

**Collaboration Agreement Pursuant to Sections 22A to
22C, 23, and 23A to 23I of the Police Act 1996 (as
amended by the Policing and Crime Act 2009 and the
Police Reform and Social Responsibility Act 2011)**

relating to the

**Acquisition of the Charter Source and Covert
Authorities Telecom Module**

**Police and Crime Commissioner for Avon and
Somerset**

- And -

**Police and Crime Commissioner for Devon and
Cornwall**

- and -

Police and Crime Commissioner for Dorset

- and -

Police and Crime Commissioner for Wiltshire

CONTENTS

1. Introduction and Legal Context
2. Definitions
3. Scope and Purpose of Agreement
4. Payment of Costs
5. Length of Agreement
6. Monitoring and Review of the Collaboration
7. Variation of Agreement
8. Termination and Withdrawal
9. Dispute Resolution
10. Insurance and Indemnities
11. Audit and Inspection
12. Information Management
13. Boiler Plate Provisions
 - 13.1 Publication
 - 13.2 Further Assurance
 - 13.3 Entire Agreement
 - 13.4 Statutory Powers
 - 13.5 Contracts (Rights of Third Parties) Act 1999
 - 13.6 Counterparts
 - 13.7 Legally Binding
 - 13.8 Governing Law and Jurisdiction Signatures

Appendices

Appendix 1 – Functions of the Lead Commissioner

Appendix 2 – Costs for the Software

THIS AGREEMENT is made on *27th March 2015*

BETWEEN

1. Police and Crime Commissioner for Avon and Somerset
2. Police and Crime Commissioner for Devon and Cornwall
3. Police and Crime Commissioner for Dorset
4. Police and Crime Commissioner for Wiltshire

IT IS AGREED

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 The Commissioners have resolved to purchase the Software from Charter acting through the Lead Commissioner;
- 1.2 The Lead Commissioner has agreed to enter into and subsequently manage the contract for the purchase of the Software with Charter on behalf of the Authorities.
- 1.3 This Agreement is made between the Parties pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Act.
- 1.4 For the purposes of Section 23A(5) of the Act, the Commissioners have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the Commissioners and the forces they maintain.
- 1.5 For the purposes of Section 23A(6) of the Act, each Commissioner has consulted with the Chief Constable of the police force the relevant Commissioner maintains before making this Agreement and the Chief Constables have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective forces.
- 1.6 For the purposes of Section 22A of the Act this Agreement contains a policing body collaboration provision.

2. DEFINITIONS

2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011);
"Agreement"	means this agreement and the appendices to it
"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCDC"	means the Chief Constable of Devon and Cornwall Constabulary;
"CCDP"	means the Chief Constable of Dorset Police
"CCWP"	means the Chief Constable of Wiltshire Police
"Charter"	means Charter Systems Limited

"Chief Constables"	means CCAS, CCDC, CCDP, and CCWP and "Chief Constable" will be construed accordingly;
"Commencement Date"	means
"Commissioners"	means PCCAS, PCCDC, PCCD, and PCCW and "Commissioner" will be construed accordingly;
"Commissioning Board"	means the Regional Commissioning Board of Commissioners and Chief Constables;
"Lead Commissioner"	means PCCD;
"Participating Commissioners"	means PCCAS, PCCDC, and PCCW and "Participating Commissioner" will be construed accordingly;
"Parties"	means PCCAS, PCCDC, PCCD, PCCW, and "Party" shall be construed accordingly;
"PCCAS"	means the Police and Crime Commissioner for Avon and Somerset
"PCCDC"	means the Police and Crime Commissioner for Devon and Cornwall
"PCCD"	means the Police and Crime Commissioner for Dorset
"PCCW"	means the Police and Crime Commissioner for Wiltshire
"Software"	Means the Charter Source and Covert Authorities Telecom Module

2.2 In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment);
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;

- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) any reference to a notice, consent, approval, agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be given in writing;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this agreement the neuter singular gender shall include all genders and the plural.

3. SCOPE AND PURPOSE OF AGREEMENT

- 3.1 Each Participating Commissioner appoints the Lead Commissioner as his or her agent to be responsible for the functions set out in appendix 1 and the Lead Commissioner accepts such appointment as agent to be responsible for the functions set out in appendix 1 for and on behalf of each of the Participating Commissioners.
- 3.2 Each of the Participating Commissioners agrees that the Lead Commissioner shall undertake appropriate actions as agent of that Lead Commissioner provided that such action is within the scope of the Lead Commissioner's authority as set out in appendix 1.
- 3.3 The functions of the Lead Commissioner can be altered at any time with the unanimous agreement of all the Commissioners.
- 3.4 The appendices to this Agreement will have effect.
- 3.5 This Agreement shall be deemed to have effect from the Commencement Date.

4. PAYMENT AND COSTS

- 4.1 Each Party shall make the payments to Charter set out in appendix 2 to this Agreement.

5. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the Commencement Date and shall continue in full force and effect until terminated in accordance with Clause 8.

6. MONITORING AND REVIEW OF THE COLLABORATION

- 6.1 This collaboration shall be reviewed by the Parties in accordance with this Clause 6.
- 6.2 The Commissioning Board shall have governance strategic oversight and scrutiny of this collaboration.
- 6.3 There shall be an ongoing review and assessment by the Commissioning Board of this Agreement and the collaboration to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.

7. VARIATION OF AGREEMENT

- 7.1 *Variation*

This Agreement may only be varied with the unanimous consent of all the Parties.

7.2 Invitation To Other Police and Crime Commissioners

With the prior written consent of all the Parties, additional police and crime commissioners in the United Kingdom may be invited to join this collaboration and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate other police and crime commissioners joining the Agreement) varies the terms of this Agreement.

8. TERMINATION AND WITHDRAWAL

8.1 This Agreement may be terminated with the unanimous consent of all the Parties.

8.2 Any Party may withdraw from this Agreement by giving not less than twelve (12) months written notice of its intention to the other Parties.

8.3 In the event that clause 8.2 has effect the remaining Commissioners shall review the impact of the withdrawal on the collaboration the subject of this Agreement.

9. DISPUTE RESOLUTION

9.1 Any difference or dispute between any of the Commissioners arising out of or in connection with this Agreement, including any question as to the validity of this Agreement and any dispute arising before or after termination of this Agreement that cannot be resolved by the Commissioners will be referred to the Commissioning Board for resolution.

10. INSURANCE AND INDEMNITIES

10.1 Insurance

10.1.1 Each Party shall maintain appropriate insurance arrangements to cover his / her obligations under this Agreement.

10.2 Indemnities

10.2.1 Subject to Clauses 10.2.2 and 10.2.3, each Participating Commissioner shall indemnify the Lead Commissioner against any claim made by any person against the Lead Commissioner in its capacity as agent of that Participating Commissioner.

10.2.2 If and to the extent that more than one Participating Commissioner is liable to the Lead Commissioner pursuant to Clause 10.2.1 in respect of the same matter, then each Participating Commissioner shall only be liable to the Lead Commissioner for such proportion of the amount of any such claim as is fair and reasonable having regard to the proportionate interest of the relevant Participating Commissioner in the matter giving rise to such claim. Any dispute amongst the Commissioners concerning the apportionment of liability shall be resolved in accordance with clause 9 of this Agreement.

10.2.3 A Participating Commissioner shall not be liable to the Lead Commissioner pursuant to clause 10.2.1 if and to the extent that the relevant claim arises out of any action or omission of the Lead Commissioner which is outside the scope of his authority as

agent of the relevant Participating Commissioner under this Agreement or out of any other contravention of the provisions of this Agreement.

- 10.2.4 Where a claim is made by any third party against a Participating Commissioner, then if and to the extent that such claim arises out of any action or omission of the Lead Commissioner which is outside the scope of his authority as agent of the relevant Participating Commissioner under this Agreement or out of any other contravention of the provisions of this Agreement the Lead Commissioner shall indemnify the relevant Participating Commissioner in respect of such matter.

11. AUDIT AND INSPECTION

Any audits and/or inspections shall be co-ordinated by the Commissioning Board.

12. INFORMATION MANAGEMENT

- 12.1 All Parties shall share information where appropriate to fulfil the purposes of this collaboration, subject to any conditions imposed by the Party providing the information in respect of such disclosure.
- 12.2 Any request for information under Freedom of Information Act 2000 or Data Protection Act 1998 received in respect of the collaboration the subject of this Agreement shall be co-ordinated by the Lead Commissioner and dealt with by the Parties accordingly.

13. BOILER PLATE PROVISIONS

13.1 PUBLICATION

The Parties agree that the provisions of S23E Police Act 1996 will be discharged by each party by the publication of this Agreement.

13.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

13.3 ENTIRE AGREEMENT

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

13.4 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of his or her respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

13.5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

13.6 COUNTERPARTS

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


13.7 LEGALLY BINDING

The Parties agree that this Agreement shall be fully legally binding between the Parties.

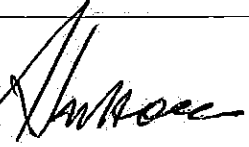
13.8 GOVERNING LAW AND JURISDICTION

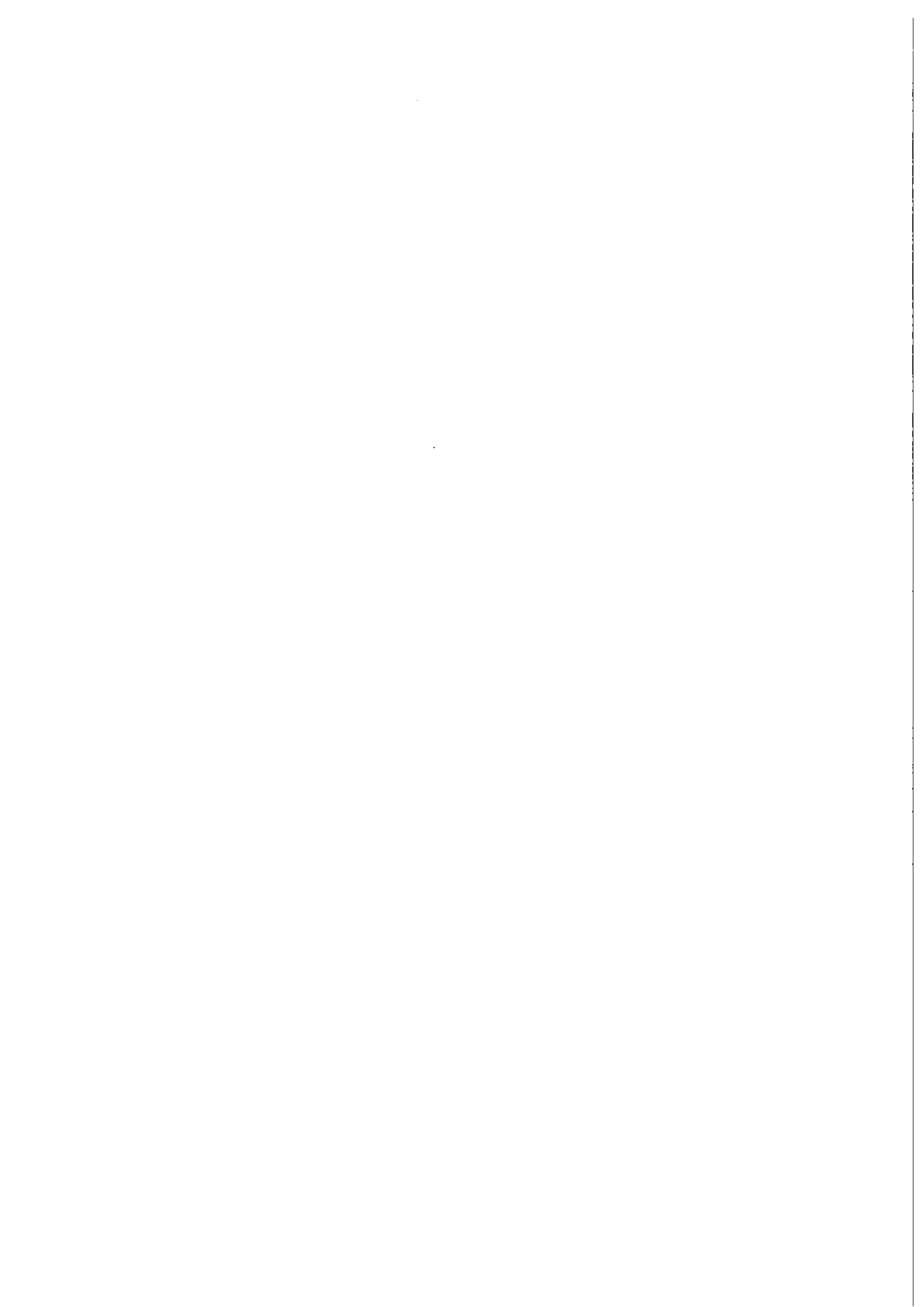
This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Parties have signed below on the date indicated.

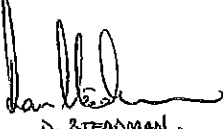
Party	Signature	Date
Police and Crime Commissioner for Avon and Somerset	 PCC C Fo.	23 JAN / 2015
Police and Crime Commissioner for Devon and Cornwall		
Police and Crime Commissioner for Dorset		
Police and Crime Commissioner for Wiltshire		

IN WITNESS whereof the Parties have signed below on the date indicated.


Party	Signature	Date
Police and Crime Commissioner for Avon and Somerset		
Police and Crime Commissioner for Devon and Cornwall		26 MAR 2015
Police and Crime Commissioner for Dorset		
Police and Crime Commissioner for Wiltshire		

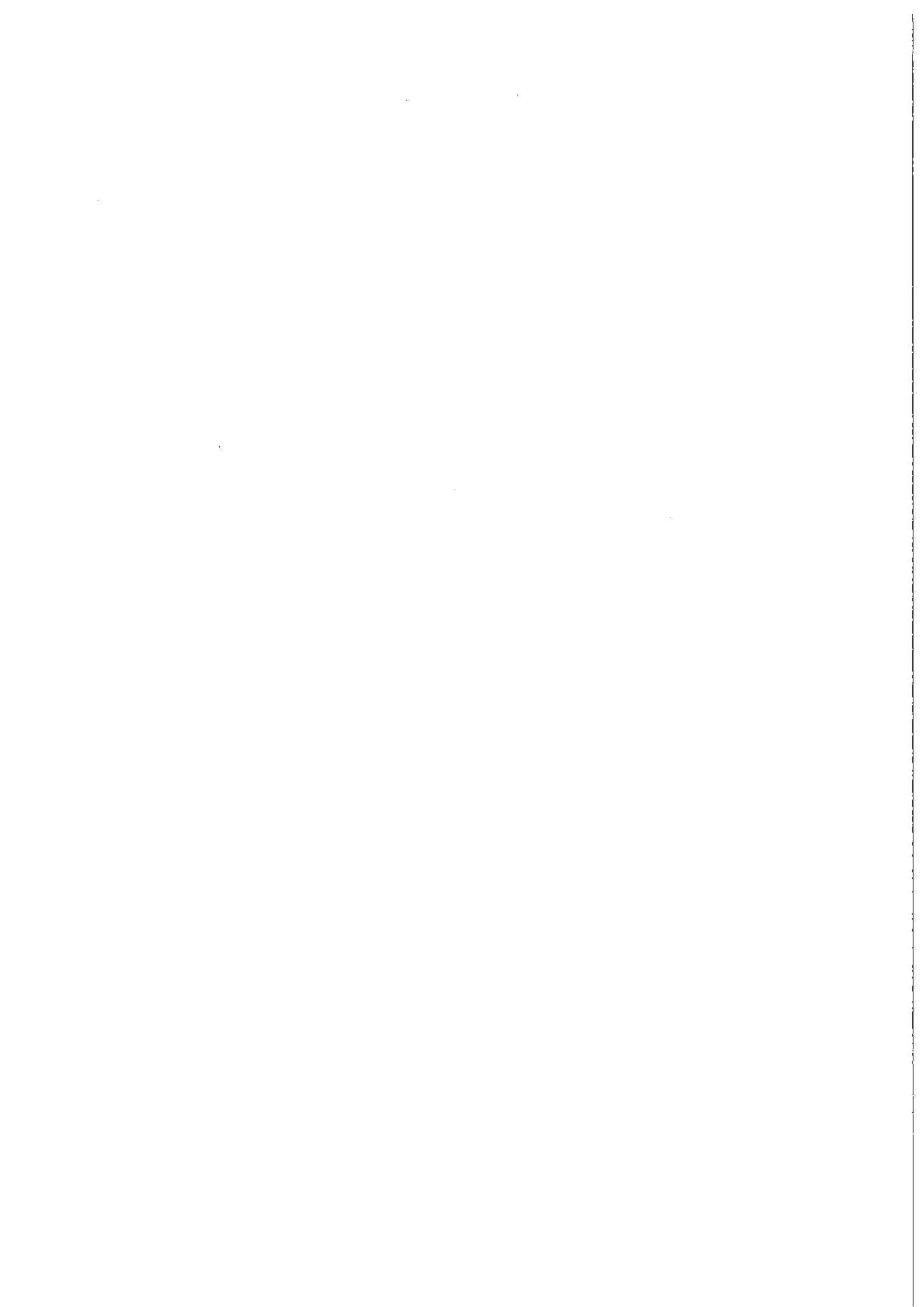


IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Police and Crime Commissioner for Avon and Somerset		
Police and Crime Commissioner for Devon and Cornwall		
Police and Crime Commissioner for Dorset	 D. BREADMAN	24/2/15
Police and Crime Commissioner for Wiltshire		

IN WITNESS whereof the Parties have signed below on the date indicated.

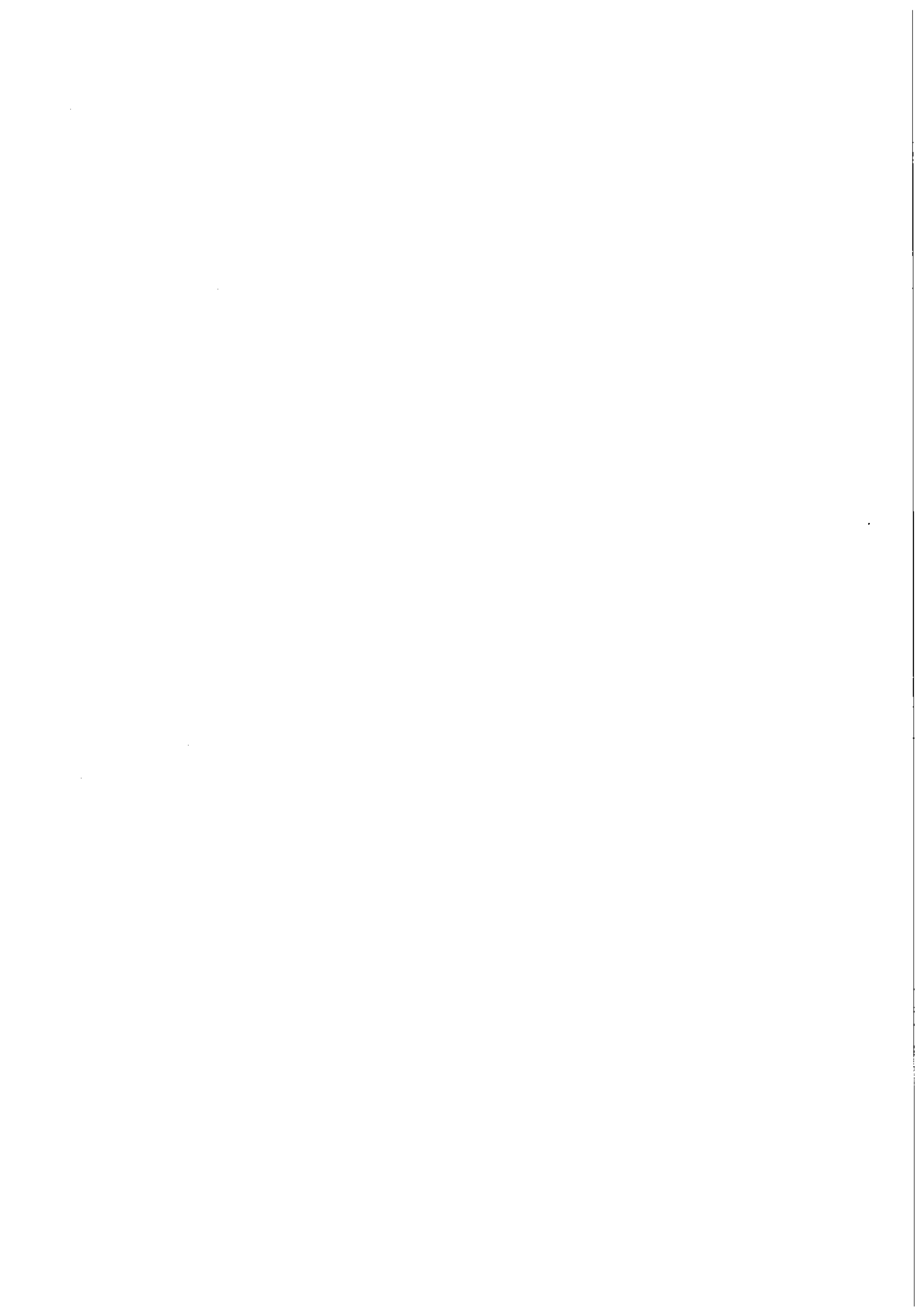
Party	Signature	Date
Police and Crime Commissioner for Avon and Somerset		
Police and Crime Commissioner for Devon and Cornwall		
Police and Crime Commissioner for Dorset		
Police and Crime Commissioner for Wiltshire		27/3/15.



APPENDIX 1

Functions of the Lead Commissioner

1. To enter into the contract with Charter for the supply of the Software for and on behalf of each Participating Commissioner.
2. To implement the decisions of the Commissioners in respect of the contract with Charter for the supply of the Software.
3. To be the point of contact for each Participating Commissioner with Charter



APPENDIX 2

Costs for the Software

Year 1

Avon & Somerset - £6,250 (licence), £1,250 (Annual Service Costs), £18,750 (project costs met by SWCTIU but payable by A&S). Total £26,250

Devon and Cornwall - £6,250 (licence), £1,250 (Annual Service Costs), £12,500 (data migration costs). Total £20,000

Dorset - £6,250 (licence), £1,250 (Annual Service Costs). Total £7,500

Wiltshire - £6,250 (licence), £1,250 (Annual Service Costs). Total £7,500

Year 1 total: £61,250

Year 2 onwards Annual Service Costs

A&S £1,250

D&C £1,250

Dorset £1,250

Wilts £1,250

Total: £5,000

