

# **Police Force and Policing Body Collaborative Service Agreement**

**For the Provision of a 7 Force Single Procurement Function**

## **Collaborating Partners:**

**The Chief Constable of Bedfordshire Police  
The Chief Constable of the Cambridgeshire Constabulary  
The Chief Constable of Essex Police  
The Chief Constable of the Hertfordshire Constabulary  
The Chief Constable of Kent Police  
The Chief Constable of the Norfolk Constabulary  
The Chief Constable of the Suffolk Constabulary**

**Bedfordshire Police and Crime Commissioner  
Cambridgeshire Police and Crime Commissioner  
Essex Police, Fire and Crime Commissioner  
Hertfordshire Police and Crime Commissioner  
Kent Police and Crime Commissioner  
Norfolk Police and Crime Commissioner  
Suffolk Police and Crime Commissioner**

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**THIS AGREEMENT is made on the 28<sup>th</sup> day of January 2019.**

**BETWEEN**

1. The Chief Constable of Bedfordshire Police, Woburn Road, Kempston, Bedfordshire MK43 9AX
2. The Chief Constable of Cambridgeshire Constabulary, Hinchingsbrooke Park, Huntingdon, Cambridgeshire PE29 6NP
3. The Chief Constable of Essex Police, PO Box 2, Springfield, Chelmsford, Essex CM2 6DA
4. The Chief Constable of Hertfordshire Police, Stanborough Road, Welwyn Garden City, Hertfordshire AL8 6XF
5. The Chief Constable of Kent Police, Sutton Road, Maidstone, Kent ME15 9BZ
6. The Chief Constable of Norfolk Constabulary, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.
7. The Chief Constable of Suffolk Constabulary, Martlesham Heath, Ipswich, Suffolk IP5 3QS
8. Bedfordshire Police and Crime Commissioner, Woburn Road, Kempston, Bedfordshire MK43 9AX
9. Cambridgeshire Police and Crime Commissioner, Hinchingsbrooke Park, Huntingdon, PE29 6NP
10. Essex Police, Fire and Crime Commissioner, 1st Floor, Kelvedon Park, London Road, Rivenhall, Witham, Essex CM8 3HB
11. Hertfordshire Police and Crime Commissioner, 15 Vaughan Road Harpenden Hertfordshire AL5 4GZ
12. Kent Police and Crime Commissioner, Sutton Road, Maidstone, Kent ME15 9BZ
13. Norfolk Police and Crime Commissioner, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.
14. Suffolk Police and Crime Commissioner, Martlesham Heath, Ipswich, Suffolk IP5 3QS

## IT IS AGREED

### SECTION 1: INTRODUCTION AND LEGAL CONTEXT

- 1.1 Sections 22A and 23 Police Act 1996 (as amended) (the "Act") enables the Chief Constables of one or more police forces and two or more policing bodies to make an agreement relating to:
- the discharge of functions of the members of the Chief Constables' forces ("**force collaboration provision**") and for such other provision as shall be referred to in this agreement. "Functions" comprise all and any of the powers and duties of police forces, and/or
  - the provision of support by a policing body for the police force which another policing body is responsible for maintaining ("**policing body and force collaboration provision**"). "Support" includes the provision of premises, equipment, staff, services and facilities.

Provided that

- the Chief Constables think that such an agreement is in the interests of the efficiency or effectiveness of one or more police forces, and
  - the policing bodies think that the agreement is in the interests of the efficiency and effectiveness of one of or more policing bodies or police forces.
- 1.2 For the purposes of the above, this agreement includes both force collaboration provision and policing body and force collaboration provision.
- 1.3 The terms of this general agreement are to be read in conjunction with the legislation and the Statutory Guidance for Police Collaboration.

### SECTION 2: DEFINITIONS

In this general Agreement the terms below have the following meanings:

<b>7 Force Chief Constables Meeting</b>	the 7 Force Chief Constables meeting involving the Chief Constables of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk or their Chief Officer representative. The group agrees and monitors collaborative activity within the region and considers other National Police Chiefs' Council (NPCC) regional issues. The terms of reference for 7 Force Chief Constables Meeting are set out at Schedule 1;
<b>7 Forces</b>	forces comprising Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk;
<b>Agreement</b>	this collaboration agreement, entered into in accordance with sections 22A to 23 Police Act 1996 (as amended);
<b>Business Case</b>	the 7 Force Procurement – Single Function Full Business Case final version 1 dated 2 July 2018;

# Collaboration Agreement for the provision of a 7 Force Single Procurement function

<b>Chief Constables</b>	the Chief Constables of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies;
<b>Costs</b>	the costs associated with staff, officers, on-costs and non-pay expenditure, which provide for the posts and the running of the function, and which have been agreed as part of the shared budgetary arrangements determined by the Chief Constables;
<b>Data Protection Legislation</b>	the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 or from the date it comes into force in the UK, the e-Privacy Regulation (as applicable), and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);
<b>Eastern Alliance Meeting (ERAS)</b>	a senior strategic group that ensures the parties' compliance with statutory obligations around collaboration, discharges governance responsibilities for collaboration and provides a forum for Chief Officers and Policing Bodies to discuss regional collaboration and associated strategic issues. Terms of Reference are set out in Schedule 2;
<b>Final State</b>	the final organisation structure as set out in Schedule 4. At the conclusion of the Transition Period, the final organisation structure will commence and continue to operate in accordance with the terms of this Agreement;
<b>Function</b>	the 7 Force Single Procurement function operated by the 7 Force procurement team. The function is overseen by the Strategic Governance Board;
<b>Home Force</b>	the police force which employs or engages an employee, worker or contractor, as applicable in each case;
<b>Liabilities</b>	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses), 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);
<b>Parties</b>	the Chief Constables of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies and the Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Policing Bodies;
<b>Policing Bodies</b>	the Police and Crime Commissioner for the Bedfordshire, Cambridgeshire, Hertfordshire, Kent, Norfolk and Suffolk Force areas, and the Police, Fire and Crime Commissioner for the Essex Force area;
<b>Procurement Documents</b>	means the template procurement documents to be used by the Function on behalf of the Parties, including (without limitation): selection questionnaires; invitations to tender, participate in dialogue, participate in negotiations, and submit final tenders;

Regulation 84 reports (as required by the PCR 2015); contracts register; procurement pipeline, conflicts of interest register; and gifts and hospitality register;

<b>PCR 2015</b>		the Public Contracts Regulations 2015, as amended and any subsequent amendments thereto.
<b>Regional Steering (RFSG)</b>	<b>Finance Group</b>	a committee made up of Assistant Chief Officers or their designated delegates that scrutinises budgets for all regional projects and deals with other related financial issues on behalf of the Chief Constables of the region;
<b>Reserved Matters</b>		matters which are reserved by a Policing Body, acting reasonably, to be progressed and delivered locally. Reserved Matters will typically entail the procurement of goods or services that are novel, politically sensitive or particularly important locally to a Policing Body, e.g. election pledge matters, and shall be matters where the Policing Body reasonably believes that the requirements can best be procured locally. These must only be undertaken in exceptional circumstances as this is contrary to the objectives for creating the Function as defined in the agreed FBC. To ensure transparency across the Policing Bodies, all instances of Reserved Matters must be notified by the relevant Policing Body to the Strategic Governance Board in advance for their awareness. The Policing Body that instigates the Reserved Matter will authorise and approve any contract award. The Policing Body that instigates the Reserved Matter will be liable for compliance with legislation and regulations and for any costs and any Claims arising therefrom. Costs will not be shared across the remaining parties.
<b>Seven Contract Orders</b>	<b>Force Standing</b>	the contract standing orders to be used by the Function, as updated and in force from time to time, a copy of which is set out in Schedule 5;
<b>Seven Force Head of Strategic Procurement</b>		the individual appointed to run the Function on a day to day basis, a copy of the job description for this role is included at Schedule 6;
<b>Strategic Governance Board</b>		the Board and its terms of reference are described at schedule 3. For absolute clarity, this Board is not a decision making group on behalf of the corporations sole. The Board's role is to provide oversight to ensure that the agreed process of this collaboration agreement and contract standing orders are adhered to by all parties, to hold the 7F Procurement service and the parties to account for their adherence to such, to constructively challenge and to seek continuous improvement.
<b>Transition Period</b>		an initial period of between twelve (12) and fifteen (15) months from signature of this Agreement to allow the Function to undertake formal consultation of staff, implement the interim organisation structure set out in Schedule 4, identify and implement contractual pipeline opportunities and move to the final organisation structure set out in Schedule 4. This will culminate in formal sign-off of the "Benefits Realisation Tracker" whereby the



Function operates as business as usual. The Transition Period may be extended if necessary with the agreement of the Chief Constables.

### **SECTION 3: PURPOSE OF THE AGREEMENT**

- 3.1 The Chief Constables wish to collaborate in the development and provision of a single management and governance structure for the procurement of works, goods and services across the 7 Forces.
- 3.2 The development of the Function will involve a Transition Period before moving to the Final State. Progress updates will be provided by the Strategic Governance Board to the Policing Bodies and Chief Constables.
- 3.3 The Function will be overseen by the Strategic Governance Board.
- 3.4 The Parties have recognised that opportunities exist to improve the approach to procurement across the 7 Forces to realise substantial savings for each force, create the best possible environment for the contract pipeline to realise its benefits and enable the effective delivery of other 7 Force collaboration projects.
- 3.5 This Agreement is entered into by the Parties for the purposes of the joint development and provision of the Function.
- 3.6 This Agreement is entered into by the Policing Bodies for the Counties of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk for the purposes of the provision of joint support to the Function.
- 3.7 The Chief Constables think that provision of the Function for the Constabularies would be in the interests of efficiency and effectiveness of one or more police forces in that the Function could be more efficiently and effectively discharged by a 7 Force provision. The benefits identified include all, or a combination, of the following: delivering financial savings to the forces; enabling the effective delivery of 7 Force collaboration projects; and standardising and simplifying procurement practices across the region.
- 3.8 The Policing Bodies think that the provision of joint support to the Function is in the interests of efficiency and effectiveness of one or more policing bodies and/or police forces and secures good value for money.
- 3.9 The Chief Constables consider that the provision of the Function will secure good value for money in accordance with the duty under s35 Police Reform and Social Responsibility Act 2011, and will satisfy the principles set out in HMT's Managing Public Money guidance encapsulated in Annex B of the Financial Management Code of Practice for the Police Service of England and Wales pursuant to section 39A(5) of the Police Act 1996 (as amended) and section 17(6) of the Police Reform and Social Responsibility Act 2011.



## **SECTION 4: STRUCTURE OF THE AGREEMENT**

- 4.1 This Agreement incorporates the following:
- (i) Terms of the Agreement
  - (ii) Schedules referred to in the Agreement.

## **SECTION 5: THE COLLABORATED FUNCTION**

- 5.1 The function which is the subject of this Agreement is a 7 Force Single Procurement function.
- 5.2 The purpose of the Function is to develop and deliver a single approach to:
- procurement policy, with uniform financial thresholds and contract standing orders across the Forces.
  - the procurement process, with a single procurement portal, template procurement documents and standard requirements.
  - supplier due diligence.
  - contract sign-off, including electronic signature capability.
  - vetting clearances granted by the Forces.
- 5.3 The Parties agree to the appointment of the Seven Force Head of Strategic Procurement, who will oversee the day to day management and coordination of the Function.
- 5.4 The structure, management and organisation of the Final State are set out in Schedule 4 to this Agreement. This may be varied from time to time by agreement of the Chief Constables. Whilst any such change will not be deemed to be a variation of this Agreement, any material change to the structure, management and organisation of the Final State which impacts upon the location and balance in the deployment of staff will be notified in advance upon reasonable notice to the Policing Bodies. Upon providing the Policing Bodies with notification in accordance with this section, and upon receiving any representations from the Policing Bodies, the Chief Constables will consider and take into account such representations and, subject to the principle of operational independence, will take all reasonable steps to address them before making such a material variation.
- 5.5 The over-arching operating procedures of the Function will be determined by the S22a and Contract Standing Orders. Oversight of these will be undertaken by the Strategic Governance Board and implemented by the Seven Force Head of Strategic Procurement. Any variation of the procedures will not be deemed to be a variation of this Agreement. No variation or changes shall be made to the Contract Standing Orders without the express consent in writing of all the parties.
- 5.6 During the Transition Period, the interim organisation structure set out in Schedule 4 shall apply.

## **SECTION 6: LENGTH OF AGREEMENT**

- 6.1 This Agreement shall come into effect on the date at the head of this Agreement.
- 6.2 The Transition Period arrangements will commence on the date at the head of this Agreement and will continue until the implementation of the Final State on a date to be agreed by the Chief Constables.
- 6.3 This Agreement shall remain in force until terminated under the provisions of section 8 (Termination of the Agreement).

## **SECTION 7: ADDITIONAL PARTIES**

- 7.1 Further UK Police forces, policing bodies and other bodies may be added to this Agreement with the agreement of the Parties.
- 7.2 Subject to the agreement of all the Parties, other UK Police forces, policing bodies, fire authorities, local authorities and other interested public bodies may participate in the Function on a project by project basis subject to entering into a deed of accession. A template deed of accession is annexed to this Agreement at Schedule 7.

## **SECTION 8: TERMINATION OF THE AGREEMENT**

- 8.1 This Agreement can be terminated at any time by the joint agreement of the Parties.
- 8.2 This Agreement may be terminated by any Chief Constable or Policing Body by giving not less than six months' prior written notice to all the other relevant Parties, provided that:
  - (i) no such notice shall be given without prior consultation with the other Parties.
  - (ii) the termination date specified in the notice must be the last day of a calendar month.
  - (iii) the notice is to be served on the Policing Bodies and Chief Constables.
- 8.3 The termination of this Agreement will have the effect of terminating the whole Agreement including the Schedules.
- 8.4 Where the Parties agree to terminate this Agreement in accordance with section 8.1, the date of termination and the exit strategy will be agreed by the Parties.
- 8.5 On termination of this Agreement, the Parties shall be liable:
  - (i) to honour their share of any contractual obligations entered into as part of this Agreement prior to the end of the notice period; and
  - (ii) for all other contributions due to the other Parties and incurred in respect of this Agreement prior to and during the notice period.

- 8.6 On termination the Parties will be liable for all the Costs and Liabilities associated with the termination of this Agreement (but not including the establishment of any replacement service) and (except as otherwise provided for in this Agreement) for Liabilities and Costs arising from the operation of the Function and shall meet such costs in the proportions set out in section 17 (Sharing of Costs and Savings).
- 8.7 On termination of this Agreement, the Parties shall contribute to the cost of covering all ongoing Liabilities incurred as a result of termination of this Agreement in the manner set out in section 15 (Liability and Claims Handling) and section 14 (Indemnity) and this section shall survive the termination of this Agreement.
- 8.8 This Agreement may be terminated by notice given by the Secretary of State.
- 8.9 Where this Agreement is terminated in accordance with section 8.8, the date of termination will be the date specified by the Secretary of State in the notice.

## **SECTION 9: CONSEQUENCES OF TERMINATION**

- 9.1 The Parties will be entitled to a share of the assets (or their value) purchased jointly for the Function calculated in accordance with the relevant contributions agreed by the Chief Constables and Policing Bodies.
- 9.2 Police Officers and staff within the Function will remain employees of their Home Force and local restructuring policy will be applied as required.
- 9.3 The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the Function to ensure continuity of service within all force areas.
- 9.4 Legal title to property, vehicles and equipment will remain with the providing force.

## **SECTION 10: AUDIT AND INSPECTION**

- 10.1 Without prejudice to the operational independence of the Chief Constables and subject to the disclosure and security of information being managed on a 'need to know' basis an internal audit / inspection can be commissioned by any of the Parties and any findings will be shared with the Chief Constables and the Policing Bodies.
- 10.2 Records maintained by all Parties in respect of the Function will be accessible to internal audit from the other Parties.
- 10.3 The Function may be subject to external audit/inspection, for instance by HMICFRS. The Strategic Governance Board will ensure that any findings are shared with the Parties and that appropriate action planning takes place.
- 10.4 Costs relating to internal audit will be met by the Parties commissioning it unless it is commissioned by all the Parties in which case the costs shall be shared in accordance with section 17 (Sharing of Costs and Savings).

## **SECTION 11: REVIEW**

- 11.1 The Parties are under a duty to keep under consideration the ways in which the collaboration functions could be exercised to improve efficiency or effectiveness. (s22B and 22C Police Act 1996 (as amended)).
- 11.2 This Agreement and the collaboration of the Function will be reviewed every year, or more frequently by agreement of the Parties.
- 11.3 The method and purpose of the review process is to ensure that the Function is functioning effectively in line with the objectives set by the relevant Parties, providing value for money and a high quality service. (This can be benchmarked against the annual Home Office Finance return.) This will include an assessment as to whether strategic objectives are being met; the perceived benefits are being realised; or whether there would appear to be a better way of providing the service.
- 11.4 Such reviews are without prejudice to any performance monitoring of the Function that any of the Policing Bodies may wish to undertake from time to time either individually or jointly. Performance monitoring is in place for the Function and is reviewed on a regular basis by the Strategic Governance Board with any exceptional issues being raised to the Regional Chief Constables Meeting. A full review may also be commissioned if there are felt to be significant failings in the command or service provided or any incident or series of incidents arises which gives the relevant Parties cause for concern. Reviews may be commissioned by the Strategic Governance Board, Regional Chief Constables, PCCs or following external review of the service, such as by HMIC.

## **SECTION 12: AMENDMENT TO AGREEMENT**

- 12.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under s23G(4) of the Act, the terms of the Agreement may be altered by agreement between the Parties.
- 12.2 Save for those sections of this Agreement where it is expressly stated to the contrary, any variation to this Agreement will constitute the termination of the agreement and an agreement of a new one.
- 12.3 Variation to the Agreements will be made where directed by the Secretary of State under s23G(4) of the Act.

## **SECTION 13: EXTENT OF AGREEMENT**

- 13.1 Where the Agreement does not deal with an issue pertinent to the conduct or management of the Function, it shall be agreed by the Parties, each acting reasonably and such agreement not to be unreasonably withheld or delayed.

## SECTION 14: INDEMNITY

- 14.1 Where a Party (to include the employee, servant, officer or agent of the Party) is in breach of the provisions of this Agreement or has been negligent, or has carried out an act or omission, including fraud or wilful misconduct (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, fraud, wilful misconduct or breach of its obligations under this Agreement.

## SECTION 15: LIABILITY AND CLAIMS HANDLING

- 15.1 The Parties agree that if a liability arises from the operation of the Function, such liability shall be shared between the Parties in proportion to their share of the funding for the Function as determined in accordance with section 17 (Sharing of Costs and Savings), unless such liability is covered by insurance held by one or more of the Parties and subject to section 14 (Indemnity). For the avoidance of doubt, where a liability arises from a procurement exercise or contract, only those parties who are parties to the procurement exercise or contract shall bear responsibility for the liability. Parties who have no involvement in the procurement exercise or contract shall not bear or share any of the liabilities arising therefrom.

### Liabilities following termination

- 15.2 Section 8 (Termination of the Agreement) shall apply in relation to any liabilities arising following the date on which this Agreement is terminated.

### Processing and Handling of Claims

- 15.3 Subject to sections 15.4 and 15.5, and subject to requirements stipulated by an insurer, or unless it is agreed in the circumstances that it is more appropriate for another Party to handle the relevant claim, any claims made in connection with the Function shall be handled by the lead Policing Body for the matter in question or, if there is no lead appointed at the time such a claim arises, such Policing Body as the Parties, acting reasonably and in good faith, agree. They shall act professionally, shall consider the best interests of all Parties impacted by the claim and shall consult with the other Parties on the way in which any claim should be handled. Subject to section 14 (Indemnity) and this section 15, no Party shall be liable to the other Parties for the outcome of its handling of any claim.
- 15.4 A claim concerning employment liability made in connection with the Function shall be handled by the claimant’s Home Force.
- 15.5 Any claim made in connection with a contract that has been awarded by the Function shall be handled as follows:
- (i) for contracts which have been awarded for the benefit of one Policing Body only, that Policing Body shall handle the claim;

- (ii) for contracts which have been awarded for the benefit or more than one Policing Body but have been executed by one Policing Body only on behalf of all of the intended beneficiaries, the contracting PCC/PFCC shall handle the claim; and
  - (iii) for contracts which have been executed jointly by more than one Policing Body, those respective Parties shall, acting reasonably and in good faith, agree which Policing Body shall handle the claim on a case by case basis.
- 15.6 The Parties to this Agreement are obliged to notify the Chair of the Strategic Governance Board if they receive any claims under the Agreement or in connection with the Function and provide all reasonable support, co-operation, information and assistance that they or any other force handling the claim may require in order to allow that relevant Police Force to respond to handle the claim, dispose or deal with the claim in a timely manner.
- 15.7 The costs of claims in relation to this Agreement shall be shared (if there is no insurance provision) between the Parties in proportion to that Party's funding share (section 17).
- 15.7 The Parties shall agree a claims handling procedure which shall take effect upon its introduction.
- 15.8 This section 15 shall survive the expiry or termination of this Agreement.

## **SECTION 16: INSURANCE**

- 16.1 Each Party shall be required to take out and maintain its own insurance in relation to any employees or officers who will carry out any of the activities of the Function (including the governance structure) and who are under the direction and control of that Party or its corresponding Chief Officer.
- 16.2 Each Party is responsible for ensuring that they have insurance to cover their own assets, equipment and devices used as part of the Function.
- 16.3 Each Chief Officer shall provide, if required, the other Parties with evidence that the insurance is in full force and effect.

## **SECTION 17: SHARING OF COSTS AND SAVINGS**

- 17.1 Savings and Costs in the respect of operating the Function will be apportioned based upon the Net Revenue Expenditure (NRE) of each Force in any given year. This ratio will be applied to any under-spend or overspend on the annual budget.
- 17.2 NRE will be calculated to 2 decimal places.
- 17.3 Any payments and/or costs incurred in relation to staff redundancy as a result of creating the single Function, any subsequent business change programme, or Function restructure, will be apportioned based upon the Net Revenue Expenditure (NRE) of each Force in any given year.



## **SECTION 18: DISPUTES AND ARBITRATION**

- 18.1 Any disputes arising from the interpretation of the Agreement shall initially and immediately be dealt with by the Parties.
- 18.2 If the matter cannot be arbitrated and resolved locally by the Parties, it will be referred:
- (i) In cases involving the Chief Constables only, to an Arbitrator appointed by the Chief Constables – anticipated to be Her Majesty's Inspector of Constabulary and Fire and Rescue Services (HMICFRS).
  - (ii) In cases involving the Policing Bodies only, to an Arbitrator appointed by the agreement of the Policing Bodies.
  - (iii) In cases involving the Chief Constables and the Policing Bodies, to an Arbitrator appointed by the Parties – anticipated to be the Home Office.

## **SECTION 19: LEGAL COMPLIANCE**

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

## **SECTION 20: STAFF AND ESTABLISHMENT**

- 20.1 The Function will be staffed by Staff from forces within the region and will be managed by the Seven Force Head of Strategic Procurement.
- 20.2 The Function will have an agreed establishment detailed within Schedule 4 unless otherwise agreed by the Parties, to be filled by staff from forces within the 7 force area in accordance with the specific circumstances of the Function. Any established post may be occupied by staff from any constabulary within the 7 forces as it becomes vacant thereafter. Any vacancy that may occur will be advertised via each Force Human Resources Department and will be awarded based on merit. The agreed establishment for each constabulary will be retained, but the strength may vary from time to time depending upon who fills the post.
- 20.3 Existing staff who work within the Function, from any Constabulary within the region, shall continue as employees of the original employing Policing Body/Chief Constable irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of the Home Force.
- 20.4 Staff appointed to work within the Function, who were already employed or appointed to one party prior to the commencement of this Agreement, shall continue as employees and members of the original employing Policing Body or Chief Constable irrespective of their place of work. Their pay, welfare, pensions, terms and conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of the original Policing Body or Chief Constable.



- 20.5 Staff appointed to the Function from outside the forces within the region will be employed/appointed by one party and will be treated at all times as if they had been appointed into the Function in accordance with section 20.3 above. The Chief Constables will agree which Force will be the lead force for the recruitment of personnel under this section.
- 20.6 The Chief Constables will explore opportunities for the adoption of common policies and procedures in respect of working practices in the Function including common standards for the staff with regard to conduct, dress and work ethic. Until those policies are agreed, the staff will comply with the policies in place within their Home Force and instructions from the Seven Force Head of Strategic Procurement, provided those instructions are not inconsistent with the staff member's Home Force policy or contract of employment.

## **SECTION 21: GOVERNANCE**

- 21.1 The 7 Forces have agreed the Strategic Governance Board structure which is set out in Schedule 3 (Terms of Reference). This details how collaborative working will be undertaken between them. This structure can be varied at any time with the agreement of the Chief Constables subject to the approval of the Policing Bodies.
- 21.2 Without prejudice to section 21.3 below, in respect of all collaborative ventures within the region, the Policing Bodies will determine the governance arrangements that they will make to hold the Chief Constables to account for the delivery of the collaborated functions.
- 21.3 The Parties are entitled to undertake their individual statutory duties with regard to the function as required.

## **SECTION 22: 7 FORCE CHIEF CONSTABLES MEETING**

- 22.1 The affairs, business and decision making of the Chief Constables shall be managed through the 7 Force Chief Constables Meeting.
- 22.2 The 7 Force Chief Constables Meeting is established to assist the management of the regional Forces' collaboration programmes.
- 22.3 The 7 Force Chief Constables Meeting will resolve any high level strategic service delivery issues which cannot be resolved through line management arrangements.
- 22.4 The 7 Force Chief Constables Meeting will oversee the development and delivery of the collaboration programme within the region. This includes ensuring that the collaborative functions are effective and meet the objectives set.
- 22.5 An overview of the structure and detail of the 7 Force Chief Constables Meeting is set out in the terms of references attached at Schedule 1.

## **SECTION 23: ROLE OF STRATEGIC GOVERNANCE BOARD**

- 23.1 The Parties agree to establish the Strategic Governance Board to oversee the running and performance of the Function.
- 23.2 The terms of reference for the Strategic Governance Board are attached at Schedule 3. These terms of reference may be varied from time to time by agreement of the Parties. Any such change will not be deemed to be a variation of this Agreement.
- 23.3 Each of the members of the Strategic Governance Board, (including the chairperson who will be a PCC/PFCC appointed by agreement of all the Policing Bodies), shall be appointed for a fixed term of 24 months, wherever possible. However, each Policing Body and Chief Constable may, each acting in its own discretion, replace its member of the Strategic Governance Board during the fixed term period, providing that at least 21 days' notice is provided. Each Policing Body and Chief Constable shall report to the Strategic Governance Board not less than three months prior to the expiry of the 24 month fixed term who it has appointed as its representative member of the Strategic Governance Board for the next 24 month fixed term.
- 23.4 Any Recommendation and/or Agreed Action papers to be circulated to all Members within 5 working days after the meeting.

## **SECTION 24: DIRECTION AND CONTROL**

- 24.1 Chief Constables will retain legal direction and control for their respective staff working within the Function. The staff working within the Function will be required, by their employing Chief Constable, to work to the instruction of the 7F Head of Strategic Procurement.
- 24.2 The Seven Force Head of Strategic Procurement will oversee day to day direction and control of the Function on behalf of the Strategic Governance Board.

## **SECTION 25: VETTING**

- 25.1 All staff and contractors seeking access to the Parties' systems or information will be vetted by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 25.2 Vetting of contractors will be carried out to the standard agreed by the Chief Constables and using the form of vetting attached to this Agreement at Schedule 8.
- 25.3 A vetting clearance granted by one Party shall be accepted by all other Parties. There shall be no duplication of the vetting process where a person granted vetting clearance by one Party seeks access to another Party's systems or information.
- 25.4 Vetting of staff shall be undertaken in accordance and standards with the College of Policing Professional Practice and the 7 Force Vetting Policy, as determined by the Chief Constables.

## **SECTION 26: INFORMATION MANAGEMENT**

- 26.1 Information created by the Function will be shared equally by the Parties and will be retained in accordance with each party's information management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of MOPI.
- 26.2 Each party will be responsible for ensuring compliance with the Data Protection Legislation in regard to the processing of personal data.
- 26.3 The activities of staff from any Force within the region, in respect of access to and use of any information owned by either party, will be governed by the policies of the employing Force, which have been assessed to ensure broad compatibility.
- 26.4 For the purposes of the Freedom of Information Act 2000, whilst the Parties remain separate Public Authorities, the party receiving a request in respect of the Function will be responsible for the handling of and response to the request and for compliance with the Act, in consultation with the other Parties.
- 26.5 In respect of all issues relating to shared information management, a Single Point of Contact, determined by the Seven Force Head of Strategic Procurement or persons nominated by him/her will be consulted and will provide advice on operational issues on behalf of all parties.

## **SECTION 27: POLICIES AND PROCEDURE**

- 27.1 The Chief Constables will work together to ensure that their policies and procedures relevant to the Function are reviewed and, over time, they achieve common policies. Where joint policies are not in existence/have yet to be agreed clear guidance will be given to staff as to which force or national policy should be applied. Generally this will mean officers and staff will follow their own Constabulary policies until joint policies are agreed.

## **SECTION 28: DISCIPLINE**

- 28.1 All complaints, grievances and conduct issues raised by or against officers or staff working within the Function, will be dealt with by their home/appointing Constabulary (unless otherwise agreed) in accordance with their respective Professional Standards Unit's operating protocol or police staff discipline policies.
- 28.2 Where complaints, grievances or conduct issues arise from joint working, the Constabularies will agree the way in which those matters will be handled on a case by case basis. This will be coordinated by the Seven Force Head of Strategic Procurement in consultation with other force leads.
- 28.3 The Chief Constables will consider how best to create and implement joint policies and procedures for the handling of complaints, grievances and conduct issues concerning the Function. Joint policies and procedures will be implemented with the agreement of all Chief Constables.

## **SECTION 29: SUPPORT SERVICES**

- 29.1 The Function will be given support from a range of supplying and support departments to ensure efficient functioning. Where support departments are joint, the support service will be provided by the joint department. Pending the creation of joint support departments, for routine matters, support will normally be provided by the requesting staff members' Home Force.
- 29.2 For more substantive issues, the Seven Force Head of Strategic Procurement or persons nominated by him/her in conjunction with the support departments will identify a lead department from one of the Parties. As a general principle, support departments will not 'cross charge' the cost of their services.
- 29.3 Where it is desirable, a memorandum of understanding (MOU) will be entered into for the provision of support services to the Function. Performance against any MOUs will be monitored by the Strategic Governance Board or persons nominated by that board and the Heads of the relevant support/supplying departments.
- 29.4 Support services will be provided by the Parties' in-house functions. In the event that there is no in-house function able to provide the service, the Seven Force Head of Strategic Procurement or persons nominated by him/her will determine which external provider will be used.
- 29.5 The Seven Force Head of Strategic Procurement is responsible for the appointment of third party delivery partners to support the Function, monitored as appropriate by the Strategic Governance Board.

## **SECTION 30: BUDGET**

- 30.1 Without prejudice to the Policing Bodies' role and discretion in setting their own budgets for their police areas, the budget for the Function and for the running of it will be recommended by the Strategic Governance Board and ERAS and/or the 7 Force Chief Officers Meeting as appropriate for consideration by each Policing Body.
- 30.2 Each Force within the region works to the Financial Regulations, as provided and laid down by the relevant Policing Body. For financial management arrangements, the Seven Force Head of Strategic Procurement or persons nominated by him/her will ensure all financial issues are appropriately reported to the RFSG for consideration. The RFSG will make recommendations to the ERAS and/or the 7 Force Chief Constables Meeting as appropriate.
- 30.3 The procedure for financial management will be agreed between the Chief Constables' Chief Finance Officers and Chief Finance Officers of the Policing Bodies.
- 30.4 The Seven Force Head of Strategic Procurement or persons nominated by him/her will be the responsible budget holder for the Function and will comply with the jointly agreed financial instructions. The Policing Bodies CFO's will provide clear guidance on the financial instructions to the Seven Force Head of Strategic Procurement prior to commencement of the Function so they may correctly discharge their duties.

- 30.5 Policing Bodies within the region will require, year on year, to be advised of the resourcing requirements (including any savings, their proposed reinvestment and costs associated with achieving the savings e.g. redundancy costs) for the Function in order that the Policing Bodies are able to consider the resourcing requirement in determining their annual budgets.
- 30.6 A joint budget statement for the Function will be prepared by the delegated finance lead and monitored by the RFSG. As soon as reasonably practicable following the end of each Financial Year, the delegated finance lead shall issue a statement to the Parties setting out how the budget has been spent in that previous Financial Year including details of any surplus which has not been spent in that previous Financial Year.
- 30.7 The delegated finance lead nominated by the RFSG will, on a quarterly basis, apportion the total costs of the Function in accordance with section 17 (Sharing of Costs and Savings) and issue a balancing invoice to the appropriate Forces. Invoices will be paid within 30 calendar days of receipt.

## **SECTION 31: PROCUREMENT**

- 31.1 All procurement processes will be run by the 7 Force procurement team on behalf of the Forces, except for those relating to the Reserved Matters which may be undertaken by a Policing Body's local resource team should they have the capacity and capability to perform the requirement. If not, then the Function will undertake the requirement under their direction. Reserved Matters for individual Policing Bodies should only be used in exceptional circumstances and not as a method to deviate from greater collaborative opportunities.
- 31.2 Procurements relating to the Reserved Matters will remain the responsibility of the Policing Body seeking to procure the goods or services locally. They will be responsible for authorising any contract award and solely liable for any claims arising out of it. The respective Contract Standing Orders at Schedule 5 will apply and they will be responsible for adhering to the PCR 2015. All Reserved Matter requirements must be presented by the requesting Policing Body to the Strategic Governance Board, setting out the rationale and justification and to ensure transparency to all Policing Bodies. The Policing Body requesting the Reserved Matter will then instruct the Function to undertake the procurement activity.
- 31.3 The financial thresholds detailed in the Seven Force Contract Standing Orders will determine the level of competitive process required for each procurement and appropriate approval mechanism.
- 31.4 Where contractual arrangements are entered into, on the basis of an allocated budget being made available for and on behalf of the Function, any liabilities for those arrangements will be shared by the Parties in the proportion set out at section 17 above.
- 31.5 The Parties acknowledge and agree that in order for the Function to realise the aims and objectives for which it has been established, common practices and procedures will need to be applied across each of the Parties' procurement areas. The Parties shall therefore work together in good faith to agree (such agreement not to be



unreasonably withheld or delayed) as soon as reasonably practicable and in any event within the Transition Period the following:

- 31.5.1 a single suite of template Procurement Documents;
  - 31.5.2 a single suite of template contract documents for use in procurement exercises as appropriate on a case by case basis;
  - 31.5.3 a single, common approach to undertaking financial strength checks on suppliers;
  - 31.5.4 a single set of Information Security requirements for use in procurement exercises and contracts as appropriate on a case by case basis;
  - 31.5.5 a lead Information Security team which will determine, verify and approve Information Security requirements on behalf of all Parties participating in each procurement exercise; and
  - 31.5.6 that an electronic signature will be deemed as sufficient execution of a contract and meet the needs of the Parties' audit requirements in all cases except those where the subject matter requires execution as a deed or in physical writing in order to meet statutory requirements, the value of the contract exceeds £1,000,000 (one million pounds sterling) or the Policing Bodies agree otherwise. It is the responsibility of each Policing Body to understand the relevant consequences associated with each provision prior to signing this S22A.
- 31.6 The Parties agree that a single business owner shall be appointed to act on behalf of all Parties in each procurement exercise, such that the Function can take instructions from a point of contact on each project. The individual appointed shall have the responsibility and authority on behalf of all the Parties participating in the procurement to make strategic decisions providing they fall within the scope and budget of the requirement and providing that a project control agreement is agreed by all participating parties setting out the terms of engagement and the extent of the single business owner's authority. The Function shall not be responsible for gathering the various differing opinions that may exist amongst the Parties and will take instructions solely from the single business owner appointed acting under the terms of an agreed project control document. All business owners shall be identified in a retrospective annual report from the Seven Force Head of Strategic Procurement to the Strategic Governance Board.

## **SECTION 32: INTELLECTUAL PROPERTY RIGHTS**

- 32.1 Intellectual property rights in any designs, works, written material etc. created by staff and officers within the Function and as part of the work of the Function will vest in the Parties jointly. In the event of termination of this Agreement, the rights will remain joint unless and until agreed by the Parties in writing.

### **SECTION 33: ASSETS**

- 33.1 Legal title to all vehicles, equipment and premises operated or used by the Function shall remain with the providing Policing Body. Asset registers will be provided by the Chief Constables on the commencement date, as a record to be used in the event that such assets are sold or this Agreement is terminated. A joint asset inventory will continue be maintained by the Seven Force Head of Strategic Procurement or persons nominated by him/her.
- 33.2 Unless agreed otherwise by the Policing Bodies, new equipment acquired on or after the commencement date will be purchased by a lead party on behalf of the Function. This equipment must be able to operate across all Parties. Ownership of the asset will remain with the purchasing Policing Body. Revenue costs associated with the asset, where specifically agreed by the Parties, will be shared in accordance with section 17 (Sharing of Costs and Savings). Where the cost of the asset is such that it is required by the Financial Regulations of any of the Policing Bodies to be recorded in the Asset Register then it will be so recorded in the Asset Register maintained by the purchasing Policing Body.
- 33.3 Each Policing Body consents to its vehicles, premises and equipment, being used for the effective discharge of the day to day functions and responsibilities of the Function as considered necessary by the Seven Force Head of Strategic Procurement or persons nominated by him/her.
- 33.4 In the event that this Agreement is terminated, the assets provided to the Function under section 33 will be retained by the owning Policing Body. Where assets are purchased under section 33.2, the joint assets will be valued and shared out in accordance with section 17 of the Agreement.
- 33.5 The Chief Constables are responsible for the maintenance of asset registers for property owned by their Force/Body. Where Chief Constables or Policing Bodies provide assets to be used by the Function, a joint asset inventory will be maintained by the Seven Force Head of Strategic Procurement or persons nominated by him/her. The inventory will clearly identify the owner of the assets listed in it.

### **SECTION 34: PREMISES**

- 34.1 The Function will be based within premises provided by Policing Bodies within the 7 Forces at nil cost.
- 34.2 Where additional premises are required for the use of the Function, the provision, costs and sourcing of those premises will be agreed and provided by the Policing Bodies as guided by the Chief Constables.

### **SECTION 35: SURVIVAL OF TERMS**

- 35.1 The following sections shall survive expiry or early termination of this Agreement: sections 1-2; sections 8-10; sections 14-19; section 26; section 30; sections 32-33; sections 35-38; and sections 40-43.



### **SECTION 36: AGENCY**

- 36.1 Nothing in this Agreement shall constitute a legal partnership or agency between the Parties.

### **SECTION 37: SEVERABILITY**

- 37.1 In the event that any term of this Agreement is held to be invalid illegal or unenforceable for any reason by any court of competent jurisdiction the relevant term shall be severed from this Agreement which shall continue in full force and effect as if it had been executed without the invalid term.

### **SECTION 38: NOTICES**

- 38.1 Except as otherwise provided in this Agreement all notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out above or such other address as the recipient of the notice may designate by notice given in accordance with the provision of this section 38 (Notices). Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served as follows:

38.1.1. by hand when delivered personally; and

38.1.2. if by first class post 48 hours after posting.

### **SECTION 39: ASSIGNMENT**

- 39.1 This Agreement is personal to the Parties and the rights and/or obligations under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

### **SECTION 40: WAIVER**

- 40.1 The failure or delay of any Party to enforce any right or remedy to which it is entitled under this Agreement shall not constitute a waiver of such right or remedy.
- 40.2. No waiver shall be effective unless it is communicated to the relevant other Parties in writing.

#### **SECTION 41: ENTIRE AGREEMENT**

- 41.1 This Agreement constitutes the entire agreement and understanding between the Parties in relation to the subject matter hereof and supersedes all prior representations, arrangements, understanding, agreements, statements or warranties (whether written or oral) relating to the same.
- 41.2. Each Party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation or for breach of any warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently.

#### **SECTION 42: RIGHTS OF THIRD PARTIES**

- 42.1 The Parties agree that this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

#### **SECTION 43: GOVERNING LAW AND JURISDICTION**

- 43.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and that this Agreement shall be subject to the laws of England and Wales.

#### **SECTION 44: COUNTERPARTS**


- 44.1 This Agreement may be executed in a number of counterparts, all of which when taken together shall constitute one and the same instrument.

## SECTION 45: SIGNATORIES TO THE AGREEMENT


### Bedfordshire Police

Signature	Date
	22/01/19

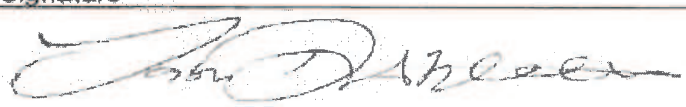
### Police and Crime Commissioner for Bedfordshire

Signature	Date
 Kathryn Holloway	22/1/19.

### Cambridgeshire Constabulary

Signature	Date
 Neil Dyer	24/1/19

### Police and Crime Commissioner for Cambridgeshire

Signature	Date
 Peter Dabbe	24/1/19

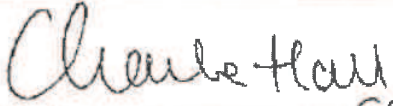
### Essex Police

Signature	Date
BT W. cc	28/1/19

**Police, Fire and Crime Commissioner for Essex**

Signature	Date
	28/1/19


**Hertfordshire Constabulary**

Signature	Date
 CC CHAHLIE HALL	28 Jan 2019

**Police and Crime Commissioner for Hertfordshire**

Signature	Date
	28 January 2019

**Kent Police**

Signature	Date
	18/01/19

**Police and Crime Commissioner for Kent Police**

Signature	Date
	21/01/19

**Norfolk Constabulary**

Signature	Date
	27.1.19


**Police and Crime Commissioner for Norfolk**

Signature	Date
	23/01/19

**Suffolk Constabulary**

Signature	Date
	18/01/2019

**Police and Crime Commissioner for Suffolk**

Signature	Date
 C L JACKSON CHIEF EXECUTIVE for PCC	18 January 2019

## **SCHEDULE 1**

### **TERMS OF REFERENCE**

#### **7 FORCE CHIEF CONSTABLES' MEETING**

##### **Membership**

- Chief Constable Bedfordshire Police
- Chief Constable Cambridgeshire Constabulary
- Chief Constable Essex Police
- Chief Constable Hertfordshire Constabulary
- Chief Constable Kent Police
- Chief Constable Norfolk Constabulary
- Chief Constable Suffolk Constabulary

If a Chief Constable is unable to attend s/he will delegate a Chief Officer representative from their force to attend on their behalf.

All other Chief Officers from within the 7 forces will be invited periodically by the Chair. Other appropriate individuals will be invited by the Chair.

The meeting will be chaired by a mutually agreed Chief Constable.

##### **Purpose**

- To discuss 7 force collaboration issues and provide the Eastern Region Alliance Summit with recommendations regarding those pieces of work.
- To monitor collaborated areas of business within the 7 forces and where appropriate raise issues to the Eastern Region Alliance Summit.
- To agree, following consideration from the Regional Finance Scrutiny Group, budgets for collaborated areas of business or projects and make recommendations to the Eastern Region Alliance Summit.
- To promote areas of business suitable for 7 force collaboration and commission work to further develop the proposals.
- To monitor developments within each of the sub partnerships (namely BCH, NS and KE) that impact upon the 7 forces.
- To be key link between this group of seven forces and the NPCC, APCC and other national bodies.
- To discuss any national issues that may impact upon the 7 forces and provide a response where necessary.
- To highlight and share best practice from across the seven counties and beyond.
- To consider any other issues which may be of relevance or interest to the 7 forces.

##### **Meeting Frequency**

Meetings will be held monthly.

## **SCHEDULE 2**

### **TERMS OF REFERENCE**

#### **EASTERN REGION ALLIANCE SUMMIT (ERAS)**

##### **1. Principles**

- 1.1 The Summit shall be a private business meeting and not a public decision making board. Appropriate minutes will be made.
- 1.2 The Summit shall provide PCCs, PFCC(s) and Chief Constables (the Members) with a forum to discuss and shape new initiatives and discharge their statutory duties.
- 1.3 The principle of local accountability shall be maintained. Decisions may be made by the Summit 'in principle' and recommendations may be made but each PCC/PFCC and Chief Constable shall retain their executive sovereignty as corporation soles.

##### **2. Role of the ERAS**

- 2.1 Assist the Members in meeting their statutory obligations, to include keeping collaboration opportunities under review and ensuring collaboration takes place where it is in the interests of the efficiency or effectiveness of their own and other police force areas.
- 2.2 Hold the Lead Force Chief Constables and Lead PCCs/PFCCs to account for the delivery of the collaborative functions for which they are responsible.
- 2.3 Consider plans for the delivery of all functions through collaboration and where appropriate ensure they are implemented effectively.
- 2.4 Discharge the functions assigned to it by relevant collaboration agreements agreed by the Members.
- 2.5 Perform an oversight function (to include accountability, finance and performance) on behalf of Members in respect of ongoing collaborative functions and collaboration projects. The Members participating in this oversight will be defined within the relevant collaboration agreement.
- 2.6 Consider regional police and crime issues, share best practice, exchange ideas and facilitate closer working between Members.
- 2.7 When required to do so:
  - consider proposals for any significant expenditure, overspends or disposal of any significant assets in relation to collaborative functions;



- resolve any high level strategic service delivery issues or disputes which cannot be resolved through line management arrangements.
- 2.8 Receive a 6 monthly report on the performance of all regional collaborative functions, including financial and operational performance, in accordance with the terms of the objectives of the relevant collaboration agreement.

### **3. Membership**

- 3.1 The Summit shall comprise Commissioners and the Chief Constable (or their representatives) of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk.
- 3.2 The Chair shall be rotated at each meeting in a full rotational sequence by Commissioners.
- 3.3 A nominated OPCC will have responsibility for all necessary administration in relation to the Summit.

### **4. Proceedings and Meetings**

- 4.1 The aim is for Summit meetings to take place quarterly although they can be held as and when it is felt appropriate by the Members.
- 4.2 ERAS does not have a formal decision making function and therefore detail concerning voting and quorum is unnecessary. Where a collaboration agreement requires ERAS to make a decision it shall do so only in principle and refer the decision to individual Members to make a formal decision at a local level.
- 4.3 The meeting shall be held in private unless determined otherwise by all the Members.

### **SCHEDULE 3**

#### **TERMS OF REFERENCE**

#### **STRATEGIC GOVERNANCE BOARD**



<b>Meeting:</b>	<b>7 Force Strategic Procurement Governance Board</b>
<b>Membership:</b>	<p>PCC appointed by Policing Bodies</p> <p>Chief Officer from Lead Procurement Force (Essex/Kent)</p> <p>CFO Representative from each Force area appointed by their respective Chief Constable and Policing Body</p> <p>CFO Chair of Regional Finance Steering Group</p> <p>Nominated Procurement ACO lead</p> <p>Strategic Head of 7F Procurement.</p> <p>Head of 7F Governance and Standards.</p> <p>Programme Manager – 7F Team</p> <p>Chief Executive Representative</p>
<b>Location:</b>	VC / Conference Call.
<b>Frequency:</b>	This meeting will be held monthly.
<b>Support:</b>	<p>This meeting will be coordinated by the 7F Procurement Function.</p> <p>Minutes will not be taken, but Actions and Decisions will be recorded.</p>
<b>Papers:</b>	<p>To be circulated to the membership with not less than 5 clear working days' notice prior to meeting. Recommendation and/or Agreed Action papers to be circulated to all Members within 5 working days after the meeting.</p> <p>All papers and actions to be circulated to Chief Constables, Local Policing Bodies and their Chief Executives at the same time as they are circulated to the membership.</p>
<b>Protective Marking:</b>	<p>This meeting is categorised as 'Official'. Any documents of a different categorisation will be marked accordingly.</p>

**Review:** Terms of Reference to be reviewed annually and amended only with the agreement of the Parties. Chair duration to be rotated every 2 years subject to section 23.3.

**Purpose:**

1. To ensure proper governance and oversight of all tendering, commercial and associated contract activities by the 7 Force Procurement Function are undertaken in accordance with the Public Contract Regulations 2015. This is to include monitoring of local spend opportunities for suppliers;
2. To enable structured and co-ordinated sign off procedures for all Contracts and Contract Award Reports within the purview of the Function by providing oversight and scrutiny;
3. To establish a formal approvals mechanism for Procurement New Work Requests, ensuring that all requests are consistent with the Seven Force Contract Standing Orders, and that the activity is in alignment with force strategic priorities and Health & Safety requirements;
4. To consider, monitor and mitigate any high level risks in terms of current work streams, including timescales and finances across the Function as well as individual Forces;
5. To review and scrutinise high level savings and cost avoidance achieved against contracts awarded;
6. To highlight and discuss high level contractual issues that have an impact on any one of the forces. Sensitive issues relating to a single force will be discussed in separate stakeholder meetings;
7. To maintain a forward view generally on upcoming contracts, potential 7-force and Bluelight collaboration opportunities and upcoming national procurement initiatives;
8. To maintain oversight in relation to any exemptions or exceptions to standard procurement processes.
9. To have oversight on the financial position for the Function and escalate accordingly.

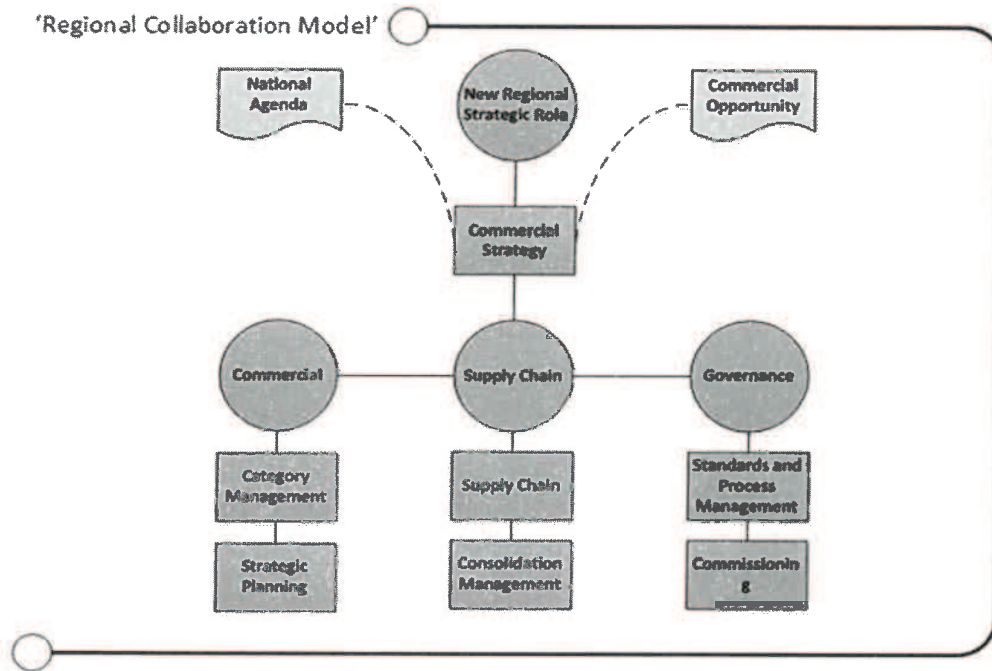
**Standard Agenda:**

1. Attendance/Apologies
2. Actions from previous meeting
3. Forward view on required Contracts / 7 Force Collaboration opportunities
4. Update on national procurement initiatives
5. Review and approval of New Work Requests
6. Contract Awards requiring approval
7. Review of achievable savings from Contract Awards
8. Overview of high level risks and issues
9. Compliance and Statutory requirements overview

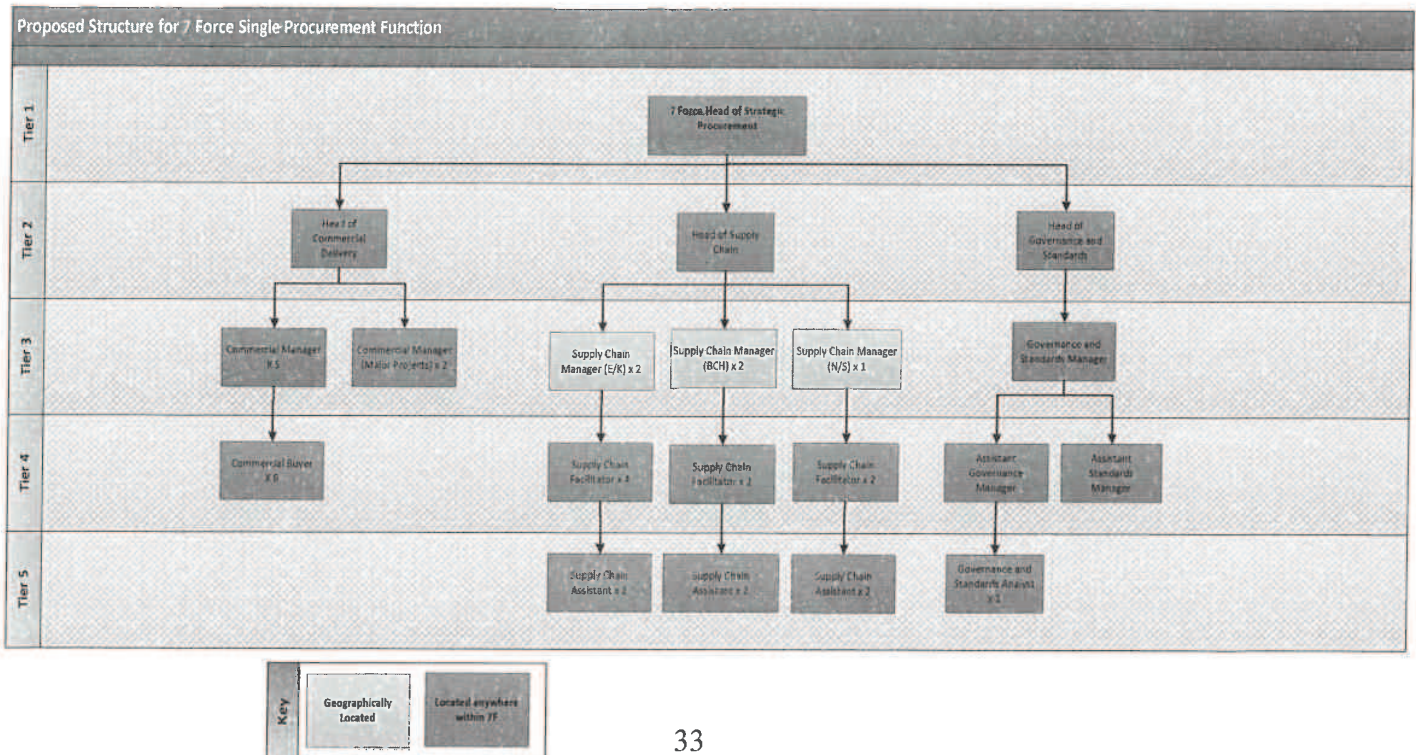
## SCHEDULE 4

### FUNCTION STRUCTURE AND ORGANISATION CHART

#### 7 Force Procurement function structure



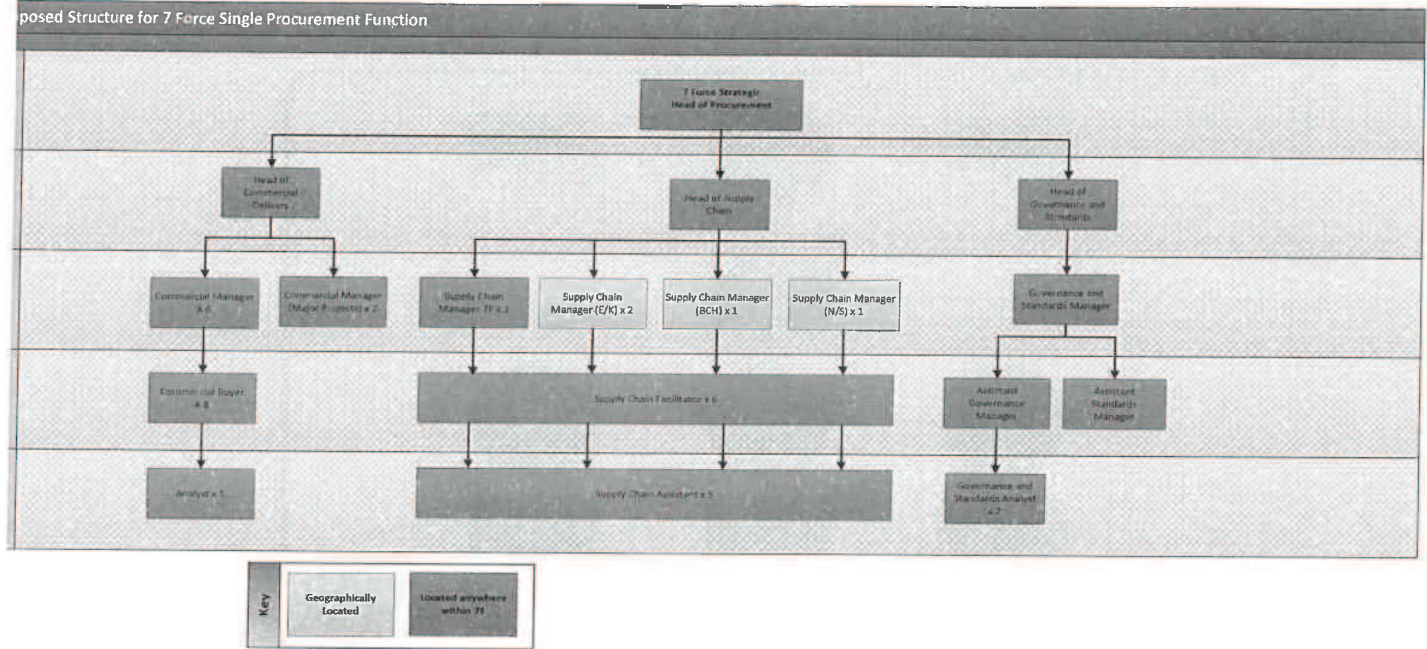
#### Interim Organisation Structure





# Collaboration Agreement for the provision of a 7 Force Single Procurement function

## Final Organisation Structure



**SCHEDULE 5**

**Seven Force Procurement  
Contract Standing Orders**

**January 2019**

## 1. GLOSSARY OF TERMS

1.1. These terms will have the following meanings in the Standing Orders:

<b>CC Chief Finance Officers (CC CFOs)</b>	The Chief Finance Officers of the Chief Constables.
<b>Chief Constable (CCs)</b>	The Chief Constable of Bedfordshire Police, the Chief Constable of the Cambridgeshire Constabulary, the Chief Constable of Essex Police, the Chief Constable of the Hertfordshire Constabulary, the Chief Constable of Kent Police, the Chief Constable of the Norfolk Constabulary and the Chief Constable of the Suffolk Constabulary.
<b>Chief Officers</b>	Officers who are members of the Chief Officer's team of Bedfordshire, the Chief Officer's team of Cambridgeshire, the Chief Officer's team of Essex, the Chief Officer's team of Hertfordshire, the Chief Officer's team of Kent, the Chief Officer's team of Norfolk and the Chief Officer's team of Suffolk.
<b>Constabulary</b>	Police officers, including the special constabulary, and police staff under the direction and control of the CCs.
<b>Framework Agreement</b>	An enabling agreement, which establishes the terms (in particular the terms as to price and where appropriate, quantity) under which individual contracts (call-offs) can be made throughout the period of the agreement (normally a maximum of four years).
<b>Officers</b>	All police officers and police staff of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk Constabularies/Police and staff of the PCCs and PFCC(s).
<b>PCC Chief Finance Officers (PCC CFOs)</b>	The Chief Finance Officer of the PCCs and PFCC(s).
<b>PCR 2015</b>	The Public Contracts Regulations 2015, as amended and any subsequent amendments thereto.
<b>Police and Crime Commissioners (PCCs) and Police, Fire and Crime Commissioner(s) (PFCC(s))</b>	The Bedfordshire Police and Crime Commissioner, the Cambridgeshire Police and Crime Commissioner, the Essex Police, Fire and Crime Commissioner, the Hertfordshire Police and Crime Commissioner, the Kent Police and Crime Commissioner, the Norfolk Police and Crime Commissioner and the Suffolk Police and Crime Commissioner.
<b>Procurement Function</b>	The 7 Force Single Procurement function operated by the 7 Force procurement team.
<b>Procurement Policy and Procedures</b>	All Procurement Policies and Procedures published by the Procurement Function.
<b>Reserved Matters</b>	Matters which are reserved by a Policing Body, acting reasonably, to be progressed and delivered locally. Reserved Matters will typically entail the procurement



# Collaboration Agreement for the provision of a 7 Force Single Procurement function

	<p>of goods or services that are novel, politically sensitive or particularly important locally to a Policing Body, e.g. election pledge matters, and shall be matters where the Policing Body reasonably believes that the requirements can best be procured locally. These must only be undertaken in exceptional circumstances as this is contrary to the objectives for creating the Function as defined in the agreed FBC. To ensure transparency across the Policing Bodies, all instances of reserved matters must be notified by the relevant party to the Strategic Governance Board in advance for their awareness. The Policing Body that instigates the Reserved Matter will authorise and approve any contract award. The Policing Body that instigates the Reserved Matter will be liable for any Claims and any liabilities therefrom will not be shared across the remaining Forces.</p>
<b>Seven Force Head of Strategic Procurement</b>	The individual appointed to run the Procurement Function.
<b>Single Force Requirement</b>	Where a single Force has a requirement for goods or services and which is not a Reserved Matter and will be undertaken by the Function. The procurement process may be allocated to a member of staff geographically based and not always by an existing member of the single home Force requesting the goods or services.
<b>Single Tender Action (STA)</b>	The selection of a supplier to provide goods, works or services without competition.
<b>Standing Orders</b>	These contract standing orders.

## **2. INTRODUCTION**

- 2.1. In Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, the 7 Force Procurement Function has been created to support police procurement activity.
- 2.2. These contract standing orders will apply to all procurements that are being carried out by the 7 Force Procurement Function, unless exceptional circumstances exist. This is in-line with the intent set-out in para 6.6 of the Business Case of having a single set of harmonised contract standing orders, where possible.
- 2.3. All contracts and orders for goods, works or services made by or on behalf of the PCCs and PFCC(s), with the exception of contracts/leases, for the lending or borrowing of money, land and contracts of service for employment purposes, shall be made in accordance with these Standing Orders.
- 2.4. All contracts shall comply with statutory requirements including, but not limited to, UK and other applicable legislation and relevant Government guidance.
- 2.5. The PCCs, PFCC(s) and Chief Constables require all procurement activity to be undertaken in a transparent, fair and consistent manner, ensuring the highest standards of probity and accountability. All procurement undertaken on behalf of the PCCs, PFCC(s) and CCs will operate under robust principles and procedures to ensure best value.
- 2.6. No exceptions shall be made to these Standing Orders other than for those reasons stated in paragraph 5.
- 2.7. Professional and legal advice on procurement matters must be directed through the Procurement Function which will decide the appropriate route for response or escalation.
- 2.8. All Officers shall comply with these Standing Orders; any failure to do so may result in disciplinary action.
- 2.9. Any specific delegation of these Standing Orders to an officer may be exercised by their deputy or by another officer specifically designated in writing by the officer in accordance with any general directions issued by them.
- 2.10. Any dispute regarding the interpretation of these Standing Orders will be referred to the Strategic Governance Board in the first instance. If the dispute cannot be resolved within 1 month, it will be escalated to the PCCs and the PFCC(s) and their decision will be final.

## **3. COMPETITIVE PROCUREMENT**

- 3.1. For goods, works or services the acceptance of quotations and bids will be based on the principle of best overall value for money, i.e. the most economically advantageous offer.
- 3.2. Estimated value is deemed to be the aggregate whole life cost (inclusive of consumables, maintenance and disposal) to the joint organisations that is reasonably anticipated over the time of provision. If the lifetime is unknown, then the aggregate cost should be based on forty-eight (48) months. Requirements must

not be disaggregated in order to avoid competitive procurement under any circumstances.

- 3.3. Where the estimated aggregated value of a proposed contract is in excess of EU thresholds, tender procedures will be in accordance with the PCR 2015. For those with aggregated values of less than EU thresholds, the principles of the PCR 2015 will be followed unless it is not practical to do so (for example, to obtain goods or services for an urgent operational requirement). Permission from the Seven Force Head of Strategic Procurement or nominated Deputy must be obtained in this instance and a report setting out the rationale must be presented to the next Strategic Governance Board. The Seven Force Head of Strategic Procurement has responsibility to publish details of the processes to be followed.
- 3.4. Criteria for the award of contracts shall be recorded in advance of the invitation to tender and strictly observed by Officers evaluating the bids. The criteria cannot be altered once the tender is advertised. The criteria may include cost and qualitative elements and shall take into account whole life costs.
- 3.5. Evaluation models used to select the successful tender shall generally be weighted such that the overall percentage score allocated to cost is not less than 50%. In exceptional circumstances the Procurement Function staff at Tier 1 and 2 may agree an alternative cost/quality ratio after discussing with the lead stakeholder on that programme, if the deliverables are complex or critical in nature. Any changes are to be recorded for audit purposes. For Reserved Matters undertaken by a local Force, they may set their own evaluation criteria.
- 3.6. The evaluation of bids must be objective, systematic, thorough and fair. Decision makers should be aware that the records of the decision-making process may be subject to scrutiny at a later date.
- 3.7. The tables at 3.9 and 3.14 describe the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value). A high-level overview of the tender/award governance flow-chart, above and below £1million, is detailed in Appendix 1.
- 3.8. If there is already a corporate contract in place for the goods, works or services required, it is mandatory to use it. The Procurement Function will advise. For the avoidance of doubt, local Force staff must still approve all of their individual respective written quotation requests and ensure that they obtain best value for their own Force. (Where possible, this is to include a quotation from a local supplier.) This is because of the different ERP systems across the various Forces and the wider Function, at an individual level, not having common access to them.

- 3.9. **Procurement competition procedures and authority levels for Bedfordshire, Cambridgeshire, Hertfordshire, Kent and Essex.** The procedures and authority levels only apply to Norfolk and Suffolk above the £50k threshold. For values up to £50k in Norfolk and Suffolk see 3.13 and 3.14.

Estimated Value	Procurement Procedure	Level of Delegated Authority	Purchase Order sign-off
£0 - £5,000	1 written quote.	Tier 5 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£5,000 - £50,000	3 written quotes or use of CompeteFor to undertake a mini-competition. FOC Tender portal focused on SME supplier market with over 185k suppliers registered and must include a local supplier where possible.	Tier 4 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£50,000 - £100,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 3 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£100,000 - £150,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 2 Procurement Personnel level staff as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£150,000 - £250,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Tier 1 7F Head of Procurement or nominated deputy level staff as detailed in the S22a and FBC function structure chart	7F Head of Procurement or nominated deputy

£250,000 - £1,000,000	Competitive tender.  Request for Work Form confirming Budget and Stakeholder (business strategic lead) approval required before commencement.	Relevant Chief Officer/Director from respective Force who has delegated authority to enter into Contract	Relevant Chief Officer/Director from respective Force who has delegated authority to approve their own Purchase Order.
Above £1,000,000	Competitive tender.  Request for Work Form confirming Budget, (business strategic lead) and Strategic Governance Board approval prior to commencement required before commencement.	Under seal of each PCC/PFCC once confirmation from Strategic Governance Board that a compliant tender exercise has been completed and they are satisfied that best value has been achieved. PCC/PFCC approval must be obtained.	Under seal of each participating PCC/PFCC

- 3.10. In all cases where it is estimated that spend will be within 10 – 15% of the threshold limit set out above, consideration should be given to undertaking the procurement activity in accordance with the quotation/tender requirements at the higher (next) band level.
- 3.11. An Officer with authority to authorise requisitions or contracts committing the expenditure does so with the consent of and on behalf of the PCCs and PFCC(s).
- 3.12. The authority levels shall apply to variations to contract, i.e. any additional costs resulting from the variation must be aggregated with the original contract value for the purposes of authorisation.
- 3.13. The table at 3.14 describes the procedure and authority levels dependent on the estimated value of the total procurement, (not an individual Force value) for Norfolk and Suffolk up to £50k in value. Above £50k in value, Norfolk and Suffolk are in alignment with the processes and values agreed under 3.9.



**3.14 Procurement competition procedures and authority levels for Norfolk and Suffolk up to £50k in total value. (Above £50k in value then table 3.9. applies.) These procedures and authority levels shall apply in any procurement where the financial resources of Norfolk or Suffolk are being committed.**

Estimated Value	Procurement Procedure	Level of Delegated Authority	Purchase Order sign-off
£500 - £3,000	Evidence of more than one price comparison shall be obtained, preferably in writing (including email) or obtained from catalogues or price lists. Evidence shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier.	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions  Contracts must be signed by a minimum of a Tier 3 Procurement personnel as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£3,000 - 20,000	At least three quotations shall be obtained in writing. Evidence of competition shall be attached to the requisition. Where possible, at least 1 quotation should be from a local supplier	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions  Contracts must be signed by a minimum of a Tier 3 Procurement personnel as detailed in the S22a and FBC function structure chart	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority
£20,000 – 50,000	At least three quotations received through an e-tendering system shall be obtained. This may include either the CompeteFor portal or e existing e-tendering system.	Requisitions to be approved locally by officers with relevant authority in accordance with financial instructions /procedures	Approval locally by officers with relevant authority in accordance with financial instructions/approval procedures and above as per the levels of delegated authority



	Where possible, at least 1 quotation should be from a local supplier	Contracts must be signed by a minimum of a Tier 3 Procurement personnel as detailed in the S22a and FBC function structure chart	
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#### 4. FINANCIAL AND CONTRACTUAL DELEGATIONS

- 4.1. The PCC CFOs and CC CFOs will be responsible for determining authorised signatories within the PCCs, PFCC(s) and Constabularies. Those authorised signatories and sub delegation rules will be described and documented in the each PCC and PFCC's respective Financial Regulations and Procurement Procedures. They will ensure that suitable segregation of responsibilities are observed, that purchases are compliant with the PCR 2015 and any procedures, and that sufficient funding and resources are available within the revenue budget or capital programme.

#### 5. EXCEPTIONS TO NORMAL PROCEDURES/SINGLE TENDER ACTION

##### 5.1. Exceptions

##### 5.1.1. Tenders are not required in the following circumstances:

- 5.1.1.1. purchases through government agency or other consortium or similar body where legally entitled to do so and in accordance with the approved purchasing methods of such a consortium or body; or
- 5.1.1.2. purchases at public auctions; or
- 5.1.1.3. internal PCC, PFCC or Constabulary business where one part of the PCC, PFCC or Constabulary provides a service to the other; or
- 5.1.1.4. for works (emergency property repairs) up to £5,000 where no corporate contract exists and are commissioned by the Estates Department of the relevant force for urgent requirements not covered by existing contracts.

##### 5.1.2 All exceptions to normal procedures must be approved by the lead PCC CFO and full justification recorded.

##### 5.2. Single Tender Action (STA)

- 5.2.1. STA should only be used in exceptional circumstances. Tier 1 or 2 procurement staff must endorse the route to market prior to seeking permission to commence activity. Legal advice must also be obtained if the procurement value is over the relevant OJEU threshold and to clarify our exemption from/compliance with the Public Contracts Regulations 2015.

The PCC CFOs or CC CFOs or their delegated authorities will consider requests for exceptions to normal procedures under the following circumstances:

- 5.2.1.1. where it can be evidenced that only one supplier is able to carry out the work or service or to supply goods for technical reasons or because of exclusive rights;
- 5.2.1.2. extensions to an existing contract where there is a genuinely justifiable case to use an existing contractor/supplier to maintain continuity of supply or site experience and it is legal to do so;
- 5.2.1.3. the contract has been classified as secret by the CC CFOs making the use of a particular contractor essential or a limited competition to a select list of contractors and the avoidance of advertising requirements in the public domain;
- 5.2.1.4. the contract is required so urgently that competition is impracticable, e.g. when an operational need arises which requires immediate action. However failure to take action within appropriate timescales due to poor planning does not constitute grounds for an urgency exception.
- 5.2.2. Where, for any reason not covered by para 5.2.1, an exception is sought to be made to the application of normal procurement procedures, then the PCC CFOs may approve the exception. Post activity exception will only be granted for operationally imperative, or other emergency situations.
- 5.2.3. The 7F Procurement Function must report quarterly to the Strategic Governance Board any Single Tender Actions not dealt with locally under Reserved Matters.

## **6. COMPETITIVE PROCUREMENT USING TENDERS**

- 6.1. The Procurement Function has responsibility to ensure appropriate Procurement Policy and Procedures are published covering matters such as:
  - 6.1.1. the procedures to be applied in respect of the whole tendering process i.e. initial tender, specifications and standards, and evaluation and appointment of contractors and consultants;
  - 6.1.2. processes regarding the use of sub-contractors;
  - 6.1.3. processes regarding variations to contract;
  - 6.1.4. the process to be undertaken in relation to declarations of interest in a contract;
  - 6.1.5. the procedures to be followed in relation to collaborative contracts;
  - 6.1.6. the adoption of Framework Agreements;
  - 6.1.7. the procedures to be followed in applying for an exception to Standing Orders, including:

- 6.1.7.1. the formal procedure to be adopted to evidence alternative provision is not available;
- 6.1.7.2. the formal justification of emergency provision;
- 6.1.8. the achievement of value for money, and the minimisation of risk to the PCCs, the PFCC(s) and Constabulary.
- 6.2. If during a procurement process it is identified that an individual Force (or Forces) are put in a detrimental position (economical or from an operational efficiency perspective) this is to be escalated to the lead stakeholder to resolve, or take to the next monthly Strategic Governance Board.
- 6.3. The Procurement Policy and Procedures will set out arrangements for the recording and retention of information in relation to procurement activity.
- 6.4. The Procurement Policy will also detail the arrangements for reporting procurement activity to meet the requirements of the PCCs, the PFCC(s) and Constabularies together with addressing the need to publish information in accordance with Government requirements.
- 6.5. Contents of the Policies and Procedures will be agreed by the PCC CFOs and CC CFOs.

## **7. TENDER CUSTODY AND OPENING**

### Electronic Tendering

- 7.1. Tenders will be received through a proprietary e-tendering solution, which ensures managed opening and version controls with all processes and actions being fully auditable except in extraordinary circumstances i.e. system failure.

### Tender custody and opening if non-electronic means are utilised

- 7.2. In the event of operating by non-electronic means, tenders shall be stored in a secure and confidential manner as required by the sealed bid procedure.
- 7.3. The opening of these tenders and recording of details shall be subject to the following regulations:
  - 7.3.1. They shall not be opened before the appointed time.
  - 7.3.2. They shall be opened at one time by not less than two persons one of which will be a CC CFO or other Chief Officer in the absence of a CC CFO.
  - 7.3.3. The appropriate tender details shall be recorded on the Tender Opening Certificate, which shall be ruled off (to prevent the addition of further entries) and then signed by each member of the tender opening panel.
- 7.4. Once the tenders have been opened they must be circulated only to those directly involved in tender evaluation and contract letting activities prior to awarding the contract.

## 8. FORM OF CONTRACT

- 8.1. All contracts shall be in the name of one or more of the PCCs and/or PFCC(s), as indicated in the table below. Where applicable, each of the relevant joint forces shall be a named party to the contract, ensuring joint and several liability. Suitable clauses reflecting the joint procurement shall also be included in the contract.

Total Contract Value	Parties to contract
£0 - £1,000,000	1 PCC/PFCC on behalf of all PCCs/PFCCs. In this case, the contracting PCC/PFCC will be the only authority with privity of contract with the supplier, and therefore will be required to enforce the contract terms on behalf of all collaborating PCCs/PFCCs. All PCCs/PFCCs will, however, have the express right to receive the benefit of the works, goods or services being delivered under the contract.
Above £1,000,000	All of the collaborating PCCs/PFCCs will be signatories to the contract, meaning that they each have joint and several liability to enforce the terms of the contract against the supplier (and joint and several liability to have the terms enforced against them by the supplier, if applicable). All PCCs/PFCCs will also have the express right to receive the benefit of the works, goods or services being delivered under the contract.

- 8.2. Contracts shall be in writing. If appropriate, legal advice should be sought in relation to contracts through the Procurement Function in the first instance.
- 8.3. Every contract shall specify the:
- 8.3.1. goods, works, or services to be provided;
  - 8.3.2. consideration;
  - 8.3.3. time within which the contract is to be performed; and
  - 8.3.4. terms and conditions for payment (and any early payment mechanism if applicable.)
- 8.4. Every contract shall ensure that the contractor indemnifies the Commissioner against all losses in connection with injury to or death of any person, or damage to property, happening as a result of or in connection with the carrying out of the contract. The contractor shall also be required to effect and maintain insurance which provides both the contractor and the employer with full cover in respect of any liability against which the contractor is required to indemnify the employer. The

CCs shall stipulate the minimum amount of insurance after consultation with the PCC CFOs.

- 8.5. Liquidated Damages: Each contract should be reviewed for the appropriate inclusion of liquidated damages.
- 8.6. Default Clauses: Contracts which are estimated to exceed £50,000 shall provide that should the contractor default in the terms of the contract, the PCCs and PFCC(s), without prejudice to any remedy for breach of contract, shall be at liberty to purchase other goods, works or services as appropriate of the same or similar description to make good any default. Every contract shall provide that the amount by which the cost of purchasing other goods, works or services (including the expenses of acquiring the new supplier) exceeds the amount which would have been payable to the contractor shall be recoverable from the contractor.
- 8.7. Transfer or Assignment of Contracts: Every contract which is estimated to exceed £50,000 shall prohibit the contractor from assigning the contract or sub-letting any portion of the contract work without the written consent of the CC.
- 8.8. Prevention of Corruption: In every contract a clause shall be inserted to secure that the PCCs and PFCC(s) shall be entitled to cancel any contract and to recover from the contractor the amount of any loss resulting from such cancellations if the contractor or any person employed by them or acting on their behalf (whether with or without the knowledge of the contractor) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing something in relation to the obtaining or execution of any contract with the PCCs and PFCC(s), or shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under subsection 2 of Section 117 of the Local Government Act 1972.
- 8.9. Exclusion of third party rights: Unless precluded by statute every contract shall exclude the ability of third parties to claim the same rights and remedies as those enjoyed by the main parties to the contract. The rights of permitted successors to or assignees of the rights of a party shall not be excluded.
- 8.10. Milestone or stage payments: For large complex projects milestone or stage payments may be agreed subject to the approval of the Seven Force Head of Strategic Procurement (or such other person as may be delegated by them).
- 8.11. Parent company guarantee: For contracts over fifty thousand pounds (£50,000) a parent company guarantee should be considered depending on the risk profile of the contract.
- 8.12. Bank bond or guarantee: For contracts over one million pounds (£1,000,000) a bank bond or guarantee should be considered depending on the risk profile of the contract.

## **9. AWARD OF CONTRACT**

- 9.1. Tender analysis should be completed using criteria determined prior to issue of tender documentation.
- 9.2. The Procurement lead must record the reasons and analysis that led to the acceptance of the best value offer. A detailed Contract Award Report, approved by

the lead stakeholder, is to be completed for all tenders above £50,000 and for any STA irrespective of value.

- 9.3. The Procurement lead is empowered to recommend the acceptance of tenders.
- 9.4. The Contract is to be signed on behalf of the PCCs and PFCC(s) in accordance with the tables at paragraphs 3.9 and 3.14 above.
- 9.5. A minimum period of ten (10) calendar days must be allowed as a standstill period between the notification of an award decision and contract commencement for all over EU value contracts. (This period is extended to the next working day when the final day falls on a non-working day). Where a Framework Agreement is used and if expediency is required, this requirement can be removed if authorised by a Tier 1 or Tier 2 member of the function.
- 9.6. A voluntary standstill period will be applied on below threshold tender activity if required.
- 9.7. Where there is no difference between tenders to make an informed decision the contract shall be subject to further clarification.

## **10. COLLABORATIVE CONTRACTS AND FRAMEWORK AGREEMENTS**

- 10.1. Where tenders are undertaken that include other police forces or public sector organisations outside of the 7 Forces, they will be invited on a lead PCC/PFCC basis and comply with these Standing Orders.

## **11. REVIEW**

- 11.1. These Standing Orders will be reviewed at least on an annual basis by the PCC CFOs and CC CFOs and comments fed into the Strategic Governance Board for consideration if change is required.

## **Appendix 1.**



Procurement-Infographic-1.pdf



## **SCHEDULE 6**

### **SEVEN FORCE HEAD OF STRATEGIC PROCUREMENT JOB DESCRIPTION**

#### **JOB DESCRIPTION**

**Post:** Head of Strategic Procurement  
(Seven Force Collaboration)

**Grade:**

**District/Department:** Seven Force Collaboration  
Programme team

**Sector/Section:** Procurement

**Location:** Local force, travel required.

**Reporting to:** Nominated Chief Officer

**Duration:** Permanent



**Job Evaluation Ref:**

#### **Principal purpose of the role**

Direct and lead a comprehensive procurement function ensuring the alignment of strategies, infrastructure, systems and contracts in order to deliver an efficient, cost effective service across the seven forces. Act as Head of Profession for the function across the seven forces as the senior advisor to the seven Chief Officer teams, Police and Crime Commissioners and their Chief Executives influencing and contributing to the strategic direction of the procurement function across the seven forces in order to ensure that the service supports the strategic plans and objectives of all seven forces.

#### **Main activities of the role (This list is not exhaustive)**

- Design, develop and lead a procurement function across seven forces, engaging with key stakeholders, such as Police and Crime Commissioners and Chief Officers, ensuring that the function is fit for purpose and provides an efficient and comprehensive procurement service across the seven forces.
- Develop and implement a single strategy for the procurement service, including the development and implementation of unified policy and processes and governance ensuring adherence to legal regulations, compliance with regional and national procurement strategies and that it supports each of the seven forces objectives and Police and Crime Commissioner's(PCC) Police and Crime plans.
- Lead complex contract negotiations and develop a strategy to enable the monitoring, review and management of contracts across the seven forces in order to deliver increased value for money against service delivery, environmental, safety and other criteria.
- Provide specified management information on contracts on a timely basis to PCCs in order to ensure effective management and control over all contracts. Information will

also be provided to PCCs to enable them to satisfy their statutory obligations e.g. the Specified Information Order.

- Lead, manage and develop departmental staff across the seven forces, acting as Head of Profession, providing leadership and guidance and ensuring that all training standards and performance measures are met.
- Using internal and external market information, together with the timetable for contract renewal, the postholder will identify potential pipeline opportunities; exploiting synergies and taking advantage of standardisation, aggregation and advance procurement techniques.
- The postholder will investigate and promote localised cross sector co-operation (Fire and Rescue and other local public sector bodies) to ensure regional police collaboration can work in tandem with OPCC electoral boundary shared services and opportunity.
- Ensure the region is represented as 'one voice' in the national arena; to exploit opportunity and support national change programmes such as CLEP and the Police ICT Company.
- Develop a programme of standards and governance that increases transparency, simplifies regulation and embeds a commercial culture across the organisations.

### **Necessary Experience**

The post holder will be able to demonstrate significant experience of procurement and contract management including negotiation and management of contracts of significant value.

As the head of profession, extensive knowledge and understanding of contract law and the application of EU Public Procurement Regulations and legislation is essential, as well as preparing specifications and of preparing and evaluating tenders, including those operating under framework arrangements and EU directives.

The post holder will be MCIPS qualified (Membership of the Chartered Institute of Purchasing supplies) with experience at senior management level. Strong negotiating, influencing, interpersonal and communication skills are essential to the role.

He/she will provide innovative thinking and impetus to drive through change and develop and enhance an integrated function across the seven forces.

Substantial senior leadership experience and a strong track record of achievement in delivering organisational change, encompassing both structural and cultural aspects, in a complex and demanding operational environment.

Proven success in working in a political environment with senior stakeholders (Chief Officer and Chief Executive level) showing sound judgment and impact.

Significant experience of translating business needs into commercial procurement strategies that drive enhanced business outcomes for the organisations as a whole.

Proven experience of managing change and merging functions to create integrated services is essential.

## **Competency and Values Framework for policing:**

### **Values:**

#### **Impartiality**

I take into account individual needs and requirements in all of my actions. I understand that treating everyone fairly does not mean everyone is treated the same. I always give people an equal opportunity to express their views. I communicate with everyone, making sure the most relevant message is provided to all. I value everyone's views and opinions by actively listening to understand their perspective. I make fair and objective decisions using the best available evidence. I enable everyone to have equal access to services and information, where appropriate.

#### **Integrity**

I always act in line with the values of the police service and the Code of Ethics for the benefit of the public. I demonstrate courage in doing the right thing, even in challenging situations. I enhance the reputation of my organisation and the wider police service through my actions and behaviours. I challenge colleagues whose behaviour, attitude and language falls below the public's and the service's expectations. I am open and responsive to challenge about my actions and words. I declare any conflicts of interest at the earliest opportunity. I am respectful of the authority and influence my position gives me. I use resources effectively and efficiently and not for personal benefit.

#### **Public Service**

I act in the interest of the public, first and foremost. I am motivated by serving the public, ensuring that I provide the best service possible at all times. I seek to understand the needs of others to act in their best interests. I adapt to address the needs and concerns of different communities. I tailor my communication to be appropriate and respectful to my audience. I take into consideration how others want to be treated when interacting with them. I treat people respectfully regardless of the circumstances. I share credit with everyone involved in delivering services.

#### **Transparency**

I ensure that my decision-making rationale is clear and considered so that it is easily understood by others. I am clear and comprehensive when communicating with others. I am open and honest about my areas for development and I strive to improve. I give an accurate representation of my actions and records. I recognise the value of feedback and act on it. I give constructive and accurate feedback. I represent the opinions of others accurately and consistently. I am consistent and truthful in my communications. I maintain confidentiality appropriately.

#### **Analyse Critically (Level 3)**

I balance risks, costs and benefits associated with decisions, thinking about the wider impact and how actions are seen in that context. I think through 'what if' scenarios. I use discretion wisely in making decisions, knowing when the 'tried and tested' is not always the most appropriate and being willing to challenge the status quo when beneficial. I seek to identify the key reasons or incidents behind issues, even in ambiguous or unclear situations. I use my knowledge of the wider external environment and long-term situations to inform effective decision making. I acknowledge that some decisions may represent a significant change. I think about the best way to introduce such decisions and win support.

### **Collaborative (Level 3)**

I am politically aware and I understand formal and informal politics at the national level and what this means for our partners. This allows me to create long-term links and work effectively within decision-making structures. I remove practical barriers to collaboration to enable others to take practical steps in building relationships outside the organisation and in other sectors (public, not for profit, and private). I take the lead in partnerships when appropriate and set the way in which partner organisations from all sectors interact with the police. This allows the police to play a major role in the delivery of services to communities. I create an environment where partnership working flourishes and creates tangible benefits for all.

### **Deliver, Support and Inspire (Level 3)**

I challenge myself and others to bear in mind the police service's vision to provide the best possible service in every decision made. I communicate how the overall vision links to specific plans and objectives so that people are motivated and clearly understand our goals. I ensure that everyone understands their role in helping the police service to achieve this vision. I anticipate and identify organisational barriers that stop the police service from meeting its goals, by putting in place contingencies or removing these. I monitor changes in the external environment, taking actions to influence where possible to ensure positive outcomes. I demonstrate long-term strategic thinking, going beyond personal goals and considering how the police service operates in the broader societal and economic environment. I ensure that my decisions balance the needs of my own force/unit with those of the wider police service and external partners. I motivate and inspire others to deliver challenging goals.

### **Emotionally Aware (Level 3)**

I seek to understand the longer-term reasons for organisational behaviour. This enables me to adapt and change organisational cultures when appropriate. I actively ensure a supportive organisational culture that recognises and values diversity and well-being and challenges intolerance. I understand internal and external politics and I am able to wield influence effectively, tailoring my actions to achieve the impact needed. I am able to see things from a variety of perspectives and I use this knowledge to challenge my own thinking, values and assumptions. I ensure that all perspectives inform decision making and communicate the reasons behind decisions in a way that is clear and compelling.

### **Innovative and Open-minded (Level 3)**

I implement, test and communicate new and far-reaching ways of working that can radically change our organisational cultures, attitudes and performance. I provide space and encouragement to help others stand back from day-to-day activities, in order to review their direction, approach and how they fundamentally see their role in policing. This helps them to adopt fresh perspectives and identify improvements. I work to create an innovative learning culture, recognising and promoting innovative activities. I lead, test and implement new, complex and creative initiatives that involve multiple stakeholders, create significant impact and drive innovation outside of my immediate sphere. I carry accountability for ensuring that the police service remains up to date and at the forefront of global policing.

### **Take Ownership (Level 3)**

I act as a role model, and enable the organisation to use instances when things go wrong as an opportunity to learn rather than blame. I foster a culture of personal responsibility, encouraging and supporting others to make their own decisions and take ownership of their activities. I define and enforce the standards and processes that will help this to happen. I put in place measures that will allow others to take responsibility effectively when I delegate decision making, and at the same time I help them to improve their performance. I create the circumstances (culture and process) that will enable people to undertake development opportunities and improve their performance. I take an organisation-wide view, acknowledging where improvements can be made and taking responsibility for making these happen.

## **SCHEDULE 7**

### **TEMPLATE DEED OF ACCESSION**

**This Deed** dated \_\_\_\_\_ is supplemental to a Police Force and Policing Body Collaborative Service Agreement dated [ \_\_\_\_\_ ] between The Chief Constable of Bedfordshire Police (1), The Chief Constable of Cambridgeshire Constabulary (2), The Chief Constable of Essex Police (3), The Chief Constable of Hertfordshire Police (4), The Chief Constable of Kent Police (5), The Chief Constable of Norfolk Constabulary (6), The Chief Constable of Suffolk Constabulary (7), The Bedfordshire Police and Crime Commissioner (8), The Cambridgeshire Police and Crime Commissioner (9), The Essex Police, Fire and Crime Commissioner (10), The Hertfordshire Police and Crime Commissioner (11), The Kent Police and Crime Commissioner (12), The Norfolk Police and Crime Commissioner (13) and The Suffolk Police and Crime Commissioner (14) for the provision of a Seven Force single procurement function (the “**Collaboration Agreement**”).

Words and expressions defined in the Collaboration Agreement have the same meaning when used in this Deed.

[*Name and details of the Incoming Authority*] (the “**Contracting Authority**”) hereby agrees with each other person who is or becomes a Party to the Collaboration Agreement that with effect on and from the date hereof it will be bound by all the terms of the Collaboration Agreement as if it had been a Party under the Collaboration Agreement in that capacity from the date of the Collaboration Agreement.

The address for notices of the Contracting Authority for the purposes of Section 38 (*Notices and Other Communications*) of the Collaboration Agreement is:

Address: [*details to be completed*]

Email:

Attention:

This Deed is governed by and construed in accordance with English Law.



This document has been executed as a deed and is delivered and takes effect on the date  
stated at the beginning of it.

**EXECUTED** as a deed by

the Contracting Authority

[Insert relevant execution block]



## **SCHEDULE 8**

### **TEMPLATE VETTING FORMS**

NPPV1 – Limited unescorted access to police premises, no access to classified material or systems, valid for up to 3 years



NPPV 1.doc



Chargeable NPPV  
1.doc

NPPV2 (Abbreviated) – Unescorted access to police premises, no access to systems. Access to Police material up to OFFICIAL- SENSITIVE, valid for 3 years



NPPV 2 abbrev.doc



Chargeable NPPV 2  
abbrev.doc

NPPV 2 (Full) – Unescorted access to police premises, unsupervised systems access, access to Police material up to OFFICIAL- SENSITIVE and occasional access to SECRET, valid for 3 years



NPPV 2 2017.doc



Chargeable NPPV  
2.doc

NPPV3 – Unescorted access to police premises, unsupervised systems access, access to classified Police material or information up to SECRET and occasional access to TOP SECRET, valid for 7 years (with a regular vetting appraisal. This cost will be included in the original charge).



NPPV 3.doc



Chargeable NPPV  
3.doc

**End of Document**

