 The Collective Parties accept that the Processing of Agreement Personal Data in furtherance of the Strategic Objectives are compatible with the purposes to which the Agreement Personal Data was Processed in furtherance of the Operational Objectives.
 - 4.6.2 The Collective Parties further accept that CCDCPF may Share Agreement Personal Data with Additional Parties, where necessary and directed by the SRO. Where such direction is made, CCDCPF will, wherever possible, seek to share anonymised or depersonalised data, but the Collective Parties recognise

that in certain situations, this may impede or prevent the Processing of Agreement Personal Data in furtherance of the Strategic Objectives.

- 4.6.3 In the event that a request has been made to share Agreement Personal Data with an Additional Party, CCDCPF shall only comply with the request following the approval of its SRO.

5. INFORMATION HANDLING

5.1 The Collective Parties accept that:

- 5.1.1 the shared Agreement Personal Data shall be categorised and treated as Official Sensitive (High); and
- 5.1.2 any de-personalised or anonymised data derived from Agreement Personal Data, shall be categorised and treated as Official Sensitive (Low);

in accordance with the Government Security Classification ("GSC") in force from time to time, and accordingly, the Parties shall comply with the respective data security and handling requirements imposed by compliance with the GSC.

- 5.2 In the event that a Collective Party has not adopted the GSC, it shall agree with CCDCPF any information classification scheme to be applied by it to relevant Agreement Personal Data to ensure that any Personal Data shared by either CCDCPF or any other Party for the investigating and/or prosecuting Modern Slavery offences are handled appropriately. The Parties confirm that any Agreement Personal Data will be retained in accordance with the Party's respective retention schedules, in force from time to time.

- 5.3 In the event that any Party receives a request for the erasure of Agreement Personal Data from a Data Subject, it is responsible for determining whether to comply with the request or not.

6. DATA QUALITY

- 6.1 The Disclosing Party shall take all reasonable steps to ensure the accuracy of the information it shares with CCDCPF.
- 6.2 In the event that CCDCPF becomes aware or has a reasonable suspicion that any Agreement Personal Data shared by the Disclosing Party is either inaccurate or no longer up to date, it shall promptly notify the Disclosing Party of the actual or suspected error, together with any evidence it has that indicates the error.
- 6.3 The Disclosing Party shall promptly investigate the alleged error and inform CCDCPF of the outcome of their investigations, and where the information was found to be inaccurate, provide a corrected version of the inaccurate Agreement Personal Data.
- 6.4 In the event that the Disclosing Party becomes aware of any inaccuracy in the Agreement Personal Data other than as a result of a notification under Clause 6.2 of this Data Sharing Schedule, it shall promptly notify CCDCPF of the error and provide a corrected version of the inaccurate Agreement Personal Data.

7. DATA FORMAT

- 7.1 The Disclosing Party agrees to provide the Agreement Personal Data in accordance with the format reasonably prescribed by CCDCPF from time to time, during the life of this Agreement.

8. DATA SUBJECTS' RIGHTS

- 8.1 In the event that any Data Subject makes a Data Subject Access Request in relation to Agreement Personal Data, the Party subject to the Data Subject Access Request shall notify any other Parties who may be impacted by the disclosure of the requested information,

where the disclosure of any information or compliance with any obligation, in response to the Data Subject Access Request, may impact on the operation of the Agreement, the meeting of the Objectives or effective operation of the other Parties' law enforcement functions.

- 8.2 In the event that any Data Subject makes a Data Subject Request (other than a Data Subject Access Request) in relation to Agreement Personal Data, the Party subject to the Data Subject Request shall notify any other Parties who may be impacted by the outcome of the Data Subject Request, where the compliance with any obligation, in response to the Data Subject Request, may impact on the operation of the Agreement, the meeting of the Objectives or effective operation of the other Parties' law enforcement functions.
- 8.3 The Collective Parties shall consult with each other in respect of identifying the potential impact of complying with any or part of any Data Subject Request, but the final decision in respect of complying with any or all of the Data Subject Request shall lie solely with the Party subject to the Data Subject Request.
- 8.4 In the event that any complaint is made to any Supervisory Authority in respect of any actual or perceived non-compliance with Data Protection Laws in respect of the operation of this Agreement, the Party subject to the complaint shall notify any other Parties potentially affected by the potential disclosure, of the complaint and, where appropriate, co-operate in responding to or providing evidence to the Supervisory Authority in response to the complaint.

9. **PRIVACY NOTICES**

- 9.1 Each of the Collective Parties shall ensure that their general Privacy Notices shall make reference to Processing Personal Data for the purposes of the prevention/detection of crime, in compliance with Part 3 of the DPA 2018.
- 9.2 Each of the Collective Parties further accept that the disclosure of the information to individual Data Subjects relating to the sharing and Processing of Agreement Personal Data in furtherance of the Operational Objectives, at the time of the Parties sharing this information may:
 - 9.2.1 obstruct an official or legal inquiry, investigation or procedure; and/or
 - 9.2.2 prejudice the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties;

and accordingly, accept that any Party may be entitled to withhold any specific reference to the Processing, or reference to specific sharing of Agreement Personal Data in furtherance of the Objectives, in any applicable Privacy Notice or in response to any Data Subject Request.

10. **DATA RETENTION AND DELETION**

- 10.1 CCDCPF shall retain Agreement Personal Data in accordance with its retention policy/schedule, and in full compliance with Data Protection Laws.
- 10.2 Where Agreement Personal Data held by (or on behalf of) CCDCPF is deleted by or at the request of CCDCPF, it shall be done in accordance with CCDCPF's data destruction policy, as mandated by the GIRR, and in compliance with the Data Protection Laws.

11. **BREACHES**

- 11.1 In the event that any Disclosing Party to this Data Sharing Schedule becomes aware of, or has a reasonable suspicion that a breach of this Data Sharing Schedule has occurred, including any Data Security Incident, it shall promptly notify CCDCPF, of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion in accordance with Clause 16.

- 11.2 In the event that CCDCPF becomes aware of, or has a reasonable suspicion that a breach of any of the conditions contained in this Data Sharing Schedule has occurred, including any Data Security Incident, it shall promptly notify any Disclosing Party involved or impacted by the breach, of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion in accordance with Clause 16.
- 11.3 The Parties shall co-operate to promptly confirm whether or not a breach has occurred, and to notify any other Parties to the Agreement in the event that any confirmed breach impacts on Agreement Personal Data provided by that other Party.
- 11.4 Nothing in this Data Sharing Schedule shall prohibit or restrict any Controller from their legal obligation to notify the Supervisory Authority of any Data Security Incident that is or will be likely to result in a risk to the rights and freedoms of the Data Subject or any other individual.

12. **DATA GOVERNANCE**

- 12.1 The Collective Parties will co-operate and provide reasonable assistance when undertaking a joint Data Protection Impact Assessment into the Processing activities undertaken under this Data Sharing Schedule.
- 12.2 In the event that any changes to the Processing activities undertaken under this Data Sharing Schedule are planned, the Collective Parties shall co-operate and provide reasonable assistance in respect of any Data Protection by Design and by Default programme planned as part of any design and implementation programme pertaining to the changes.

13. **SECURITY AND TRAINING**

- 13.1 The Collective Parties recognise and accept that they are all subject to, and are required to comply with the GIRR. For the avoidance of doubt, any Additional Parties, where they are not receiving operational data, will not be required to comply with the GIRR for the purposes of this agreement.
- 13.2 In the event that any Disclosing Party is deemed to be non-compliant with the GIRR, it shall promptly notify CCDCPF of this and agree any mitigating measures to ensure the security of the Agreement Personal Data.
- 13.3 In the event that CCDCPF is deemed to be non-compliant with GIRR, it shall promptly notify all Disclosing Parties of this and agree any mitigating measures to ensure the security of the Agreement Personal Data.
- 13.4 In the absence of any agreement in relation to the implementation of any mitigating measures, any Disclosing Party shall be entitled to suspend its future participation in this Agreement until an agreement has been reached.
- 13.5 In the event that any third parties, including Additional Parties, are required to be given access, by CCDCPF, to any Shared Agreement Personal Data for the purposes of producing depersonalised or anonymised data; or depersonalised or anonymised data derived from Shared Agreement Personal Data, CCDCPF shall be responsible for ensuring that that it imposes contractual obligations on that third party to:
- 13.5.1 implement and maintain adequate organisational and technical data protection measures;
 - 13.5.2 ensure that any individuals granted access to any depersonalised or anonymised data have completed mandatory data security training prior to being given access;
 - 13.5.3 ensure any depersonalised or anonymised data will not be transferred or Processed outside the EU (or in the event of the United kingdom leaving the EU,

outside the UK or the remaining members of the EU) without the prior written consent of CCDCPF; and

- 13.5.4 be subject to a non-disclosure agreement/confidentiality agreement or other statutory obligation prohibiting the sharing or disclosure of any depersonalised data by the third party to other parties, and that all the staff of the third party having access to the depersonalised data are placed under a similar obligation,

prior to access being granted.

14. **WARRANTIES**

- 14.1 Each Party warrants and undertakes that it will:

- 14.1.1 Process the Agreement Personal Data in compliance with all Applicable Laws;
- 14.1.2 comply with any enactments, regulations, orders, standards and other similar instruments that apply to its Agreement Personal Data Processing operations;
- 14.1.3 where applicable, maintain registration with all relevant Supervisory Authorities to Process all Agreement Personal Data for the Processing activities set out in this Agreement;
- 14.1.4 take all appropriate steps to ensure compliance with the security classification of Agreement Personal Data;

- 14.2 Where the Party is a Collective Party, it will take all appropriate steps to ensure compliance with the GIRR framework.

- 14.3 CCDCPF warrants and undertakes that it will not disclose or transfer Agreement Personal Data outside the European Union (or in the event that the United Kingdom leaves the European Union, the United Kingdom or the remaining members of the European Union).

15. **LIABILITY**

- 15.1 Any Liabilities incurred by a Party as a result of this Data Sharing Schedule shall be dealt with in accordance with Clause 26 of the Agreement.

16. **NOTICES**

- 16.1 Any notice or other communication given to CCDCPF under or in connection with this Data Sharing Schedule shall be deemed to be duly served if addressed to the SRO and in accordance with Clause 38.4.1 of the Agreement.

- 16.2 The Disclosing Party shall provide to CCDCPF, and keep up to date, the details of the officer or employee of the Disclosing Party to whom CCDCPF should send any notice issued under or in connection with this Data Sharing Schedule. Any such notice or communication shall be deemed to be duly served if addressed to this nominated officer or employee provided it is served in accordance with Clause 38.4.1 of the Agreement.

APPENDIX 1

PERSONAL DATA

Data Subject: Senior Investigating Officers

Personal Data: name of Senior Investigating Officer(s)

	Telephone Number
	Email Address
Data Subject:	Case Officer
	name of Case Officer
	Telephone Number
	Email Address
Data Subject:	Suspected perpetrator
Personal Data:	Name of Suspected perpetrator(s)
	Date of Birth
	Nationality
	Ethnicity/Cultural Background
	Gender
	OCGM Score
	MORILE Score
	whether arrested, and for what offences
	whether charged, and for what offences
	whether convicted, and for what offences
	previous convictions – and for what offences
	suspected activities/offences:
	Operation name/case number
Data Subject:	Victim(s):
Personal Data:	Name
	Date of Birth
	Nationality
	Ethnicity/Cultural Background
	Gender
	Vulnerability
	measures implemented to protect the Victim(s)
	methods used to coerce or control the victim
	location data in respect of the victim and methods of travel

information about method of recruitment
relationship with recruiter

SCHEDULE 11

Modern Slavery Police Transformation Programme Key Deliverables & Critical Success Factors

1. Key Deliverables

- 1.1 Provide and strengthen the regional and analytical coordination capability to develop the collection and exchange of intelligence across and between forces and partner agencies and to coordinate cross-force operational activity.
- 1.2 Collate, assess and disseminate intelligence from/to ROCUs and forces. Provide analysis of emerging threats, trends and offender/victim methodologies to ROCUs, forces and, subject to operational sensitivities, partner agencies and Government. Provide analysis of the overall operational performance in tackling modern slavery.
- 1.3 Develop the evidence base for operational best practice, to include but not limited to: prevention measures, conducting effective investigations, achieving successful prosecutions and other criminal justice outcomes (such as Slavery and Trafficking Risk Orders), confiscation/forfeiture of illicit profits and victim support through the criminal justice system. Share this best practice with forces and, where appropriate, with partner agencies.
- 1.4 Where there are synergies with policing activity and concerns, support the delivery of wider government initiatives to tackle modern slavery, for example the NRM reform programme and the government's international modern slavery strategy.
- 1.5 Develop and provide updated training based on learning that emerges in 19/20 to forces, and, subject to operational sensitivities, share this with partner agencies.
- 1.6 Provide ongoing support to PCCs to embed good practice and to support local partnership and prevention initiatives.

2. Critical Success Factors

- 2.1 An agreed plan for anticipated transitioning of modern slavery functions to ongoing business as usual at national, regional and local level delivery by 1st April 2020.
- 2.2 An agreed exit strategy including the establishment of the portfolio to a level which forces are able to support from the beginning April 2020 onwards.

SCHEDULE 12
GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

DEVON AND CORNWALL POLICE

**PROFESSIONALISING THE POLICING RESPONSE TO
MODERN SLAVERY**

FOR THE PERIOD 01 APRIL 2019 TO 31 MARCH 2020

**HOME OFFICE
Law Enforcement Transformation Unit
2 Marsham Street
London SW1P 4DF**

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HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **26 July 2019**

Between:

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Law Enforcement Transformation Unit whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

AND

- (2) Devon and Cornwall Police whose principal address is at Middlemoor, Exeter EX2 7HQ (the "**Recipient**").

IN RELATION TO THE PURPOSE:

Project Name: Professionalising the Policing Response to Modern Slavery

Project Reference: SEPT16067-2019

Project Description: To provide new and develop existing functions already provided by the Modern Slavery Transformation Unit (MSPTU)

1. Introduction

- 1.1. The Authority is exercising the power conferred to it by **section 57(1) of the Police Act 1996** to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, three (3) Schedules and six (6) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions for between the Authority and the Recipient to deliver Professionalising the Policing Response to Modern Slavery.
- 1.4. The Fund will positively impact on children and young people in both England and Wales. Resultantly, the Recipient, Delivery Partners and Project Implementation Partners must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is delivered in Wales, whether wholly or partially, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

2. Definitions and Interpretations

- 2.1. In this Grant Agreement:

"**Advance of Need**" means a payment made ahead of the relevant expenditure being identified;

“Aid Diversion” means any event, including fraud, corruption, bribery (including for purposes of the Bribery Act 2010), theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant being directed to the outputs and activities of the Project, or funds being directed to the aid outcomes or recipients intended;

“Annex” means the annexes attached to this Grant Agreement;

“Asset” means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than GBP 5,000, excluding VAT, or has a continuous useful life of twelve (12) Months or more, and is purchased wholly or partially using the Grant;

“Authorised Representatives” means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

“Background IPRs” means any pre-existing IPR vested in or licensed to either Party prior to the award of this Grant Agreement and/or created by either Party independently of the Purpose and/or without the Grant;

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

A **“Calendar Day”** means any calendar day, Sunday through Saturday inclusive;

“Civil Society Organisations” (as defined in the Compact) means charities, social enterprises and voluntary and community groups;

“Clause” means the clauses in these Terms and Conditions which form part of this Grant Agreement;

“Commencement Date” means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being the 01 April 2019;

“Commercially Sensitive Information” means information of a commercially sensitive nature that may cause the Recipient significant commercial disadvantage or material financial loss relating to the (a) pricing of the Grant Agreement, (b) Recipient’s IPRs, and (c) Recipient’s own business and investment plans;

The **“Compact”** means the national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens;

“Controller and Processor” take the meaning given in the GDPR;

A **“Critical Incident”** means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on public confidence in the Authority, including the provision of the Purpose;

“Crown Body” means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf;

“Data Protection Legislation” means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

“Delivery Partner” means any Third-Party, whether an organisation or an individual, working with the Recipient, whether remunerated or not, in the delivery of this Grant Agreement for the provision of the Purpose;

“Delivery Proposal” means the Recipient’s proposal at Annex D for achieving the Authority’s objectives as described in Schedule 1;

“Duplicate Funding” means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not been declared to the Authority. Alternate sources of funding where declared and accepted as Supplementary Funding will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (volumes; scope; geography) this enables the Purpose to achieve;

“Eligible Expenditure” means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the

Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A **"Finance Officer"** means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority.

The **"Funding Period"** means the period for which the Grant is provided from 01 April 2019 to 31 March 2020.

The **"Grant"** means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the **"Grant Amount"**) shall not be more than three million, one hundred thousand pounds (£3,100,000).

"Grant Claim" means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **"Grant Funding Letter"** means the letter dated 15th March 2019 from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex G;

"Grant Sponsor" means the individual who has been nominated by the Authority to be the single point of contact for the Recipient in relation to the Grant and whose name is recorded in Annex C;

A **"Grant Variation Notice"** means the official communication notifying the Parties and specifying the changes that have been made to the Grant Agreement and recorded at Annex F;

"Ineligible Expenditure" means expenditure which is not Eligible Expenditure and as further detailed in Schedule 1;

"Information Acts" means the Data Protection Legislation, Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 ('EIR');

"Intellectual Property Rights" or **"IPRs"** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and any other rights in Commercially Sensitive Information;

"Joint Controllers" means instances where two or more Controllers jointly determine the purpose and means of processing;

"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

"Losses" means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

"Match Funding" means any monies offered or required towards the cost of achieving the Purpose as a contribution by the Recipient;

A **"Mediator"** means any independent person/body appointed by both Parties to mediate upon any dispute.

A **"Month"** means any calendar month;

An **"Outturn Statement"** means the detailed end of year monitoring report submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A **"Party"** means a signatory to this Grant Agreement;

"Personal Data" has the meaning given to it in the Data Protection Legislation;

"Project Manager" means the individual who has been nominated by the Recipient to be the single point of contact for the Authority in relation to the Grant and whose name is recorded in Annex C;

“Schedule” means the Schedules attached to this Grant Agreement;

“Staff” means any person employed or engaged by the Recipient and acting in connection with the operation of this Grant Agreement including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes;

“Supplementary Funding” means any contribution offered by a Third Party to the Recipient towards fulfilment of the Purpose intended to meet the balance of any expenditure not supported by the Grant and notified to the Authority in accordance with Clause 10.8;

“Third Party” means any party whether person or organisation other than the Authority or the Recipient;

“Unspent Monies” means any of the Grant which remains unspent and uncommitted at the end of a Funding Period or because of termination or breach of these Conditions; for avoidance of doubt Supplementary Funding will neither be considered as Grant or Unspent Monies; and

A **“Working Day”** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday; and

2.2. In this Grant Agreement, unless the context otherwise requires:

- a. References to the singular include the plural, and vice versa;
- b. References to a gender include the other gender and the neuter;
- c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
- d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement;
- e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;
- f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
- g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
- h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

3. Grant Offer

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Periods and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

4. Amount of the Grant

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the duration of the Grant Agreement.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by local governments or by any local public authority.

5. Timing of the Grant

- 5.1. Grant Claims will be made in arrears of expenditure in accordance with the payment profile detailed in Schedule 2 within thirty (30) Calendar Days of the receipt and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3, via an online link issued by the Authority.
- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
 - a. have signed and returned a copy of this Grant Agreement to the Authority, and
 - b. have provided the appropriate bank details, and
 - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.

- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

Recipient Details

1. Registered name of company
2. Trading name of company
3. Company registration number
4. Vat registration number

Recipient Address Details

1. Registered Address
2. Credit Control/Finance Address

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority reasonably believes that payment is being made in Advance of Need, it may change the timing and/or the amount of any outstanding Grant payments.
- 5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Periods.
- 5.8. Any request for payment relating to activities undertaken after the Funding Periods shall be subject to the specific written approval of the Authority (such approval not to be unreasonably withheld).

6. Managing the Grant

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:

- a. have a sound administration and audit process, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
 - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
 - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 6.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams [with all payments, both received and disbursed, transacted through a dedicated bank account.]
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.
- 6.6. The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 6.7. In support of Grant Claims submitted via a link or other means as directed by the Authority and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A or another that may be provided during the funding year, the Recipient shall provide the Authority with Quarterly narrative reports as a minimum [unless advised by the Joint Portfolio Team] detailing progress against critical success factors; these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.
- 6.8. At the end of each Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:
 - a. be in the format set out in Annex B, and
 - b. be signed by a Finance Officer.
- 6.9. The Authority may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any such request.
- 6.10. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.
- 6.11. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it either as a result of an

administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.

- 6.12. At the end of the final Funding Period, or upon termination howsoever caused, the Recipient shall ensure that all Unspent Monies are returned to the Authority, unless otherwise agreed in writing by the Authority and at its sole discretion.
- 6.13. For the purposes of accounting, reconciliation and the repatriation of Unspent Monies at termination or at any other point provided for within this Grant Agreement, the Grant shall consist of:
 - a. all Grant monies paid to the Recipient,
 - b. all interest and returns generated from the investment of the Grant; and
 - c. the proceeds of the sale or disposal of any Assets.
- 6.14. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"¹ both current and as revised, updated or amended, and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.15. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.16. The Recipient should ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused

7. Records to be kept

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
 - a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
 - b. gifts, both given and received, in connection with the Purpose.

¹ <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

- 7.2. Where the Recipient is disbursing Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
- a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
 - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
 - c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.
- 7.3. Where the Grant is spent on capital items (Assets), the Recipient must:
- a. maintain an asset register of such capital items. This register shall record as a minimum,
 - (i) the date the item was purchased,
 - (ii) description of the Asset,
 - (iii) location of the Asset,
 - (iv) the price paid,
 - (v) the date of disposal, and
 - b. provide proof of insurance coverage for the useful life of the relevant Asset, and
 - c. make the Assets available for inspection.
- 7.4. Assets will be the property of the Recipient for the duration of the Funding Period and must only be used in furtherance of the Purpose.
- 7.5. The Recipient shall undertake all necessary maintenance and upkeep activities including but not limited to the proper insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.
- 7.6. The Recipient shall maintain records in relation to Assets which require active maintenance and will make them available to the Authority upon reasonable request.
- 7.7. On the expiry or termination of this Grant Agreement (howsoever caused), title in Assets acquired using the Grant shall remain with the Recipient, unless otherwise expressly agreed in writing between the Parties
- 7.8. Following an event as described in Clause 7.7, the Recipient may offer to purchase the Asset(s) at a fair market value agreed in writing by the Parties.
- 7.9. At any time after purchase, should the Recipient propose to sell, dispose of, change the use of or donate to a Third Party an Asset

then the Recipient must first consult the Authority to determine what should happen.

- 7.10. The Authority may require the Recipient to:
- a. return proceeds from sale of any Assets to the Authority, or
 - b. re-invest proceeds from the sale of any Assets.
- 7.11. The provisions of Clause 7.9 and 7.10 shall survive the termination of this Grant Agreement, howsoever that occurs.

8. Eligible and Ineligible Expenditure

- 8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1 and Annex D, or as approved in writing by the Authority.
- 8.2. Annex E describes in more detail examples of Ineligible Expenditure.

9. Audit and Inspection

- 9.1. The Recipient shall comply with the international accounting standards or the Charities Statement of Recommended Practice².
- 9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.
- 9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit (currently £10.2million) then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.
- 9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be:
- a. a hard copy sent by traditional post, or
 - b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).
- 9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining,

² <https://www.gov.uk/government/publications/charities-sorp-2005>

discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.

- 9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant.
- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 10.1. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).
- 10.2. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Recipient shall use its best endeavours to ensure that such funding:
 - a. does not contravene the Laws of any other country; and
 - b. is not used to support activities which could bring the Authority's name into disrepute.
- 10.3. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should include, but not be limited to: whistle-blowing; safeguarding for prevention of sexual exploitation; abuse and harassment; diversity and equality; ethical behaviours; data protection; information security; staff vetting; recruitment; physical security; modern slavery; environmental sustainability; welsh language, and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or

Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.

- 10.4. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the Fund into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 10.5. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse or harassment related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.
- 10.6. Any event notified to the Authority under Clauses 10.4 and/or 10.5 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.7. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')³. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.
- 10.8. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
 - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
 - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.9. Following receipt of information in accordance with Clause 10.8, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.10. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not

³ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

11. Conflict of interest and financial or other irregularities

- 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
- 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Agreement.
- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 11.4. If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.
- 11.6. The Recipient agrees that it will not apply for or obtain, and will ensure Delivery Partners are not in receipt of or do not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.7. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

12. Procurement procedures

- 12.1. In procuring any works, goods or services using the Grant the Recipient must act in a fair, open and non-discriminatory manner and adopt such policies and practices that are reasonably required in order to demonstrate that all such purchases achieve value for money and comply in all material aspects with all relevant UK legislation on

public procurement, for example, by applying principles of non-discrimination and equal treatment, transparency, mutual recognition and proportionality.

- 12.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment is not double funding.
- 12.3. When procuring or entering into funding arrangements with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
 - a. Government Functional Standard for General Grants⁴, and
 - b. Compact in all its dealings with Civil Society Organisations.
- 12.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:
 - a. requires the Recipient to pay all sums due to the Delivery Partner within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
 - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
 - c. ensure that all funded activities are fully reported on,
 - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
 - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.5. Onward payment of the Grant and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying a Delivery Partner's invoice or claim request.
- 12.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to

⁴ <https://www.gov.uk/government/publications/grants-standards>

publish the details of the late or non-payment (including on government websites and in the press).

- 12.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.9. Subject to the terms of this Grant Agreement, if the Recipient follows a single tender or other direct award procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
 - a. the requirement can demonstrably be met only by proprietary or specialist equipment,
 - b. the requirement can demonstrably be met only by a single available entity with extremely niche skills, or
 - c. there are simply no alternative sources of supply.
- 12.10. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal state aid to any organisation or individual⁵. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

13. Insurance coverage

- 13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose.

14. Indemnity

- 14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.
- 14.2. The Recipient agrees to indemnify the Authority for any costs, claims, damages or Losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.
- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of

⁵ <https://www.gov.uk/guidance/state-aid>

either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

15. Intellectual Property Rights and Branding

- 15.1. The Parties shall retain exclusivity in their own Background IPRs.
- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

16. Breach of Grant Conditions

- 16.1. If the Recipient fails to comply with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment.
- 16.2. The events referred to in Clause 16.1 are as follows:
 - a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or

obligations arising under this Grant Agreement without the written agreement in advance of the Authority,

- b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
 - c. any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material,
 - d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity,
 - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
 - f. the Recipient is subject to
 - a proposal for a voluntary arrangement,
 - has a petition for an administration order, or a winding-up order brought against it,
 - passes a resolution to wind up,
 - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
 - is subject to the appointment of a receiver, administrator or liquidator
 - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
 - h. the Recipient fails to comply with the provisions regarding state aid,
 - i. the Recipient (or a Delivery Partner) is in receipt of Duplicate Funding, or
 - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out in Clauses 10.8 and 10.9.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its

concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.

- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.
- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return to the Authority any Assets or property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

17. Funding Period and Termination including Consequences

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
 - a. using any part of the Grant for a purpose other than the Purpose,
 - b. making any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration,
 - c. failing to comply with any obligation arising from the Grant Agreement, or
 - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.
- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.

- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of Recipient's legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and value for money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. Six (6) Months prior to expiry of the Grant Agreement or within one (1) Month of serving a notice of termination, the Recipient shall deliver to the Authority a final plan detailing when and how any work in progress will be transferred from the Recipient to either the Authority or a successor body. The Authority's agreement to this plan shall not be unreasonably withheld or delayed.
- 17.13. The Recipient undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure a smooth transfer of responsibility for the grant funded activities

- 17.14. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

18. Amendments to the Grant Agreement

- 18.1. The Authority shall have the right to amend the Grant Agreement at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
- a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and
 - b. be recorded in Annex F.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

19. Confidentiality

- 19.1. Nothing in this Clause 18 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 18.
- 19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.

- 19.5. The provisions of this Clause 19 shall survive the termination of this Grant Agreement, however that occurs.

20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency

- 20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.
- 20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and controls in place to manage:
- a. the processing of data shared between itself and any Delivery Partner (and vice versa), and
 - b. compliance with its obligations arising from the Data Protection Legislation.
- 20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for

information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.

- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.
- 20.11. The Recipient shall not publish any material referring to the Purpose or the Authority without the prior written agreement of the Authority.
- 20.12. The Recipient shall afford appropriate publicity to the Grant and its Purpose. In all instances of publicity the Recipient must acknowledge the Authority's contribution, by at a minimum including the Authority's logo (or any future logo adopted by the Authority) using the templates provided by the Authority from time to time. The Recipient shall also:
 - a. avoid expressing views which are inconsistent with the Programme Objective when speaking to third parties in order to deliver the Project;
 - b. make clear that it does not represent or speak for the Authority or the Government of the United Kingdom in any situation where it expresses views.

21. Notices

- 21.1. All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a Party on the other Party at its address shown at the head of this Grant Agreement.
- 21.2. Notices delivered hereunder shall be deemed to be delivered if:
 - a. delivered by hand, upon receipt,
 - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
 - c. sent by electronic mail, on the date of delivery except when an electronic mail is sent on a day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day,

- d. sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a day which is not a Working Day or after 3:00pm on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

22. Contract (Rights of Third Parties) Act 1999

- 22.1. No person who is not a Party to this Grant Agreement shall have the right to enforce any its terms.

23. Dispute Resolution

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.
- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

24. Governing Law

- 24.1. This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales. This does not limit the Authority's

right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

Home Office

Law Enforcement Transformation Unit

July 2019

ACCEPTANCE OF GRANT

Devon and Cornwall Police accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Professionalising the Policing Response to Modern Slavery:

Project Manager

Signature:	
Name:	Clare Gollop
Date:	
Position:	Modern Slavery Police Transformation Programme Director

Senior Finance Officer (if different to above)

Signature:	
Name:	Nicola Allen
Date:	
Position:	Devon and Cornwall OPCC Treasurer

Bank details for Grant payment

Bank name:	Barclays
Branch name:	Exeter
Sort code:	20-30-47
Account name:	PCC Devon & Cornwall
Account number:	00987565
Address:	Finance Department, Police Headquarters, Middlemoor, Exeter
Post code:	EX2 7HQ

Signed on behalf of the Authority's Law Enforcement Transformation Unit:

Signature:	
Name:	Bethan Page Jones
Date:	
Position:	Head of the Law Enforcement Transformation Unit

HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Metis codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0120	1265001	541021	N/A	00000000	112127

SCHEDULE 1 – THE PURPOSE

THE PROJECT

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to develop new and existing functions delivered by the Modern Slavery Police Transformation Unit (MSPTU). The programme will strengthen regional and analytical coordination teams; engage with partners internationally and nationally from local to regional level to improve investigation; and influence and support the delivery of the Home Office NRM Reform programme and victim care standards.

Further to this, the project seeks to put in place an improved central analysis and intelligence capability that will deliver themed assessments and improve linking across the modern slavery and organised immigration crime. The project aims to provide support to PCCs to embed best practice to commission activity around modern slavery and support to consolidate local partnerships to engage in prevention activity. This support will involve assisting PCC's in understanding the results of two ongoing reviews, a new national strategy and new independent commissioner.

BACKGROUND

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The Crime, Policing and Fire Group (CPFG) of which Law Enforcement Unit (LETU) is a part provides leadership to the public safety system, protecting the public from mainstream and domestic harms. It does this by:
- Setting policy and wider approaches for crime prevention and law enforcement, including those focused on high harm crimes, such as modern slavery, domestic abuse and sexual exploitation
 - Resourcing the operational response to incidents and threats, particularly by the police and fire and rescue services; and
 - Driving improvements in efficiency and effectiveness
- 1.5 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under **section 57(1) of the Police Act 1996** to provide financial support to promote the efficiency and effectiveness of the police
- 1.6 This Grant Agreement provides a broad well defined framework in which the Recipient may exercise independent discretion in achieving its Delivery Proposal (Annex D).

KEY DELIVERABLES

- 1.7 Provide and strengthen the regional and analytical coordination capability to develop the collection and exchange of intelligence across and between forces and partner agencies and to coordinate cross-force operational activity.
- 1.8 Collate, assess and disseminate intelligence from/to ROCUs and forces. Provide analysis of emerging threats, trends and offender/victim methodologies to ROCUs, forces and, subject to operational sensitivities, partner agencies and Government. Provide analysis of the overall operational performance in tackling modern slavery.
- 1.9 Develop the evidence base for operational best practice, to include but not limited to: prevention measures, conducting effective investigations, achieving successful prosecutions and other criminal justice outcomes (such as Slavery and Trafficking Risk Orders), confiscation/forefeiture of illicit profits and victim support through the criminal justice system. Share this best practice with forces and, where appropriate, with partner agencies.
- 1.10 Where there are synergies with policing activity and concerns, support the delivery of wider government initiatives to tackle modern slavery, for example the NRM reform programme and the government's international modern slavery.
- 1.11 Develop and provide updated training based on learning that emerges in 19/20 to forces, and, subject to operational sensitivities, share this with partner agencies.
- 1.12 Provide ongoing support to PCCs to embed good practice and to support local partnership and prevention initiatives.

CONDITIONS

KEY ROLES AND RESPONSIBILITIES

- 1.13 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.14 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

INDICATIVE EXPENDITURE BREAKDOWN

- 1.15 The total Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than three million one hundred thousand pounds (£3,100,000).
- 1.16 The Grant will be paid in arrears, in accordance with the profile described in Schedule 2, and is intended to pay for the activities required to achieve the outcomes described in this Schedule 1.

1.17 The Recipient has identified the following indicative expenditure:

REF	HEADINGS	EXPENSES (£)
A	Fund Admin & Mgt	
A1.	Mobilisations/Set-up costs	
A2.	Other Admin and Mgt costs	307,000
A3.	Staff Costs	
B	Fundraising Costs	
C	Invetsment Mgt Costs	
D	Independent Evaluation Costs	15,000
E	Centre of Expertise	
E1.	Mobilisations/Set-up costs	
E2	Running Costs	313,000
E3.	Staff Costs	2,465,000
F	TOTAL ELIGIBLE EXPENDITURE (A1+A2+A3+B+C+D+E1+E2+E3)	3,100,000

SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Ref.	Period From	Period To	Value	Payment Date	Payment Trigger
1	1 April 2019	31 August 2019	Expenditure over the period	November 2019	• Grant Agreement signed/authorised by all parties • Evaluation Plan. • Monitoring information for the period as detailed in Schedule 3.
2	1 September 2019	31 March 2020	Expenditure over the period, with payment of 10% of total Grant Amount subject to receipt of the Evaluation Report	June 2020	• Grant Agreement signed/authorised • Evaluation Plan. • Monitoring information for the period as detailed in Schedule 3.
3	Final	Final	10% of the total Grant Amount	Within 10 days of submission of the Trigger.	• Receipt of the Evaluation Report as detailed in Schedule 3, clause 3.13

SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

CRITICAL SUCCESS FACTORS

- 3.1 The Recipient shall produce a plan setting out how it will achieve the Purpose (the 'Delivery Plan'). The Delivery Plan shall set out:
- a. agreed outcomes,
 - b. planned activities to support their achievement, and
 - c. Critical Success Factors (CSFs) and timescales.
- 3.2 The Critical Success Factors to be monitored and reported on are:
- An agreed plan for anticipated transitioning of modern slavery functions to ongoing business as usual at national, regional and local level delivery by the beginning of 2020/21.
 - An agreed exit strategy including the establishment of the portfolio to a level which forces are able to support from the beginning of 2020/21 onwards.

REPORTING

- 3.3 The Recipient must manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes/impacts identified in Schedules 1 and 3 and Delivery Proposal at Annex D.
- 3.4 The Recipient shall put in place procedures to monitor and track performance, benefits and progress and provide reports detailing:
- a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and
 - b. progress against the Critical Success Factors
- 3.5 Any reports should also detail the activities and achievements of Delivery Partners.
- 3.6 The Recipient must provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the Authority in relation to the Purpose.
- 3.7 The Recipient must provide the Authority with access to all Board and Corporate level meeting minutes related to the Purpose.
- 3.8 The Project/Programme {delete inapplicable} Manager shall ensure that all reports are compiled and submitted to the Grant Sponsor in a timely manner and attend the monitoring and review meetings.

Progress Reporting

- 3.9 In support of Annex A (Grant Claim) submissions the Recipient shall provide:
- a. Quarterly narrative reports as a minimum [unless advised by Joint Portfolio Team] detailing progress against critical success factors in achieving the outcomes and targets, and highlight how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved, up-to-date list of Delivery Partners

- b. Quarterly financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.

3.10 The Recipient must submit progress reports to the Grant Manager by the fourteenth (14th) Day of the month following the period under review. Initially these will be **monthly**. The frequency of these Progress Reporting requirements will be reviewed with the Authority during each Funding Period and maybe be amended as time progresses.

Strategic Reporting

- 3.11 In addition to the monthly progress reports, the Recipient shall provide a quarterly strategic report that will look back over the previous three (3) Months and forward at least monthly providing details of activities, projects, income forecasts, assessment of progress, and:
- a. a value for money assessment (e.g. benefits realisation, savings, efficiencies etc.),
 - b. an assessment of progress against the primary outcomes as described in Schedule 1,
 - c. Financial review of actuals against forecast, and
 - d. Forward-look plans and forecasts for all identified delivery and financial Critical Success Factors.
- 3.12 The Authority and the Recipient shall meet at least monthly per Funding Period (or as otherwise agreed) to monitor and review performance, discuss future proposals and give feedback. These meetings shall also include formal performance reviews after each report is published. The Authority shall consider:
- a. how the Recipient has performed and sought to resolve any major issues that impact on its ongoing success,
 - b. how the Recipient has secured good value for money in how the activities were carried out.
- 3.13 The Recipient's Project/Programme Manager contactable shall ensure that Reports are compiled and submitted in a timely manner . For quarterly reporting, the timescales are set in the table below
- 3.14

2019/2020		
	Report	Date due
<i>1</i>	<i>Project Update</i>	<i>19 July 2019</i>
<i>2</i>	<i>Consolidated Report</i>	<i>18 October 2019</i>
<i>3</i>	<i>Project Update</i>	<i>17 January 2020</i>
<i>4</i>	<i>Accruals update</i>	<i>6 March 2020</i>
<i>5</i>	<i>Consolidated Report</i>	<i>30 April 2020</i>

ANNUAL REVIEW

- 3.15 In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the CSFs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.
- 3.16 Each annual review will result in the Authority making a recommendation that the:

- a. Purpose and Agreement continue in line with existing plans; or
- b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
- c. CSFs should be re-defined and agreed; or
- d. Recipient shall produce an action plan (or similar) setting out the steps required of it to improve delivery of the Purpose; or
- e. Authority should recover Unspent Monies; or
- f. Agreement should be terminated.

3.17 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

RISK MANAGEMENT

- 3.18 The Recipient's due diligence undertakings of Delivery Partners must be an ongoing not a one-off activity. A proportionate approach should be applied to the frequency of subsequent due diligence based on the initial assessment (as required by Clause 12.2). For longer-term funding relationships (i.e. more than 12-Months) a re-assessment **must** be completed at least annually.
- 3.19 The Parties shall work together to identify, manage and mitigate risks impacting on achieving the Purpose. These shall be recorded in a joint risk & issue register.
- 3.20 The risk and issue register should be regularly updated by the Recipient and reviewed with the Authority every quarter/monthly
- 3.21 Outside of this regular review cycle, the relevant Party shall inform the other as soon as they identify an imminent Risk (i.e. proximity < 3-months) or live Issue.

AD HOC REPORTING

- 3.22 Any Critical Incidents or matters arising the outcome or consequence of which is likely to result in:
 - a. serious harm to any individual; or
 - b. significant community impact; or
 - c. significant impact on public confidence in the Authority, including the provision of the Purpose

must be reported to the Authority within one (1) Calendar Day. The Partner must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.

- 3.23 Additionally, the Recipient will notify the Authority as soon as reasonably practical of:
 - a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
 - b. actual or potential variations to the Eligible Expenditure set out in Schedule 1 of these Conditions and/or any event which materially affects the continued accuracy of such information.

ANNEX A – GRANT CLAIM FORM

Project reference:

Please complete the table below concerning the amount of the grant spent and overall project spend in Q1 and Q2 20XX/XX

	Q1 (Apr-Jun)	Q2 (Jul-Sep)
Capital grant spend (£)		
Resource grant spend (£)		
Capital spend: grant + other funding (£)		
Resource spend: grant + other funding (£)		

If you have reported a different spend for Q1 since your previous return please outline the reasons why below.

Are you requesting a mid-year payment

- ☐ Yes
- ☐ No

Please confirm the mid-year payment requested. Note, payments are made in arrears and should not exceed the total grant spend reported for Q1 and Q2. Payments will not be made until any questions concerning the project are resolved and are subject to us having received your signed grant agreement and evaluation plan.

Capital (£)

Resource (£)

Total (£)

Please print the following declaration which should be signed by the Grant Recipient and Finance Officer / Treasurer. The Declaration should then be scanned and uploaded by clicking on 'Choose File'.

SIGN – OFF	
Grant Recipient:- I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement	
Signature:	
Name:	
Position:	
Treasurer, Finance Officer or equivalent:- I certify to the best of my knowledge and belief that:	
a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;	
b) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the above grant stream.	
Signature:	
Name:	Position:
Home Office Sign-off (Internal use only)	
Signed:	
Name:	Position:

ANNEX B

OUTTURN STATEMENT - APRIL 20XX TO MARCH 20XX

The form should be completed and certified by the Recipient's Finance Officer and returned to the Authority in accordance with Clause 6.

Project reference:

Please complete the below for spending in 20XX-XX, using the format £000,000 and only including resource, capital items or services received by 31 March 20XX. Total costs relate to all project costs including the grant, PCC and other contributions.

	Q1 20XX/XX	Q2 20XX/XX	Q3 20XX/XX	Q4 20XX/XX	Total
Grant capital spend (£)					
Grant resource spend (£)					
Total capital spend (£)					
Total resource spend (£)					

Please provide an explanation if the above has significantly changed from your previous quarterly returns.

Grant funding received and funding request. [Note - This should include the 10% which for certain PTF projects is reserved pending completion of an Evaluation report].

	Capital	Resource	Total
Grant funding already received in this financial year			
End of Year Payment request			

If the information provided above is significantly different to the figures provided in your accrual return submitted in March 20XX please outline the reasons for this below.

Please print the following declaration which should be signed by the Grant Recipient and Finance Officer / Treasurer. The Declaration should then be scanned and uploaded by clicking on 'Choose File'.

Project

reference:

SIGN – OFF	
Grant Recipient:- I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement	
Signature:	
Name:	
Position:	
Treasurer, Finance Officer or equivalent:- I certify to the best of my knowledge and belief that:	
a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;	
b) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the above grant stream.	
Signature:	
Name:	Position:
Home Office Sign-off (Internal use only)	
Signed:	
Name:	Position:

ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority's staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Ian Roberts	Grant Sponsor	2 Marsham Street	020 7035 0442	Ian.Roberts3@HomeOffice.gov.uk

The following are the current list of the Recipient's Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
	Project Manager			

ANNEX D – DELIVERY PROPOSAL (attach bid)

Modern Slavery Police Transformation Programme 2019/20

The Programme is designed to provide the following key deliverables:

1. An increased focus on prevention, demand reduction and targeted intelligence development and interventions
2. A continued focus on improving investigations, case file preparation, and overcoming barriers to prosecution
3. Setting the foundation for closer working across child criminal exploitation, and child labour exploitation by fully exploring crossovers and minimising gaps in our response.
4. A clear exit strategy to ensure that the modern slavery work moves in to business as usual in 2020/21 following closure of the programme.

To do this the following functions will be provided:

Regional Transformation Teams

The provision of a regional coordinator, analyst, and researcher within each ROCU, with an increased focus on:

- Supporting regional and force level responses to organised immigration crime
- Improving intelligence flows into forces/regions from local non-traditional information/intel sources, to enable the service to improve in areas highlighted by the National Security Council on Modern Slavery, and to identify victims/offenders earlier
- Supporting individual investigations with practical advice and assistance to improve prosecution and disruption outcomes, enabling the service to meet expectations set out by the Implementation Task Force.
- Supporting forces/regions to identify ways to measure success, meeting expectations set out by NSC and by the ITF

Supporting MS investigations with international elements by sharing good practice and changes to systems.

4P Prevent, Protect, Pursue and Prepare Team.

Complementing and supporting the work of Home Office and NCA, and underpinning the work of the other component teams, by providing a central capability to debrief exemplar cases in detail and extract / cascade key learning; supporting the development of good practice advice/guidance in relation to the specific challenges that are now emerging: (Victim engagement, Financial Investigation, Use of civil/MSA2015 orders, intelligence development, Preventing Re-trafficking).

This is a national function designed to speed up the services learning circle and cascade good practice effectively from local to national level and vice-versa, providing an evidence base to challenge other agencies/departments/civil society to implement a 4P approach. This supports the service to meet expectations of continuous improvement set by the Implementation Task Force and to respond to the recommendations from two parliamentary reviews (anticipated in April 2019).

NRM and Victim Support

The original bid in 2016 anticipated that the NRM Programme would go live in during 17/18 and that 18/19 would provide a supported transition year. Delays to the NRM programme mean it now goes live in stages during 19/20.

With the NRM moving from law enforcement agencies to a new Central Home Office Unit, it is critical for policing to retain a high level of engagement with the Home Office led NRM transformation programme, ensuring the digital system and linked safeguarding and intelligence processes effectively integrate with policing, and are designed with investigative processes and disclosure regulations in mind.

The move to the minimum viable model for the NRM as the NRM programme nears its go live date (April 2019) presents significant risks for policing if engagement is interrupted, and designs are further adapted without police engagement. Risks of decreased efficiency with which forces can engage with each NRM and negative impacts on police / prosecution outcomes are highlighted.

The team will be able to support forces/PCCs to understand the policing implications of the newly adopted Minimum Standards of Victim Care for victims of modern slavery and human trafficking, a key area identified for improvement by the ITF.

Training

The initial phase of training has been completed with transition arrangements in place for continued delivery of the investigators course via lead forces in each region and accredited materials for all courses held by CoP. Funding during 2019/20 enables the service to capitalise on the training momentum and capability currently in place, reaching out to different specific functions within the service in order to improve prosecution and disruption outcomes. This funding will support the development of MS modules throughout the whole of the CoP curriculum, and provide CPD for additional functions: FI's, intelligence development staff, force legal teams. It provides capacity for focused support to forces now identified as further behind in performance and for engagement through other portfolios with the wider policing family. It provides ongoing CPD for Force Spocs, given the turnover of staff in those roles.

It supports the whole-of-government-endeavour and provides a catalyst for other agencies/depts to deliver their own training programmes by sharing the police services learning. It provides an opportunity for the government to lead by example within the Call to Action by providing a platform to cascade learning internationally.

This supports the service to deliver and to evidence progress against the expectations set out by the Implementation Task Force and deliver against recommendations anticipated in the ongoing parliamentary reviews.

National Analytical Capability (Insight Team)

This is a national function providing an analytical capacity to support the police service to understand demand, to improve the force/regional use of data provided centrally by other agencies/depts, to interact with intelligence and Police ICT improvement activity. It is critical to have this support in place while the other component teams are functioning, providing an engine room for the rest of the programme, developing data, intelligence and the evidence base at a national level to support policing to engage effectively with other agencies/depts. This team provides a capability to work with national level NGOs and non-conventional intelligence sources, to develop intelligence and operational feeds that can be directed towards JSTAC, ROCUs or forces.

JSTAC has been successfully transitioned to NCA funding and will now begin to exert pressure onto forces for police data and information. This team can mitigate much of the data demand from NCA, international partners, and the ITF which will otherwise impact on every force. JSTAC will continue to service policy engagement, but does not provide an overview of demand or measures of success across the police service, or resolve data and intelligence issues within the police system identified by the JIC and NSC. This function enables the service to evidence performance outcomes required by the Implementation Task Force.

PCC/NATMSN/Executive Support

Enables the National Anti-Trafficking Modern Slavery Network to support PCCs to cascade good practice and to leverage support across local agencies and provides for inputs to Chief Officers/PCCs about the modern slavery landscape at the close of the programme. This function is required to ensure PCCs can effectively engage with the wider benefits of the programme and to deliver outcomes at a local level.

ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

- 1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, nor otherwise engage with Third Parties known to demonstrate vocal or active opposition to fundamental British values⁶, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas.
- 1.2 The Grant may not be used to
- pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
 - enable one part of government to challenge another on topics unrelated to the Purpose, or
 - petition the Authority or other Third Parties for additional funding, or
 - pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.
- 1.3 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 1.4 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.
- 1.5 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 1.6 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 1.7 To comply with the Cabinet Office' spend control⁷ requirements, the Recipient:
- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and

⁶ An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

⁷ <https://www.gov.uk/government/collections/cabinet-office-controls>

- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

:

- 1.8 The Recipient may not use the Grant to cover any direct costs required to establish a fundraising capability.

ANNEX F – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	DD MMM YYYY	DD MMM YYYY

GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	Insert title of Grant Agreement (same as the Front Page)
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Insert the Recipient's name ("the Recipient")
Variation Number	Insert unique reference number (e.g. 001-2018)
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

In accordance with the provisions of Article 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
- The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

Name

Title

Date

Name

Title

Date

SIGNATORIES

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 CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF BEDFORDSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF CAMBRIDGESHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CHESHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMISSIONER OF POLICE FOR THE CITY OF LONDON)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMON COUNCIL OF THE CITY OF LONDON IN ITS CAPACITY

AS POLICE AUTHORITY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)
duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF CLEVELAND)
in the presence of:)
Witness signature:
Name:
Address:
Occupation:

SIGNED by)
duly authorised to sign for and on behalf of)
THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND)
in the presence of:)
Witness signature:
Name:
Address:
Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF CUMBRIA CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR CUMBRIA)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF DEVON AND CORNWALL POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DEVON AND CORNWALL

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DORSET POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DORSET)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DURHAM CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DURHAM)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF DYFED-POWYS POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR DYFED-POWYS)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF ESSEX POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR ESSEX)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GREATER MANCHESTER POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

GREATER MANCHESTER COMBINED AUTHORITY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF GWENT POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR GWENT)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HERTFORDSHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF HUMBERSIDE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF KENT POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR KENT)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF LANCASHIRE CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR LANCASHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF LINCOLNSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF MERSEYSIDE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR MERSEYSIDE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE COMMISSIONER OF POLICE FOR THE METROPOLIS)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 CHIEF CONSTABLE OF NORFOLK CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORFOLK)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH WALES POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH YORKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE FIRE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF NORTHUMBRIA POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF SOUTH WALES POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SURREY POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SURREY)

in the presence of:)

Witness signature:

Name:

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Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUSSEX POLICE)

in the presence of:)

Witness signature:

Name:

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Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUSSEX)

in the presence of:)

Witness signature:

Name:

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Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THAMES VALLEY POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF WARWICKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MERCIA POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF WEST YORKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

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 OF WILTSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

COLLEGE OF POLICING)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

BRITISH TRANSPORT POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE BRITISH TRANSPORT POLICE AUTHORITY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation: