

COLLABORATION AGREEMENT

IN RESPECT OF

MULTI-FORCE SHARED SERVICES (MFSS)

Dated 27th August 2015

- (1) THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE
- (2) THE CHIEF CONSTABLE OF CHESHIRE CONSTABULARY
- (3) THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE
- (4) THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE
- (5) THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE
- (6) THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE
- (7) THE CIVIL NUCLEAR POLICE AUTHORITY
- (8) THE CHIEF CONSTABLE OF CIVIL NUCLEAR CONSTABULARY

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THIS AGREEMENT is made on 27th August 2015

Between

- (1) **Police and Crime Commissioner for Cheshire** of Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA (hereinafter referred to collectively with the second party as **Cheshire**); and
- (2) **The Chief Constable of Cheshire Constabulary** of Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA (hereinafter referred to collectively with the first party as **Cheshire**); and
- (3) **Police and Crime Commissioner for Northamptonshire** of Wootton Hall, Northamptonshire NN4 0JQ (hereinafter referred to collectively with the fourth party as **Northamptonshire**); and
- (4) **The Chief Constable of Northamptonshire Police** of Wootton Hall, Northamptonshire NN4 0JQ (hereinafter referred to collectively with the third party as **Northamptonshire**); and
- (5) **Police and Crime Commissioner for Nottinghamshire** of Arnot Hill house, Arnot Hill Park, Arnold, Nottingham, NG5 6LU (hereinafter referred to collectively with the sixth party as **Nottinghamshire**); and
- (6) **The Chief Constable of Nottinghamshire Police** of Sherwood Lodge, Arnold, NG5 8PP (hereinafter referred to collectively with the fifth party as **Nottinghamshire**).

Background

- (7) Cheshire and Northamptonshire set up a shared services centre of excellence (**MFSS**) for the provision of HR, finance, purchasing services, estates and facilities and logistics services (**Multi-Force Shared Services**).
- A The MFSS went live with all services between 1st April 2012 and 31st March 2013.
- B Cheshire is acting as lead force on behalf of the MFSS , meaning that, in accordance with the provisions of this Agreement:
- staff working in the MFSS who are not employed by Cheshire will be seconded to it; and
 - Cheshire will contract with third party suppliers to provide goods and services necessary for the provision of the Multi-Force Shared Services.
- C Cheshire, and Northamptonshire have agreed to terminate the Original Agreement and that it shall be replaced and superseded by the terms of this Agreement.
- D Cheshire, Northamptonshire and Nottinghamshire confirm that this Agreement is in the interests of the efficiency and/or effectiveness of one or more Policing Bodies or Policing Forces and that it has been drafted in accordance with the statutory guidance for police collaboration from the Home Office, dated October 2012.
- E If another police force decides to join the MFSS, then the New Partner will sign a Deed of Adherence with amended versions of the Schedules, showing the Relevant Services to be provided to the New Partner, any phased roll-out of the Relevant Services, the support to be

provided by each Partner (including the New Partner), any changes to the Approved Costs, the updated Agreed Proportion and any other amendments necessary as a result of the New Partner joining the MFSS.

PART 1 – GENERAL PROVISIONS

1 Definitions

In this Agreement, unless expressly stated otherwise, the following words and expressions will have the meaning given to them:

Agreed Proportion	is defined in Schedule 8.
Approved Costs	means the costs defined in Clause 29 (<i>Definition of Approved Costs</i>), as amended from time to time by the Partners.
Business Continuity Plan	means the business continuity plan to be drafted by the Head of Shared Services in accordance with Clause 27 (<i>Business Continuity Plan</i>) and amended from time to time by the Partners.
Business Objectives	is defined in Clause 22 (<i>Business Objectives</i>).
Capgemini	means Capgemini UK plc.
Capgemini Agreement	means the agreement entered into by Cheshire and Capgemini on 30 December 2010, as amended from time to time by Cheshire and Capgemini a copy of which is annexed to this Agreement at Appendix 1.
Change	has the meaning given in Clause 48 (<i>Proposal of Changes</i>).
Change Control Procedure	means the change control procedure set out in Part 9 (<i>Change Control Procedure</i>).
Commercially Sensitive Information	means the information contained in Schedule 7 (<i>Commercially Sensitive Information</i>).
Confidential Information	means any information, however it is conveyed, disclosed by a Partner or Capgemini (or its employees, officers, representatives, agents or advisers (Related Persons)) (Disclosing Party) to another Partner or Partners (or its or their Related Persons) (Receiving Party) that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Disclosing Party, including Intellectual Property Rights and all documents and information supplied in the course of proceedings under the Dispute Resolution Procedure or the rules of any other dispute resolution procedure to which a Dispute is referred in accordance with this Agreement, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as

	"confidential") or which ought reasonably to be considered to be confidential.
Consolidated Budget	means the budget referred to in Clause 31 (<i>Consolidated Budget</i>) as amended from time to time by the Partners.
Contracting Authority	means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000, other than the Partners.
Data	means all information, text, drawings, diagrams, images or sounds, which are: <ul style="list-style-type: none"> (a) embodied in any electronic or tangible medium; and (b) supplied or in respect of which access is granted to one Partner by any other Partner, in relation to the provision of Relevant Services; or (c) output or produced by a Partner in providing, receiving and/or in connection with the Relevant Services.
Deed of Adherence	means a deed in the form set out in Schedule 9.
Developed Materials	has the meaning given in Clause 20.11.1 (<i>Intellectual Property Rights</i>).
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes and claims), including any dispute, difference or question of interpretation relating to the Relevant Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Partners to resolve an issue by reference to the Dispute Resolution Procedure.
Dispute Resolution Procedure	means the dispute resolution procedure set out in Part 10 (<i>Dispute Resolution Procedure</i>).
Escalation Process	has the meaning given in Clause 59 (<i>Escalation</i>).
Excluded Costs	means the costs defined in Clause 30 (<i>Definition of Excluded Costs</i>), as amended from time to time by the Partners.
Expert	means the person appointed by the Partners in accordance with Clause 61 (<i>Expert determination</i>).
Head of Shared Services	is defined in Schedule 3 (<i>The MFSS Bodies</i>).

<p>Insolvency Event</p>	<p>means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ul style="list-style-type: none"> (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; (b) the filing of a notice of intention to appoint of an administrator of, the filing of a notice of appointment of an administrator of, or the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or levying distress over, or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; (c) the entity proposing to enter into, or entering into, an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors; (d) the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (e) the entity proposing to enter into, or entering into, any arrangement, compromise or composition in satisfaction of its debts with its creditors. <p>However, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a <i>bona fide</i> reconstruction or amalgamation will not amount to an Insolvency Event, provided the Partners (other than the entity subject to the Insolvency Event) have been informed of, and have consented to, the implementation of such reconstruction or amalgamation. The Partners (not subject to the Insolvency Event) will act reasonably in deciding whether to consent to the implementation of such reconstruction or amalgamation.</p>
<p>Intellectual Property Rights</p>	<p>mean patents, trademarks, service marks, domain names, design rights (whether registrable or otherwise), applications for any of the foregoing, copyrights, database rights, know-how, trade or business names and other similar rights or obligations, whether registrable or not, in any country (including but not limited to the UK) for</p>

	the full term of the rights together with any extensions.
Law	means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
Mediator	means the independent third party appointed in accordance with Clause 60 (<i>Mediation</i>).
MFSS Bodies	means the <ul style="list-style-type: none"> (a) the Head of Shared Services; (b) the MFSS Management Board; and (c) the MFSS Joint Committee and “ MFSS Body ” shall be construed accordingly.
MFSS	means the shared services centre of excellence originally set up by Cheshire and Northamptonshire pursuant to the Original Agreement to provide the Multi-Force Shared Services.
MFSS Commencement Date	means 1 st April 2012;
MFSS Costs	means all of the costs of running the MFSS including the Approved Costs and excluding the Excluded Costs.
MFSS Hardware	means the hardware to be purchased by Cheshire from Capgemini pursuant to the Capgemini Agreement or from other third parties in relation to the MFSS.
MFSS Joint Committee	means the joint committee of the Partners, formed under the provisions of sections 101 and 102 of the Local Government Act 1972 to secure the efficient and effective governance of this Agreement (as specifically effected pursuant to section 23 Police Act 1996 (as amended)) and as further defined in Schedule 3 (<i>The MFSS Bodies</i>).
MFSS Network Connections	means the network connections and components to be provided by Capgemini to Cheshire pursuant to the Capgemini Agreement.
MFSS Premises	is defined in Clause 18 (<i>MFSS Premises</i>).
MFSS Property	is defined in Clause 19 (<i>MFSS Property</i>).
MFSS Software	means the software to be purchased by Cheshire either from Capgemini pursuant to the Capgemini Agreement or

	from other third parties in relation to the MFSS.
MFSS Management Board	is defined in Schedule 3 (<i>The MFSS Bodies</i>).
MFSS System	means the computer system comprising the MFSS Hardware, the MFSS Software and the MFSS Network Connections and any software, hardware or components provided by a Partner pursuant to Clause 19 (<i>MFSS Property</i>).
Multi-Force Shared Services	means all of the services provided by the MFSS, as defined in Schedule 1 (<i>The Multi-Force Shared Services</i>).
New Partner	means any new Police and Crime Commissioner or other policing body who joins the MFSS after the date of this Agreement and who adheres to the terms of this Agreement by signing a Deed of Adherence in accordance with Clause 5 (<i>New Partner Deed of Adherence</i>).
Non-Lead Partner	means any Partner other than Cheshire.
On-boarding Activities	means the activities described in Schedule 4 (<i>On-boarding Activities and the On-boarding Project Plan</i>).
On-boarding Project Plan	means the plan set out in Schedule 4 (<i>On-boarding Activities and the On-boarding Project Plan</i>).
Original Agreement	means the Collaboration Agreement dated 13 November 2012 entered into between Cheshire and Northamptonshire.
Partner	means Cheshire, Northamptonshire, Nottinghamshire and any and all New Partners.
Phase	means the relevant phase (if any) in the roll out of the Relevant Services in accordance with the On-boarding Project Plan .
Project Data	means: <ul style="list-style-type: none"> (a) all data relating to procedures for provision of the Multi-Force Shared Services (or any part of them) generated by or on behalf of any Partner or Capgemini; (b) all drawings, reports, documents, plans, formulae, calculations and other data relating to the provision of the Multi-Force Shared Services; and (c) any other materials, documents and or data acquired, brought into existence or used in

	relation to the Multi-Force Shared Services, in each case which are not Data.
Quarter	means a period of three months starting on any of the Quarter Days, provided that the first Quarter will be the period commencing on the MFSS Commencement Date and ending on the day immediately preceding the next Quarter Day and the last Quarter will be the period ending on the last day of the term of this Agreement and commencing on the immediately preceding Quarter Day and Quarterly will be construed accordingly.
Quarter Days	means 1 January, 1 April, 1 July and 1 October and Quarter Day will be construed accordingly.
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Partners and " Regulatory Body " shall be construed accordingly .
Relevant Commencement Date	is defined in Schedule 4.
Relevant Services	means those parts of the MFSS Services to be provided by the MFSS to the relevant Partner, as specified in Schedule 1 (as amended by any Deed of Adherence or by agreement of the Partners).
Replacement Supplier	means the entity (whether the relevant Partner itself or a third party) that will provide any services which are substantially similar to any of the Relevant Services and which a Partner receives in substitution for any of the Relevant Services following termination of those Relevant Services or this Agreement (as appropriate).
Termination Costs	has the meaning given in Clause 79 (<i>Definition of Termination Costs</i>).
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales.

2 Interpretation

In this Agreement, unless expressly stated otherwise:

- (a) **Agreement:** references to this Agreement means:
 - (i) the Clauses;
 - (ii) the Schedules; and
 - (iii) any other documents referred to or attached to the above documents;
- (b) **Singular:** the singular includes the plural and vice versa;
- (c) **Gender:** reference to a gender includes the other gender and the neuter;
- (d) **Law:** references to the Law include statutes, by-laws, regulations, rules, subordinate or delegated legislation and orders. Any reference to Laws is to that legislation as at the date of signature of this Agreement but where the reference relates to an obligation arising or to be performed after the date of signature of this Agreement, it refers to any replacement, restatement or variation of that legislation from time to time;
- (e) **Clauses:** references to Clauses are, unless otherwise provided, references to the Clauses of this Agreement;
- (f) **Schedules:** references to Schedules are, unless otherwise provided, references to the schedules to this Agreement. All the Schedules are integral parts of this Agreement;
- (g) **This Clause:** the expression this Clause or this Schedule, unless followed by the number of a specific part of the Clause or Schedule, refers to the whole Clause or Schedule in which it occurs;
- (h) **Calendar:** references to days, months or years mean calendar days, months or years unless stated to the contrary;
- (i) **Time:** references to time are to London time;
- (j) **Software:** Software or software includes system files, routines and templates;
- (k) **Headings:** the headings in this Agreement are for ease of reference only and will not affect its interpretation;
- (l) **Amendments to this Agreement:** references to this Agreement or any other document are references to this Agreement or that other document, as varied, novated, supplemented or replaced from time to time and include all Schedules and Annexes;
- (m) **Successors in title and transferees:** a reference to any person, including a Partner, includes that person's lawful successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Agreement);
- (n) **Related words:** where this Agreement defines a word or expression, related words and expressions have a consistent meaning;
- (o) **Accounting terms:** accounting terms will be construed so as to be consistent with generally accepted accounting principles;

- (p) **Dates:** a reference to a date is to the day commencing on such date;
- (q) **Agreed form documents:** a document in agreed form is a document which is previously agreed in writing in accordance with Clause 11 (*Voting and decision making*); and
- (r) **Obligation to act reasonable:** unless expressly provided otherwise, any reference in this Agreement to a Partner being required to act reasonably or not to act unreasonably (or any similar or analogous expression or phrase) will be construed as if the test of reasonableness was an objective test of the reasonableness (or otherwise) of that Partner, and the test will take into account such questions of regulatory requirements, safety, security and funding availability which might properly be expected to form part of the judgment of that Partner.

PART 2 – THE MULTI-FORCE SHARED SERVICES

3 Termination of Original Agreement

- 3.1 The Original Agreement is terminated with effect from the date of this Agreement.
- 3.2 Save as provided in Clause 3.3, Cheshire and Northamptonshire hereby mutually release each other from their obligations under the Original Agreement as at and with effect from the date of this Agreement.
- 3.3 Termination of the Original Agreement shall not affect or prejudice any claim or demand that Cheshire or Northamptonshire may have against each other under or in connection with the Original Agreement arising before the date of this Agreement.

4 Northamptonshire and Nottinghamshire

- 4.1 The MFSS shall provide the Relevant Services to Northamptonshire in accordance with this Agreement with effect from the date of this Agreement.
- 4.2 The MFSS shall provide the Relevant Services to Nottinghamshire in accordance with this Agreement, once the On-boarding Activities for Nottinghamshire have been completed. The On-boarding Activities and On-boarding Project Plan for Nottinghamshire are set out in Schedule 4 (*On-boarding Activities and On-boarding Project Plan*).
- 4.3 The MFSS and Nottinghamshire will maintain and update the On-boarding Activities and the On-boarding Project Plan for Nottinghamshire as necessary in accordance with the Change Control Procedure.

5 New Partner Deed of Adherence

- 5.1 If a Police and Crime Commissioner wishes to join the MFSS, he or she shall execute a Deed of Adherence. On executing the Deed of Adherence, he or she shall be bound by the terms of this Agreement and shall become a New Partner for the purposes of this Agreement.
- 5.2 The Partners agree and hereby authorise Cheshire to sign any Deed of Adherence for and on behalf of the MFSS.

6 On-boarding process

- 6.1 The MFSS shall provide the Relevant Services to the New Partner in accordance with this Agreement, once the On-boarding Activities for the New Partner have been completed.
- 6.2 The MFSS and the New Partner will agree a project plan for the On-boarding Activities to ensure that the On-boarding Activities are carried out efficiently and in a timely manner before the Relevant Commencement Date (**On-boarding Project Plan**).
- 6.3 A description of the On-Boarding Activities and the On-boarding Project Plan for the New Partner will be set out in the relevant Deed of Adherence and attached to Schedule 4 (*On-Boarding Activities and the On-boarding Project Plan*).

- 6.4 The MFSS and the New Partner will maintain and update the On-Boarding Activities and the On-boarding Project Plan for the New Partner as necessary in accordance with the Change Control Procedure.
- 6.5 Each Partner agrees to co-operate with the other Partners (as reasonably necessary) to enable the On-Boarding Activities to be completed.

7 Service reporting

- 7.1 The Head of Shared Services will:
- (a) monitor progress against any and all On-boarding Project Plan(s);
 - (b) report to the MFSS Management Board on progress against any and all On-boarding Project Plan(s) at each monthly meeting of the MFSS Management Board; and
 - (c) within 10 Working Days of the end of each month, provide each Partner with individual monthly reports on the performance of the MFSS and provision of the Relevant Services.

PART 3 – THE MULTI-FORCE SHARED SERVICES BODIES

8 Establishment of the MFSS Bodies

The Partners will maintain the MFSS Bodies specified in Schedule 3 (*The MFSS Bodies*).

9 Obligations of the MFSS Bodies

Where this Agreement states that any of the MFSS Bodies will carry out a particular action, the intention is that the Partners will use all reasonable endeavours to ensure that the relevant body, team or manager will carry out the relevant action.

10 Changes in the MFSS Bodies

10.1 A New Partner shall be entitled to appoint a representative to the MFSS Management Board and to the MFSS Joint Committee and each such representative will be set out in the relevant Deed of Adherence.

10.2 Subject to Clause 10.1, the Partners will agree any change in the MFSS Bodies under the Change Control Procedure.

11 Voting and decision making

11.1 Subject to Clause 47.2, all decisions of the Partners will be taken on the basis of agreement between all Partners, subject to any delegated authority granted to MFSS Bodies to agree Changes described in Schedule 3 (*The MFSS Bodies*).

11.2 If the Partners are unable to agree on any matter, the matter will be referred to the Dispute Resolution Procedure.

12 Meetings of the MFSS Bodies

12.1 The MFSS Bodies will convene meetings at the times specified and in accordance with Schedule 5 (*Meetings*).

PART 4 – SUPPORT FOR THE MULTI-FORCES SHARED SERVICES

13 Support for the Multi-Force Shared Services

Schedule 2 (*Support for the Multi-Force Shared Services*) specifies which Partner will provide which type of support for the Multi-Force Shared Services including:

- (a) premises for the MFSS, which will be provided in accordance with Clause 18 (*MFSS Premises*); and
- (b) hardware, software, agreements, data, documentation, materials and information, which will be provided in accordance with Clause 19 (*MFSS Property*) or 20 (*Capgemini Services*).

14 MFSS Staff

If Schedule 2 (*Support for the Multi-Force Shared Services*) states that:

- (a) particular individuals will be seconded by a Non-Lead Partner to Cheshire (as the lead force), then the relevant Non-Lead Partner will second the individual to Cheshire on the terms set out in Clause 15 (*Secondment of staff*); and
- (b) particular individuals will be transferred from one Partner to another Partner, then Clause 16 (*Transfer of Staff*) will apply.

15 Secondment of staff

15.1 Definitions

15.1.1 In this Clause, unless expressly stated otherwise, the following words and expressions will have the meaning given to them:

Employer	means whichever Partner employs the Secondee at the date of this Agreement or the relevant Deed of Adherence.
Employment Contract	means the terms of employment between each Secondee and the Employer, as amended from time to time in accordance with the usual procedures of the Employer
Management Issues	means all those matters under the relevant Employment Contract requiring action, investigation and/or decisions by the Employer, including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of a Secondee for any other reason; any complaint about a Secondee, including a complaint that a Secondee has acted outside the agreed terms of reference; and any complaint or grievance raised by a Secondee.

Secondee	means any individual to be seconded, as specified in Schedule 2 (<i>Support for the Multi-Force Shared Services</i>) (as amended from time to time).
Secondment	means the secondment of each Secondee by the Employer to Cheshire on the terms of this Agreement.
Secondment Period	means the period as defined in Clause 15.2 (<i>Secondment</i>).
Secondment Services	means the Multi-Force Shared Services functions or such other services to be undertaken by the relevant Secondee as may be agreed by the Employer and Cheshire from time to time.

15.2 Secondment

15.2.1 The Employer will second the Secondee(s) to Cheshire on either a full-time or part-time basis (as specified in Schedule 2 (*Support for the Multi-Force Shared Services*)) for the Secondment Period to provide the Secondment Services in accordance with the terms of this Agreement.

15.2.2 The Secondment Period will commence on the date specified in Schedule 2 (*Support for the Multi-Force Shared Services*) and will continue until:

- (a) expiry or earlier termination of this Agreement;
- (b) termination of the provision of the Relevant Services to the Employer;
- (c) terminated by Cheshire or the Employer giving not less than one month's prior written notice to the Employer or Cheshire (as appropriate) at any time; or
- (d) terminated in accordance with Clause 15.10 (*Summary termination*).

15.3 Secondment Services

15.3.1 The Employer will procure that the Secondees will provide the Secondment Services at the location for the Secondment Services as agreed between the Employer and Cheshire.

15.3.2 The Employer will procure that the Secondees will work such hours as are reasonable and necessary for the proper performance of the Secondment Services.

15.3.3 The Employer will procure each Secondee will during his/her Secondment:

- (a) unless prevented by incapacity, devote the whole of his/her working time, attention and abilities to the Secondment Services, except to the extent that Schedule 2 (*Support for the Multi-Force Shared Services*) states that the Secondment is on a part-time basis;
- (b) faithfully and diligently serve the MFSS and use his/her best endeavours to promote, protect, develop and extend the business of the MFSS and in particular act in accordance with any agreed terms of reference;

- (c) not enter into any arrangement on behalf of the MFSS which is outside the normal course of business or his/her normal duties or which contains unusual or onerous terms; and
- (d) promptly make such reports to the Head of Shared Services on any matters concerning the affairs of the MFSS and at such times as are reasonably required.

15.4 **Secondees' employment**

15.4.1 Each Employment Contract will remain in force during the Secondment Period.

15.4.2 The Employer will use reasonable endeavours (subject to consultation and agreement with the relevant staff) to make any necessary changes to the terms of each Employment Contract so that it can second the relevant Secondee to Cheshire to provide the Secondment Services in accordance with the terms of this Agreement.

15.4.3 Neither Cheshire nor any Non-Lead Partner will, (and will ensure that the Secondee shall not) do anything that will breach the relevant Employment Contract and no Partner (other than the Employer) will have any authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.

15.4.4 The MFSS and each of the Partners (other than the Employer) will provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as a Secondee's employer.

15.4.5 Where Schedule 2 (*Support for the Multi-Force Shared Services*) states that a Secondment is on a part-time basis, the relevant Secondee may be required to undertake some work for the Employer during the Secondment Period. The Employer will liaise with the MFSS to agree the basis upon which the Secondee's time will be allocated between the Employer and the MFSS and will endeavour to apportion the Secondee's time in a way that accommodates the reasonable operational requirements of the MFSS.

15.4.6 Clause 20.11 (*Intellectual Property Rights*) will apply to all documents, manuals, hardware and software provided for the Employee's use by the MFSS, and any data or documents (including copies) produced, maintained or stored on the MFSS's computer systems or other electronic equipment (including mobile phones).

15.5 **Payments**

15.5.1 The Employer will:

- (a) continue to pay each Secondee's salary and any allowances, provide any benefits due to that Secondee or his/her dependants, make any payments to third parties in relation to that Secondee and make any deductions that it is required to make from the Secondee's salary and other payments; and
- (b) refund each Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by that Secondee during the Secondment Period in or in connection with the exercise of the Secondment Services, if such expenses are evidenced in such manner as the MFSS may specify from time to time.

15.5.2 Part 7 (*MFSS Costs*) describes the adjustments that will be made by the Partners to ensure that each Partner pays the agreed percentage of the costs referred to in Clause 15.5.1 (*Payments*).

15.6 **Management during a Secondment**

15.6.1 The Employer will continue to deal with any Management Issues concerning a Secondee during the Secondment Period, where relevant following consultation with the Head of Shared Services.

15.6.2 The Head of Shared Services will have day-to-day control of a Secondee's activities and will be responsible for ensuring that the Secondee acts in accordance with all agreed terms of reference. But he or she will, as soon as reasonably practicable, refer any Management Issues concerning the Secondee that come to his or her attention to the Employer.

15.6.3 Each Partner will inform the other Partners as soon as reasonably practicable of any other significant matter of which it is (or becomes) aware that may arise during the Secondment Period relating to a Secondee or his/her employment.

15.6.4 The Employer will use its reasonable endeavours to procure that a Secondee will notify the Head of Shared Services if the Secondee identifies any actual or potential conflict of interest between the MFSS, Cheshire and the Employer during the Secondment Period.

15.7 **Leave**

15.7.1 The Secondees will continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with their Employment Contract, and will remain subject to the Employer's approval and notification procedures.

15.7.2 The Employer will consult with the Head of Shared Services before approving any holiday request made by a Secondee.

15.8 **Data protection**

The Employer will ensure that each Secondee has consented to the Head of Shared Services processing data relating to the Secondees for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to that Secondee, including, as appropriate, data about his/her:

- (a) physical or mental health or condition to monitor sick leave and take decisions as to the Secondee's fitness for work; and
- (b) racial or ethnic origin or religious or similar beliefs in order to monitor compliance with the equal opportunities legislation.

15.9 **Confidentiality**

15.9.1 The Employer will use its reasonable endeavours to procure that no Secondee will:

- (a) (except in the proper course of the Secondment Services, as required by law or as authorised by the Head of Shared Services) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and will use his best endeavours to prevent the use

or communication of) any Confidential Information relating to the MFSS (or any of the other Partners) that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the relevant Secondee's unauthorised disclosure; or

- (b) make (other than for the benefit of the MFSS) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the MFSS or use such records (or allow them to be used) other than for the benefit of the MFSS. All such records (and any copies of them) will be the property of the MFSS and will be handed over to Head of Shared Services by the relevant Secondee on the termination of this Agreement or at the request of the Head of Shared Services at any time during the Secondment Period.

15.9.2 Nothing in this Agreement will prevent any Secondee from disclosing information that he/she is entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

15.10 Summary termination

15.10.1 The Employer may terminate the Secondment of any Secondee with immediate effect without notice or payment in lieu of notice on the termination of the Employment Contract as a result of the Secondee's gross misconduct, resignation or retirement. Any delay by the Employer in exercising such right to terminate will not constitute a waiver of such rights.

15.10.2 The MFSS Management Board may, in liaison with the Head of Shared Services, terminate the Secondment of any Secondee with immediate effect without notice or payment in lieu of notice:

- (a) on the termination of the Employment Contract;
- (b) upon the decision of the MFSS Management Board to authorise removal of the Secondee from the MFSS; or
- (c) if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this Agreement.

Any delay by the MFSS Management Board in exercising such right to terminate will not constitute a waiver of such rights.

15.11 Obligations following termination

Upon termination of each Secondment, howsoever arising, the Employer will use its reasonable endeavours to procure that the relevant Secondee will:

- (a) deliver to the MFSS all documents (including, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by him/her during the Secondment and relating to the business or affairs of the MFSS or its or their clients, customers or suppliers and any other property of the MFSS which is in his/her possession, custody, care or control;

- (b) irretrievably delete any information relating to the business of the MFSS stored on any magnetic or optical disc or memory and all matter derived from such sources which is in his/her possession, custody, care or control outside the premises of the MFSS; and
- (c) confirm in writing and produce such evidence as is reasonable to prove compliance with his/her obligations under this Clause 15.11 (*Obligations following termination*).

15.12 Replacement of Secondees

In the event of the termination of a Secondment pursuant to Clause 15.10.2, the Employer will use its reasonable endeavours to provide an appropriate replacement Secondee. Insofar as is possible, the Employer will endeavour to provide a Secondee whose skills and experience are equivalent to those of the Secondee being replaced. The acceptability of any proposed Secondee will be determined at the discretion of the Head of Shared Services.

15.13 Liability

15.13.1 The Employer will take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance to cover any loss, injury and damage caused by or to a Secondee in the course of providing the Secondment Services.

15.13.2 During the Secondment Period, the MFSS will fulfil all duties relating to a Secondee's health, safety and welfare as if the MFSS was his/her employer and will comply with the Employer's reasonable requests in connection with the Employer's duties in relation to that Secondee.

15.13.3 Each Partner (other than the Employer) acknowledges that during the Secondment Period the Employer is not responsible for the way in which the relevant Secondee provides the Secondment Services and waives all and any claims that it may have against the Employer arising out of any act or omission of that Secondee during the Secondment Period whilst acting in accordance with the agreed terms of reference as directed by the Head of Shared Services.

15.13.4 Part 7 (*MFSS Costs*) describes the adjustments which will be made by the Partners to ensure that each Partner pays the agreed percentage of the costs relating to any loss, injury, damage or costs suffered, sustained or incurred by:

- (a) a Secondee in relation to any loss, injury, damage or costs arising out of any act or omission by the MFSS or any Partner during the Secondment Period; or
- (b) a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Secondee,

in either case whilst acting in accordance with the agreed terms of reference and as directed by the Head of Shared Services during the Secondment Period.

15.14 Non-Application of TUPE to Secondment Services

The Partners do not consider that the secondment of employees contemplated by this Clause 15 is one to which TUPE will apply.

15.15 Indemnity by the Partners

Notwithstanding the Partners' belief that TUPE does not apply to any secondment pursuant to this Clause 15, in the event that any employees of any Partner (**Party 1**) should contend that their employment should have transferred to any other Partner (**Party 2**) under TUPE, Party 1 will indemnify Party 2 against all liabilities, losses, charges, costs, claims or demands in connection with Party 1's employees employment or termination of their employment (to include Party 1's obligation to consult with appropriate representatives of affected employees) save for any claims, proceedings, liability, expenses, awards or costs (including legal costs) in connection with Party 2's failure to comply with its obligations under TUPE.

16 Transfer of staff

16.1. Transfer on Commencement of Services

The Partners recognise that TUPE may apply to the provision of Multi-Force Shared Services under this Agreement, but should TUPE apply, the Partners agree that:

- 16.1.1. The police staff concerned shall transfer from the relevant Non-Lead Partner to Cheshire on the Relevant Commencement Date
- 16.1.2. Each Non-Lead Partner shall supply to Cheshire a list, as at the Relevant Commencement Date, detailing the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those employees who it is expected, if they remain in the employment of those Non-Lead Partners would be transferring employees, and hereby warrants the accuracy or completeness of this information. Should any information be inaccurate or incomplete, the Non-Lead Partner supplying the information agrees to indemnify the other Partners in respect of any claim that may arise as a result of inaccurate or incomplete information (together with associated costs of any such claim).
- 16.1.3. In the event that the information provided by the relevant Non-Lead Partner in accordance with Clause 16.1.2 becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Non-Lead Partner becoming aware that the information originally given was inaccurate, the Non-Lead Partner shall notify Cheshire of the inaccuracies and provide the amended information.
- 16.1.4. The Partners shall take all reasonable steps, including co-operation with reasonable requests for information, to ensure that any relevant transfer pursuant to this Agreement takes place smoothly with the least possible disruption to the Partners and to the employees who transfer.
- 16.1.5. Each Non-Lead Partner shall supply to Cheshire, no later than 5 Working Days prior to the transfer date of any staff, true copies of their union recognition agreement(s) and Cheshire shall, in accordance with TUPE, recognise the trade unions representing transferring employees after the transfer to the same extent as they were recognised by the other participating Partners before the transfer date.
- 16.1.6. Cheshire, shall as soon as reasonably practicable and in any event within 5 Working Days following a written request by any Non-Lead Partner, provide details of any measures which it envisages it will take in relation to any employees who are, or who will be, the subject of a relevant transfer.
- 16.1.7. Should any transferred employee be subject of redeployment and therefore at risk of dismissal by reason of redundancy the Partners agree to use their best endeavours to identify suitable alternative employment for such persons.
- 16.1.8. The Non-Lead Partners expressly agree and warrant that the service of all staff transferring to Cheshire in accordance with this Agreement or, who after transferring to Cheshire, subsequently return to the original employing Non-Lead Partner or transfer to the another participating Non-Lead Partner, shall have their service recognised within

the other participating Non-Lead Partners and Cheshire, for all employment and employment related purposes (i.e. employment will be considered as continuous service), including membership of the Local Government Pension Scheme.

16.1.9. In the event of redundancies within the MFSS as a result of a transfer under TUPE, the relevant Non-Lead Partner (who was the original employer of the employee being made redundant) will indemnify Cheshire against all liabilities, losses, charges, costs, claims or demands in connection with the termination of their employment (to include the Non-Lead Partner's obligation to consult with appropriate representatives of affected employees) save for any claims, proceedings, liability, expenses, awards or costs (including legal costs) in connection with Cheshire's failure to comply with its obligations under TUPE.

16.2. Transfer on Exit

16.2.1. The Partners recognise that TUPE may apply on termination or expiry of this Agreement in whole or in part, and should TUPE apply, the police staff concerned shall transfer from Cheshire to the relevant Non-Lead Partner or a third party.

16.2.2. During the period of six (6) months preceding the expiry of this Agreement or following a notice to terminate this Agreement and within twenty (20) Working Days of being so requested by the relevant Non-Lead Partner, Cheshire shall fully and accurately disclose to the relevant Partner for the purposes of TUPE all information relating to its employees engaged in providing the Multi-Force Shared Services under this Agreement, in particular, but not necessarily restricted to the following:

16.2.2.1. the total number of staff whose employment is liable to be terminated on expiry or termination of this Agreement but for any operation of law; and

16.2.2.2. for each person, age and gender, details of their salary, and pay settlements covering that person which related to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed staff do not have to be given); and

16.2.2.3. full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and

16.2.2.4. details of pension entitlements, if any; and

16.2.2.5. job titles of the members of staff affected and the qualifications required for each position.

16.2.3. Cheshire shall permit the relevant Non-Lead Partner to use the information for the purposes of TUPE and retendering of services similar to the Multi-Force Shared Services. Cheshire will co-operate with the retendering by allowing any alternative or prospective new supplier to communicate with and meet the affected employees and / or their representatives.

16.2.4. Cheshire agrees to indemnify the Non-Lead Partners fully and hold them harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 16.2.2.

16.2.5. If a Non-Lead Partner exercises its right to unilaterally terminate its participation in the Multi-Force Shared Services pursuant to Clause 76.2, that Non-Lead Partner agrees to indemnify Cheshire and the remaining Non-Lead Partners fully and to hold them harmless from and against all actions, proceedings, claims, expenses, awards, costs, and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Non-Lead Partner's participation in the Multi-Force Services is terminated and / or transferred to any third party ("relevant transfer date") arising out of their employment or its termination whether such claim or claims arise before or after the relevant transfer date.

16.2.6. In the event that the information provided by Cheshire in accordance with Clause 16.2.2 becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of Cheshire becoming aware that the information originally given was inaccurate, Cheshire shall notify the relevant Non-Lead Partner of the inaccuracies and provide the amended information.

16.3. Employment Costs

16.3.1. The Partners agree that any costs incurred by a Partner arising as a reason of TUPE (other than any costs covered by the indemnities in Clauses 16.1 and 16.2) will be treated by the Partners as Employment costs and dealt with pursuant to Part 7 of this Agreement.

16.3.2. The provisions of this Clause 16 shall apply during the continuance of this Agreement and indefinitely after its termination.

17 Making available staff

Without prejudice to Clause 14 (*MFSS Staff*) and Clause 15 (*Secondment of staff*), each Partner agrees that it will use all reasonable endeavours to make available for the benefit of the MFSS any of its employees who may be needed to attend meetings and perform such other similar short-term ad hoc activities. The cost of making these employees available will not be included in the Approved Costs unless stated to the contrary in Schedule 2 (*Support for the Multi-Force Shared Services*).

18 MFSS Premises

18.1 If Schedule 2 (*Support for the Multi-Force Shared Services*) states that a Partner (**Licensor**) will provide premises for the MFSS (**MFSS Premises**), then Clauses 18.2 to 18.7 (*MFSS Premises*) will apply to the Licensor and the other Partners (**Licensees**).

18.2 The Licensor will allow the Licensees and their agents reasonable non-exclusive access to the MFSS Premises to the extent necessary for Licensees to comply with their obligations under this Agreement. The access will be granted during the normal opening hours for the relevant premises. If access is required outside the normal opening hours for the relevant premises, Licensees will arrange an appointment in advance with the Licensor in accordance with the Licensor's normal procedures for the MFSS Premises.

18.3 The authority given in Clause 18.2 (*Access to the MFSS Premises*) is personal to the Licensees and is not assignable and does not permit Licensees to authorise anyone else to use the MFSS Premises.

18.4 The Licensees will make sure that all of its employees and agents attending the MFSS Premises:

- (a) sign confidentiality undertakings on terms similar to Clause 65 (*Confidentiality*);
- (b) sign in and out of the MFSS Premises;
- (c) carry and keep visible suitable means of identification;
- (d) comply with reasonable regulations applying to conduct at the MFSS Premises, as notified by the Licensor to the Licensees; and

- (e) comply with lawful directions given by authorised personnel of the Licensor relating to conduct on the MFSS Premises.
- 18.5 The Licensor reserves the right at any time:
- (a) to examine all equipment and search all bags on entry to or exit from the MFSS Premises; and
 - (b) to refuse to admit to any of the MFSS Premises any person whose admission would, in the reasonable opinion of Licensor, be undesirable.
- 18.6 Each Partner will be liable for any damage caused to the MFSS Premises by its employees, agents and invitees.
- 18.7 Each of the Licensees will be responsible for insuring (or electing not to insure) any of its equipment or property (including the Licensee's MFSS Property) that it brings on to the MFSS Premises.
- 18.8 Unless otherwise agreed in writing, each Licensee will be responsible for any equipment or property (including the Licensee's MFSS Property) that it brings on to the MFSS Premises and will remove it when requested by the Licensor in writing.
- 18.9 The Licensor will have no responsibility for any loss of or damage to any equipment or property (including the Licensee's MFSS Property) except for loss or damage caused by the wilful or negligent acts or omissions of the Licensor or its employees, agents or representatives.

19 MFSS Property

- 19.1 If Schedule 1 (*Support for the Multi-Force Shared Services*) states that a Partner will provide hardware, software, agreements, data, documentation, materials and information for the MFSS (**MFSS Property**) then the relevant Partner (**Relevant Partner**) will provide the MFSS Property for the period specified in Schedule 1 (*Support for the Multi-Force Shared Services*) on the following terms:
- (a) the MFSS may use the MFSS Property solely to the extent necessary for the provision of the Multi-Force Shared Services;
 - (b) the other Partners may use the MFSS Property solely to the extent necessary for the receipt of the Multi-Force Shared Services;
 - (c) the MFSS and the other Partners will comply with any reasonable directions made by the Relevant Partner from time to time relating to use of the MFSS Property;
 - (d) the other Partners will grant the Relevant Partner reasonable access to any MFSS Property at any time at the request of the Relevant Partner;
 - (e) (to the extent to which the MFSS Property comprises software) the Relevant Partner will ensure that all Partners are licensed to use the software for the period specified in Schedule 2 (*Support for the Multi-Force Shared Services*);
 - (f) the costs relating to the MFSS Property will be governed (where relevant) by Part 7 (*MFSS Costs*).

20 Capgemini Services

20.1 Lead force

20.1.1 The Non-Lead Partners agree that Cheshire will act as lead force in entering into the Capgemini Agreement and instructing Capgemini to provide or procure:

- (a) goods and services for the MFSS; and
- (b) goods and services required by Nottinghamshire and/or a New Partner as part of the On-boarding Activities.

20.1.2 This Clause 20 (*Capgemini Services*) deals with the implications of Cheshire's role as lead force vis-à-vis the Non-Lead Partners.

20.2 Capgemini third party software

20.2.1 Cheshire will notify the Non-Lead Partners of the price and terms of any software licences for MFSS Software that Cheshire is to procure for Cheshire and the Non-Lead Partners in respect of the Multi-Force Shared Services.

20.2.2 Each Non-Lead Partner will then instruct Cheshire how many user licences it requires in respect of the MFSS Software in accordance with Clause 20.6 (*Orders or amendments*).

20.2.3 Cheshire will act as lead force and take out software licences as requested by any Non-Lead Partner, with the relevant third parties for the MFSS Software on or before the date specified in the relevant On-boarding Project Plan.

20.2.4 The relevant Non-Lead Partners will, if requested by Cheshire, provide reasonable assistance in obtaining the software licences with the relevant third parties for the MFSS Software.

20.2.5 The relevant Non-Lead Partners will enter into agreements required by the third party licensors of the MFSS Software, where reasonable.

20.2.6 None of the Partners will place the other Partners in breach of the licences for the MFSS Software. Cheshire will ensure that the Non-Lead Partners are notified of the terms of the relevant licences. In particular, each Non-Lead Partner agrees not to exceed the number of user licences it has requested or breach the other restrictions upon its use of the MFSS Software.

20.2.7 Cheshire will invoice each Non-Lead Partner for the agreed cost of all software licences taken out following the Non-Lead Partner's request for user licences under this Clause 20.2 (*Capgemini third party software*). Cheshire will ensure that the invoice includes a purchase order number applicable to the relevant Non-Lead Partner in accordance with Clause 38 (*Purchase orders*). The Non-Lead Partner will pay the invoice within 14 days of receipt of the invoice.

20.2.8 Cheshire does not give any warranties in respect of the MFSS Software, and the Non-Lead Partners' sole rights and remedies in respect of the MFSS Software is as set out in Clause 20.8.2 (*Rights and remedies*).

20.2.9 For the avoidance of doubt, Cheshire confirms that it will instruct Capgemini to procure the above software licences in the relevant Non-Lead Partner's name following a request from such Non-Lead Partner respectively, so that the relevant Non-Lead Partner's use of the

software will not be ended by the termination or expiry of the Capgemini Agreement or any insolvency of Capgemini.

20.3 Capgemini hardware

Where Cheshire acts as lead force and procures hardware for the MFSS from Capgemini for the Non-Lead Partners under Clause 20.6 (*Orders or amendments*):

- (a) each Partner agrees to grant Capgemini a non-transferable licence to use the hardware for the term of the Capgemini Agreement solely for the provision of the MFSS Services;
- (b) unless stated to the contrary in Part 7 (*MFSS Costs*), the Non-Lead Partners will each compensate Cheshire for the Agreed Proportion of the payments made by Cheshire for the hardware under the Capgemini Agreement in accordance with Part 7 (*MFSS Costs*);
- (c) risk in the hardware will pass to Cheshire and the Non-Lead Partners in the Agreed Proportion on delivery of the hardware to the premises specified by Cheshire to Capgemini;
- (d) the Partners will (subject to each Partner having paid the costs referred to in Part 7 (*MFSS Costs*) in the Agreed Proportion) own the hardware jointly in the Agreed Proportion,

provided that, if for any reason the Non-Lead Partners have not paid for hardware procured by Cheshire for the MFSS in the Agreed Proportion (for example, because a New Partner joins the MFSS at a later stage or because Part 7 (*MFSS Costs*) states that the costs will be born in a different proportion) then:

- (a) risk in the hardware will pass to the Partners in the proportion that reflects the contribution each has made to the costs of the hardware; and
- (b) the Partners will own the hardware in the proportion that reflects the contribution each has made to the costs of the hardware.

20.4 Capgemini bespoke materials and commissioned materials

20.4.1 Cheshire will ensure that Capgemini grants the Non-Lead Partners a licence to use:

- (a) the Contractor Bespoke Materials (as defined in the Capgemini Agreement) on terms similar to clause 7.1 of the Capgemini Agreement; and
- (b) the Commissioned Materials (as defined in the Capgemini Agreement) on terms similar to clause 8.1.3 and clause 8.2 of the Capgemini Agreement.

20.4.2 The Non-Lead Partners will comply with the obligations in clause 7.1 and clause 8.1 of the Capgemini Agreement as if the term "*Customer*" was defined to refer to that Non-Lead Partner.

20.4.3 The Non-Lead Partners agree that any Commissioned Materials owned by Cheshire under clause 8.1.1 of the Capgemini Agreement will, if they have been paid for by the Partners in the Agreed Proportion, be owned by the Partners in the Agreed Proportion, provided that, if for any reason the Partners have not paid for the Commissioned Materials in the Agreed

Proportion (for example, because a New Partner joins the MFSS at a later stage or because Part 7 (*MFSS Costs*) states that the costs will be born in a different proportion) then the Partners will own the Commissioned Materials in the proportion that reflects the contribution each has made to the costs of the Commissioned Materials. Each Non-Lead Partner will comply with the obligations in clause 8.1.5 of the Capgemini Agreement as if the term “*Customer*” was defined to refer to that Non-Lead Partner.

20.5 Charges

20.5.1 Under Part 7 (*MFSS Costs*), each of the Non-Lead Partners will compensate Cheshire on demand for that Non-Lead Partner’s share of the payments made by Cheshire under the Capgemini Agreement.

20.5.2 For the avoidance of doubt, Cheshire confirms that the Non-Lead Partners will not be required to pay a commission or mark-up to Cheshire on the payments made by Cheshire under the Capgemini Agreement.

20.6 Orders or amendments

20.6.1 Cheshire will not submit any orders to Capgemini for the provision of goods or services under the Capgemini Agreement or agree any amendments to the Capgemini Agreement (unless the orders or amendments do not affect or relate to all of the Non-Lead Partners) without obtaining the prior written consent (such consent not to be unreasonably withheld or delayed) of all of the Non-Lead Partners to the order or amendment.

20.6.2 Following agreement with Cheshire in respect of the order or amendment, each affected Non-Lead Partner will then issue Cheshire with a purchase order. Cheshire will quote the purchase order number on all invoices submitted by Cheshire for payment by the relevant Non-Lead Partner.

20.7 Acts or omissions of each Partner

20.7.1 The Non-Lead Partners will not do any act or omission which would cause Cheshire to breach its obligations under the Capgemini Agreement (including under any work packages signed under the Capgemini Agreement).

20.7.2 Cheshire will be responsible vis-à-vis Capgemini for the acts or omission of Cheshire and the Non-Lead Partners under the Capgemini Agreement.

20.8 Rights and remedies relating to a Capgemini default

20.8.1 If there is a breach by Capgemini of the Capgemini Agreement, then the Non-Lead Partner’s sole rights and remedies will be as set out in this Clause 20.8 (*Rights and remedies relating to a Capgemini default*).

20.8.2 The Non-Lead Partners agree that they have no rights to claim directly against Capgemini under the Capgemini Agreement.

20.8.3 Cheshire agrees that it will obtain the consent (such consent not to be unreasonably delayed or refused) of each Partner affected by a breach by Capgemini of the Capgemini Agreement, if reasonably practicable before exercising any right or remedy, or issuing any consent or approval, under the Capgemini Agreement that will or is likely to have an adverse impact on that Partner.

20.8.4 If a Non-Lead Partner wishes Cheshire to enforce any rights, warranties, indemnities or other provisions (including Cheshire's rights to receive termination assistance from Capgemini) under the Capgemini Agreement:

- (a) that Non-Lead Partner will inform Cheshire of its desire that Cheshire exercise or enforce such rights;
- (b) Cheshire will then take all reasonable actions to exercise or enforce such rights against Capgemini. Cheshire will have the right to compromise or settle any such claims;
- (c) that Non-Lead Partner will provide all reasonable co-operation and information reasonably requested by Cheshire to assist it to exercise or enforce such rights against Capgemini;
- (d) that Non-Lead Partner will reimburse Cheshire for any reasonable costs and expenses incurred by it in complying with its obligations under Clause 20.8.4(b) (*Rights and remedies relating to a Capgemini default*) provided that Cheshire obtains that Non-Lead Partner's written approval for such expenses before they are incurred (such approval not to be unreasonably withheld or delayed); and
- (e) Cheshire will promptly pay to that Non-Lead Partner any Delay Payments and/or Service Credits (both as defined in the Capgemini Agreement), compensation, damages, costs or settlement moneys that it recovers on such Non-Lead Partner's behalf from Capgemini pursuant to Clause 20.8.4(b) (*Rights and remedies relating to a Capgemini default*), save that in circumstances where Cheshire and/or the Non-Lead Partners have also suffered losses as a result of the same failure by Capgemini, any such amounts recovered from Capgemini will be split between Cheshire and such Non-Lead Partners in a fair proportion taking into account the amount of losses suffered by each Partner.

20.9 Rights and remedies relating to a breach by Cheshire or another Partner

20.9.1 If Cheshire breaches its obligations under the Capgemini Agreement, except to the extent the breach is caused by an act or omission of one or more of the Non-Lead Partners to this Agreement, then:

- (a) Cheshire will not be able to recover any payments made to Capgemini in respect of such breach from any of the Non-Lead Partners; and
- (b) any Non-Lead Partner affected by the breach, will be able to recover from Cheshire any damages it suffers as a result of the breach by Cheshire of its obligations under the Capgemini Agreement subject to the limitations of liability set out in this Agreement.

20.9.2 To the extent that one or more of the Non-Lead Partners put Cheshire in breach of the Customer Obligations under the Capgemini Agreement:

- (a) the relevant Non-Lead Partner(s) will be liable to Cheshire for the payments made to Capgemini in respect of the breach and to the extent it or they contributed to the breach; and

- (b) Cheshire will be able to recover from the relevant Non-Lead Partner(s) any damages it suffers to the extent caused by the act or omission of the Non-Lead Partner.

20.10 Dispute resolution

20.10.1 Subject to Clause 20.10.3, the Non-Lead Partners agree that they will, at Cheshire's reasonable request (provided that Cheshire will be regarded as acting reasonably if its request is made on the basis of a request by Capgemini under the Capgemini Agreement), be added as an additional party to any dispute between Capgemini and Cheshire under the Capgemini Agreement.

20.10.2 Subject to Clause 20.10.3, the Non-Lead Partners will as applicable join the dispute resolution procedure set out in the Capgemini Agreement at the point in the timetable already reached by Cheshire and Capgemini, save that the joining of the applicable Non-Lead Partner:

- (a) in existing litigation proceedings will be governed by the rules of those proceedings; or
- (b) in existing arbitration proceedings will be governed by the rules of those proceedings.

20.10.3A Non-Lead Partner cannot be made a party to any dispute with Capgemini pursuant to Clause 20.10.1 or 20.10.2 if the dispute is in connection with or relates to a Dispute that has been referred to an Expert in accordance with Clause 61 (*Expert determination*).

20.11 Intellectual Property Rights

20.11.1 Subject to Clause 20.4 (*Capgemini bespoke materials and commissioned materials*), all Intellectual Property Rights in and title to all minutes, reviews, papers, reports, diagrams, designs, charts, databases and other works of authorship and all related drafts and working papers produced by the MFSS Bodies or otherwise commissioned by the MFSS Bodies (whether individually, collectively or jointly and on whatever media and whether written or prepared before or after the date of this Agreement), together, **Developed Materials**, will be owned jointly by and vest in the Partners in the Agreed Proportion, provided that, if for any reason the Partners have not paid for the Developed Materials in the Agreed Proportion (for example, because a New Partner joins the MFSS at a later stage or because Part 7 (*MFSS Costs*) states that the costs will be born in a different proportion) then the Partners will own the Developed Materials in the proportion that reflects the contribution each has made to the costs of the Commissioned Materials.

20.11.2 If reasonably requested to do so by Cheshire, each Partner will, without charge to any other Partner:

- (a) execute all documents and do all such further acts as the requesting Partner may require to give full effect to the provisions of this Clause 20.11 (*Intellectual Property Rights*); and
- (b) keep Cheshire informed of all matters relevant to the protection of the Developed Materials and will provide the Cheshire with all assistance that it may reasonably require and request in the protection and maintenance of the Developed Materials.

20.11.3 The Non-Lead Partners hereby unconditionally and irrevocably waive, or will ensure that the owner in any moral rights in the Developed Materials unconditionally and irrevocably waives, all such moral rights as may arise in them.

20.11.4 Where any Partner provides or discloses any information or materials in tangible or intangible form to any other Partner or any MFSS Body (**IPR Recipient**), whether at a meeting of a MFSS Body or otherwise, in connection with this Agreement which do not constitute Developed Materials or that Partner's Data the Partner:

- (a) hereby grants to each IPR Recipient a worldwide, non-exclusive, royalty-free licence (with power to sub-license) to copy, use and adapt such information and materials and (subject to Clause 65 (*Confidentiality*)) disclose the same in connection with this Agreement; and
- (b) will indemnify each IPR Recipient from and against any resulting infringement or alleged infringement by any person (including any other Partner) that the Intellectual Property Rights of that person in connection with the information or materials provided or disclosed to the IPR Recipient.

20.11.5 Each Partner will promptly report any individually created Developed Materials to the other Partners, and the relevant Partner will keep such Developed Materials secure.

21 Other property

For the avoidance of doubt, if the MFSS procures new hardware or other property for the provision of the Multi-Force Shared Services other than that covered by the other Clauses in this Part 4 (*Support for the Multi-Force Shared Services*), then the Partners will (subject to all Partners having paid the Agreed Proportion of the total cost of New Property in accordance with Part 7 (*MFSS Costs*)) own the New Property jointly in the Agreed Proportion, provided that, if for any reason the Partners have not paid for the Commissioned Materials in the Agreed Proportion (for example, because a New Partner joins the MFSS at a later stage or because Part 7 (*MFSS Costs*) states that the costs will be born in a different proportion) then the Partners will own the property in the proportion that reflects the contribution each has made to the costs of the relevant property.

PART 5 – BUSINESS OBJECTIVES.

22 Business Objectives

22.1 The Business Objectives in entering into this Agreement are that this Agreement is performed and the relationship between the Partners is managed in all respects in a manner and to the extent necessary or expedient so as to (**Business Objectives**):

- (a) **reduce cost** – reduce the overall cost of business services as a result of:
 - (i) economies of scale achieved through sharing services;
 - (ii) process improvements enabled by improved integrated technology; and
 - (iii) process improvements through business re-engineering,all of which will enable a reduction in the number of people required to deliver the Multi-Force Shared Services and result in improvements in asset management, procurement and duty management;
- (b) **improve quality** – improve the efficiency of the Multi-Force Shared Services and deliver the best possible services within available funds;
- (c) **reduce administration** – reduce the time spent by officers and staff on administration tasks;
- (d) **improve decision making** – improve decision making through better flow of data and information;
- (e) **improve management of resources** – improve the ability to manage resources throughout the organisation;
- (f) **frontline** – add value to the frontline;
- (g) **continuous improvement** – ensure continuous improvement in performance and continuous cost reduction through:
 - (i) improved visibility and audit;
 - (ii) reduction in technology platforms – reducing support requirements; and
 - (iii) delivery of services to other police forces;
- (h) **other services** - extend the Multi-Force Shared Services to services other than those currently listed in this Agreement; and
- (i) **customer satisfaction** – improve customer satisfaction.

23 Co-operation

Each of the Partners will:

- (a) take the steps contemplated by this Agreement and such other steps within its spheres of competence as will be reasonably necessary or expedient, in order to

secure the achievement of the Business Objectives, subject always to each Partner's regulatory requirements;

- (b) collaborate with the other Partners as required to the maximum extent possible and consistent with all applicable Laws;
- (c) establish within its organisation sufficient internal arrangements, including as to the deployment, leadership, training and development of personnel, to ensure that at all times:
 - (i) the relationship contemplated by this Agreement functions fully and efficiently in the manner best calculated to achieve the Business Objectives; and
 - (ii) all its personnel engaged in relation to the management of the relationship between the Partners understand and act in accordance with this Agreement;
- (d) continuously seek to improve the efficiency of the relationship between the Partners in order to achieve the Business Objectives;
- (e) where:
 - (i) this Agreement requires any proposal or decision to be made, Change to be considered, plan to be developed, matter to be agreed or that any administrative process be followed; or
 - (ii) this Agreement does not so require any of the above in Clause 23(e)(i) (*Co-operation*), but the Partners are considering how to proceed in relation to any matter,

proactively seek to do so in the manner best calculated to achieve the Business Objectives;
- (f) operate in all its dealings with the other Partners with the maximum transparency and openness which is consistent with compliance with Law; and
- (g) co-operate to demonstrate how, and the extent to which, each and all aspects of the relationship between the Partners and the performance of this Agreement delivers value for money to the Partners.

24 Annual review

On each anniversary of the MFSS Commencement Date, the Partners will review the operation of this Agreement and achievement of the Business Objectives and agree suitable actions.

PART 6 – RISK MANAGEMENT

25 Risk register and risk and issues logs

25.1 Risk register

The Partners will define, implement and maintain an accurate and comprehensive risk register, with risk mitigation paths, which identifies insofar as is reasonably possible all risks relating to the Multi-Force Shared Services.

25.2 Risk log and issues log

The Partners will develop and maintain a risk log and issues log that will include:

- (a) a workable escalation process that ensures risks and issues are brought to the attention of the appropriate people responsible, as required and in a timely fashion;
- (b) clearly defined classifications of risk and possible mitigation options;
- (c) roles and responsibilities related to the risk; and
- (d) next steps (escalation or resolution) being taken and target date for closure of the risk or issue.

25.3 Risk register and risk and issues logs

25.3.1 The risk register and risk and issues logs will be owned and controlled by the Partners.

25.3.2 Without prejudice to each Partner's other obligations under this Agreement, each Partner will resolve or, if full resolution is not possible, mitigate where possible any risks or issues relating to the Multi-Force Shared Services identified as being that Partner's responsibility in the risk and/or issues register or logs.

25.3.3 Subject always to Clause 25.4 (*Notice of risk*), the Partners will provide updates to the risk register and risk and issues logs as follows:

- (a) “red” risks – weekly;
- (b) “amber” risks – fortnightly; and
- (c) “green” risks – every four weeks;

where:

- (i) **red** means high probability and high impact;
- (ii) **green** means low probability and low impact (or opportunity); and
- (iii) **amber** means anything else.

25.3.4 Updates to the risk register and risk and issues logs will detail the status and progress of all risk management or mitigation steps that are being taken by (or have been tasked to) any of the Partners.

25.4 Notice of risk

If any Partner becomes aware of a risk or issue that has (or may have) a material impact on the Multi-Force Shared Services, it will immediately communicate details of that risk or issue (together with all supporting information available) to the other Partners.

26 Risk analysis report

The Partners will prepare and circulate an accurate and complete risk analysis report monthly (for red risks) and Quarterly (for other risk) taking into account the risk register and risk/issues logs referred to in Clause 25.3 (*Risk register and risk and issues logs*) that will:

- (a) analyse key business areas and processes that may be at risk in the course of the provision of the Multi-Force Shared Services;
- (b) evaluate both technical and operational risks;
- (c) evaluate and measure the seriousness, probability and impact of each risk; and
- (d) provide strategies for risk mitigation.

27 Business Continuity Plan

27.1 Preparation and content of detailed Business Continuity Plan

27.1.1 The current Business Continuity Plan is attached at Appendix 2. The Head of Shared Services will within 3 months of the date of this Agreement produce an updated Business Continuity Plan to reflect the addition of Nottinghamshire to the MFSS.. The Business Continuity Plan will demonstrate how the Multi-Force Shared Services will continue to be provided with minimum disruption in the event the plan is invoked. The plan will specify the events that will cause the plan to be invoked.

27.1.2 The Partners will provide inputs to the Business Continuity Plan as required by the Head of Shared Services.

27.2 Agreement of the detailed Business Continuity Plan

27.2.1 The Head of Shared Services will submit the Business Continuity Plan to the MFSS Management Board for agreement in accordance with Clause 11 (*Voting and decision making*).

27.2.2 The MFSS Management Board will:

- (a) review the Business Continuity Plan; and
- (b) accept or reject the Business Continuity Plan by serving written notice on the Head of Shared Services.

27.3 Updating the Business Continuity Plan

27.3.1 The Head of Shared Services will:

- (a) maintain and update the Business Continuity Plan throughout the term of this Agreement (including any updates required as a result of the addition of a New Partner or departure of an Exiting Partner at any time); and
- (b) submit any proposed updates to the Business Continuity Plan to the MFSS Management Board for approval at the next monthly meeting of the MFSS Management Board in accordance with Clause 11 (*Voting and decision making*).

27.3.2 If any of the Partners is of the view that the Business Continuity Plan may be insufficient to ensure that the Multi-Force Shared Services will continue to be provided with minimum disruption in the event the plan is invoked:

- (a) it will so notify the Head of Shared Services; and
- (b) the Head of Shared Services will produce for approval by the MFSS Management Board a change to the Business Continuity Plan to address the concerns raised by the Partner.

27.4 Invocation with the Business Continuity Plan

Without prejudice to its other obligations under this Agreement, the Head of Shared Services may invoke the Business Continuity Plan in the event of any disaster or incident in accordance with the terms of the Business Continuity Plan.

PART 7 – MFSS COSTS

28 Payments

- 28.1 The Partners agree that, subject to Clauses 28.2 to 28.4 (*Payments*), they will not be liable to pay any costs under this Agreement other than those specified in this Part 7 (*MFSS Costs*).
- 28.2 Clause 28.1 (*Payments*) is without prejudice to any liability a Partner may have to pay damages to another Partner as a result of a breach of this Agreement or the Capgemini Agreement or of any negligence by it.
- 28.3 A Partner will not be able to recover additional costs from the other Partner to the extent the additional costs have been incurred by that Partner as a result of its breach of this Agreement or the Capgemini Agreement or its own negligence.
- 28.4 A Partner will be able to recover 100% of additional costs from the other Partner to the extent the additional costs have been incurred by that Partner as a result of the other Partner's breach of this Agreement or the Capgemini Agreement or the other Partner's negligence.

29 Definition of Approved Costs

The **Approved Costs** mean the following costs:

- (a) **Employment costs** – (i) ongoing employment and other costs incurred by a Partner relating to members of the MFSS Bodies who are employees of the relevant Partner but seconded to the MFSS Bodies, whether on a full- or part-time basis. If the employee is allocated to an MFSS Body on a part-time basis, the employment costs will be calculated on a pro rata basis to reflect the proportion of an employee's time which is allocated to the relevant MFSS Body; or (ii) employment and other costs incurred by a Partner arising as a result of TUPE either by way of a finding of a competent Court or Tribunal or the agreement of the Partners (other than any costs covered by the indemnities in Clauses 16.1 and 16.2);
- (b) **Premises costs** – the relevant Partner's costs of providing the MFSS Premises;
- (c) **Support costs** – the set-up and ongoing costs that a Partner incurs as a result of providing agreed support for the MFSS or the MFSS Management Board as described in Clause 19 (*MFSS Property*), including
- (i) **Licence fees** – the licence costs of the software licences taken out by the Non-Lead Partners in accordance with Part 4 (*Support for the Multi-Force Shared Services*);
- (ii) **Hardware costs** – any hardware costs (including procurement and maintenance costs) relating to hardware provided by one of the Non-Lead Partners in accordance with Clause 19 (*MFSS Property*).
- (iii) **Capgemini's fees** – charges, costs and VAT payable by Cheshire to Capgemini in accordance with the Capgemini Agreement;

- (d) **Redundancy costs** - any redundancy costs that arise as a result of an agreed continuous improvement programme;
- (e) **Insurance costs** – the insurance costs that each Partner will incur in complying with its insurance obligations relating to the Multi-Force Shared Services under this Agreement;
- (f) **Audit costs** – any costs of carrying out the audits specified in this Agreement;
- (g) **Legal costs** – any legal fees that a Partner incurs in instructing external lawyers to advise it on the Multi-Force Shared Services; and
- (h) **Other** – any other costs set out in this Agreement or otherwise agreed by the Partners to form part of the Approved Costs.

30 Definition of Excluded Costs

The **Excluded Costs** means the following:

- (a) **Local costs** – any costs incurred by any Partner which does not benefit the other Partners, including any costs required to ensure that that Partner is in a position to receive the Multi-Force Shared Services, such as the costs incurred by Nottinghamshire or a New Partner (**On-boarding Partner**) relating to carrying out the On-Boarding Activities relating to the On-boarding Partner, including:
 - (i) any costs incurred in ensuring that the On-boarding Partner has adequate capacity to the Police National Network;
 - (ii) any costs incurred in ensuring that the On-boarding Partner has adequate capacity on its local area networks;
 - (iii) any redundancy and early retirement costs incurred by the On-boarding Partner relating to the On-Boarding Activities; and
 - (iv) training costs for the On-boarding Partner relating directly to the MFSS System or the Multi-Force Shared Services.
- (b) **Travel and accommodation costs** – travel and accommodation costs incurred in getting to/from the MFSS Premises.
- (c) **Due diligence** – any costs incurred by one of the Partners in obtaining its own due diligence opinion, independently of the other Partners.
- (d) **Management costs** – any costs incurred by one of the Partners in managing the Relevant Services it receives.

31 Consolidated Budget

31.1.1 The Consolidated Budget specifies the anticipated amount of the Costs.

31.2 The Partners will agree a new Consolidated Budget to reflect the addition of Nottinghamshire to the MFSS as soon as possible but in any event within 12 months of the date of this Agreement.

31.3 The Partners will agree a new Consolidated Budget before signature of a Deed of Adherence with a New Partner.

31.4 The Partners will report against the Consolidated Budget in accordance with Clause 39 (*Reports*).

32 Sharing of MFSS Costs

32.1 The Partners agree that, subject to Clauses 28.3 and 28.4 (*Payments*) each Partner will pay the Agreed Proportion of the MFSS Costs, unless an alternative cost driver is considered more appropriate for specific costs and is agreed between the Partners.

32.2 Costs that will be distributed according to a more specific cost driver are:

- (a) software licences;
- (b) modification and interface Costs, where it is considered that one Partner requires a materially different or unique modification or interface to the other; and
- (a) additional hardware costs that can be directly attributed to each Partner.

33 Calculation and payment of adjustments

33.1.1 The Head of Shared Services will provide the MFSS Management Board with individual Quarterly reports with details of:

- (a) any MFSS Costs which have not been taken into account in the previous Quarter(s);
- (b) the MFSS Costs which each Partner is liable for, taking into account the agreed sharing of the MFSS Costs described in Clause 32 (*Sharing of MFSS Costs*) (**Relevant MFSS Costs**);
- (c) any adjustments that need to be made the Partners to ensure that each Partner pays the Relevant MFSS Costs; and
- (d) the net payment or refund due.

33.1.2 The relevant Partner will invoice the other Partner(s) for any adjustment that must be paid by the other Partner(s) under Clause 33.1.1(c) (*Calculation and payment of adjustments*).

33.1.3 Each Partner will pay any relevant invoice received pursuant to Clause 33.1.2 (*Calculation and payment of adjustments*) within 14 Working Days of receipt of that invoice.

34 Changes to the MFSS Costs

34.1 Increases in the MFSS Costs

34.1.1 The Head of Shared Services will, wherever possible:

- (a) provide the MFSS Management Board with advance notice at its monthly meeting of any potential increases in the MFSS Costs so that the MFSS Management Board can approve the increases before they are incurred in accordance with the Change Control Procedure;

- (b) provide the MFSS Management Board with all relevant information and documentation necessary to enable the MFSS Management Board to approve the increases; and
- (c) obtain the MFSS Management Board's approval for the increases.

34.1.2 The Head of Shared Services will, where it is not possible to provide the MFSS Management Board with advance notice of potential increases in the MFSS Costs:

- (a) notify the MFSS Management Board as soon as possible;
- (b) provide the MFSS Management Board with all relevant information and documentation necessary to enable the MFSS Management Board to approve the increases; and
- (c) obtain the MFSS Management Board's approval for the increases.

34.1.3 Each Partner will not unreasonably withhold or delay its consent for increases in the MFSS Costs.

34.1.4 The Head of Shared Services will, where increases to the MFSS Costs are approved by the MFSS Management Board, update the Business Case to reflect the increases.

34.2 Reductions in the Costs

The Head of Shared Services will:

- (a) notify the MFSS Management Board of any reductions in the MFSS Costs; and
- (b) update the Business Case to reflect any reductions in the MFSS Costs.

35 Interest

35.1 If any Partner fails to make any payment within 14 days of the date of receipt of a proper invoice or by the due date, whichever is later (except where that payment is the subject of a *bona fide* dispute between the Partners), then, without prejudice to any rights or remedies available to the other Partner(s), the other Partner(s) may charge that Partner interest on the amount unpaid, at the rate of 2% per annum above Barclays Bank PLC base rate from time to time until payment in full is made.

35.2 It is agreed that the rate of interest set out in this Clause 35 (*Interest*) provides the Partners with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

36 Value added tax-

36.1 All amounts due under or in connection with this Agreement are exclusive of VAT, which will be added at the prevailing rate as applicable and paid by the relevant Partner following delivery by the other Partner of a valid VAT invoice.

36.2 Each Partner will provide the other Partners with any information reasonably requested by the other Partners in relation to the amount of VAT chargeable in accordance with this Agreement and payable by the other Partners.

36.3 Each Partner will indemnify the other Partners on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the other Partners at any time in respect of the other Partners' failure to account for or to pay any VAT relating to payments made to the Partner under or in connection with this Agreement. Any amounts due under this Clause 36.3 (*Value added tax*) will be paid in cleared funds by the Partner to the other Partners not less than five Working Days before the date on which the tax or other liability is payable by that Partner.

37 Open book accounts

Each Partner will:

- (a) maintain (on an open book basis) a full record of any MFSS Costs incurred by it;
- (b) rigorously review all such records and ensure that they are correct; and
- (c) provide such assistance as the MFSS Management Board or the other Partner may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Clause 37 (*Open book accounts*).

38 Purchase orders

Where a Partner invoices another Partner for MFSS Costs or other amounts due under this Agreement:

- (a) that other Partner will issue a purchase order for the amount due under this Agreement; and
- (b) that Partner will include on the invoice the details of the relevant purchase order.

PART 8 – RECORDS, REPORTING AND AUDITING

39 Reports

39.1 Without prejudice to any other obligation of the Partners under this Agreement to report, each Partner will, as often as reasonably necessary to keep the other Partners properly and fully informed and on a regular basis, notify the other Partners in as much detail as practicable of any matters of which the Partner becomes aware, about which the other Partners may reasonably be expected to wish to be informed, that affect or may affect this Agreement.

39.2 Without prejudice to Clause 39.1 (*Reports*), the Partners will:

- (a) ensure that the MFSS Bodies produce the reports specified in Schedule 6 (*Records and reports*); and
- (b) submit to the other Partners such other reports as may be agreed between the Partners from time to time, or as may reasonably be requested by any Partner in connection with and to facilitate compliance with that Partner's obligations under this Agreement or the Capgemini Agreement;

(together, the **Reports**).

39.3 Without prejudice to the other provisions in this Clause 39 (*Reports*), the Partners will as a general aim and principle establish and maintain a cycle for the delivery of all reports and the timing of the related meetings that enables all members of the MFSS Management Board to be kept effectively informed to support the successful governance of this Agreement.

40 Records

The Partners will ensure that the MFSS Bodies keep and update the records specified in Schedule 6 (*Records and reports*).

41 Other information

The Partners will provide such further information as may reasonably be required by the MFSS Bodies in order to:

- (a) permit the MFSS Bodies to comply fully with their duties under this Agreement;
- (b) permit the MFSS Bodies to undertake any review or check that a relevant Partner is complying with its obligations in accordance with this Agreement; and
- (c) ensure the efficient and effective operation of this Agreement, including, in particular, the achievement of the Business Objectives.

42 Records and reports

42.1 Period for which records and reports are to be kept

The Partners will retain the records and reports referred to in Clause 39 (*Reports*) and Clause 40 (*Records*) for a period of at least six years after the Partners' obligations under this Agreement have come to an end.

42.2 Other relevant obligations

All information referred to in this Clause 42 (*Records and reports*) is subject to the obligations set out in Clause 64 (*Freedom of Information*), Clause 65 (*Confidentiality*) and Clause 66 (*Publicity*) and is in addition to any obligation of the Partners in any other agreement.

43 Early warning

43.1 Each Partner will give an early warning by notifying the other affected Partners in writing as soon as it becomes aware of any matter that could:

- (a) increase the MFSS Costs;
- (b) adversely affect the performance of the Multi-Force Shared Services; or
- (c) have an impact on the MFSS's ability to provide the Multi-Force Shared Services effectively and in compliance with applicable laws and regulatory requirements, or that causes, or appears to that Partner to be likely to cause, a breach by that Partner of its obligations.

43.2 The Partners will enter early warning matters in the risk register maintained by the Partners as specified under Part 6 (*Risk management*).

44 Audit of Capgemini

Clauses 45 (*Examination by Audit Bodies*) and 46 (*Audit and inspection by the MFSS Management Board*) are without prejudice to:

- (a) Cheshire's right to audit Capgemini under the Capgemini Agreement; and
- (b) the right of Non-Lead Partners to request Cheshire to audit Capgemini under Clause 20.8 (*Rights and remedies in relation to a Capgemini default*).

45 Examination by Audit Bodies

45.1 In this Clause, **Audit Body** means:

- (a) the internal auditors of any Partner; and
- (b) the external auditors (including the National Audit Office or the Audit Commission (and any replacement body)).

45.2 For the purpose of:

- (a) the examination and certification of the accounts of the Partners; or

- (b) any examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which any of the Partners has used its resources,

the Audit Bodies may examine such documents relating to expenditure and income as they may reasonably require that are owned, held or otherwise within the control of any of the Partners and may require any of the Partners to produce such oral or written explanations as they consider necessary.

45.3 No Partner will be excused from performance of any aspect of its obligations under this Agreement for any period of time during which an Audit Body is exercising its rights in accordance with this Clause 45 (*Examination by Audit Bodies*). If, as a result of any Audit Body inspection or audit, the relevant Partner is frustrated from performing its obligations under this Agreement, despite having used reasonable endeavours to so perform, that Partner will be entitled to bring a Change proposal, to seek to address the impact of such inspection or audit.

45.4 The obligations of each Partner under this Clause 45 (*Examination by Audit Bodies*) will be subject to the obligations set out in Clause 65 (*Confidentiality*).

46 Audit and inspection by the MFSS Management Board

46.1 Access

46.1.1 Subject to compliance with applicable Laws and the relevant Partner's internal procedures relating to safety and security at its premises, the MFSS Management Board's duly authorised representatives (including advisers, consultants and agents on behalf of the MFSS Management Board) (each an **Auditor**) will have the right to enter at all times on to all or any part of any premises of any of the Partners.

46.1.2 Subject to Clause 46.1.3 (*Access*), the relevant Auditor, acting reasonably, and subject to compliance with all applicable Laws and the relevant Partner's internal procedures relating to safety and security at its premises, will be entitled to carry out any:

- (a) audits, inspections, reviews, periodic monitoring and spot checks of any Partner's activities under or in connection with this Agreement and any aspect of that Partner's performance of this Agreement as required by the MFSS Management Board including any obligation of that Partner to provide accurate and complete information about MFSS Costs;
- (b) audits, inspections, reviews, periodic monitoring and spot checks of all information any Partner is required to keep under or in connection with this Agreement;
- (c) inspections and tests to determine the quality of any activities or services performed or procured by any Partner under or in connection with this Agreement;
- (d) interviews with any employees, secondees or other personnel of any Partner on or at the relevant premises relating to that Partner's performance of this Agreement; and
- (e) copying and collation of any information held in electronic or paper form by any Partner relating to that Partner's performance of this Agreement.

46.1.3 The relevant Auditor will be entitled to carry out the activities and actions referred to in Clause 46.1.2 (*Access*) at any time or frequency, provided always that he or she will:

- (a) act reasonably at all times; and
- (b) use all reasonable endeavours to minimise any disruption to the performance of the relevant Partner's obligations under this Agreement, as applicable.

46.1.4 For the purposes of Clause 46.1.2 (*Access*), each Partner will provide all reasonable co-operation, including:

- (a) granting, or procuring the granting of, timely access to any equipment (including all computer hardware and software and databases) used (exclusively or non-exclusively) in the performance of this Agreement, wherever situated. To the extent that such access is required to equipment that does not belong to the relevant Partner, that Partner will (and will only be obliged to) use all reasonable efforts to procure such access;
- (b) granting timely access to any data dictionary and the fields and records within it to enable data to be downloaded from any computer systems operated by the relevant Partner; and
- (c) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of, and/or alteration of information during the audit.

46.1.5 Each Partner agrees that, for the purposes of Clause 46.1.2 (*Access*), the relevant Auditor will have access to such of the Partner's facilities, information, books of account, records and other documentation (including any stored in electro-magnetic form) and personnel:

- (a) as he or she reasonably considers necessary for the performance of his or her duties under this Agreement; and
- (b) to the extent allowed under the Data Protection Act 1998 (**DPA**).

46.1.6 Each Partner agrees that the relevant Auditor will be entitled to request and receive, at any time, a reasonable number of copies of any of that Party's Data on demand, for the purposes of this Agreement, in each case to the extent allowed under the DPA.

46.1.7 A Partner that is the subject of inspection or audit in accordance with this Clause 46 (*Audit and inspection by the MFSS Management Board*) will verify and procure that the relevant Auditor will be a suitably qualified person entitled to have the access rights and/or undertake any of the inspections or audits referred to in this Clause 46 (*Audit and inspection by the MFSS Management Board*) on the MFSS Management Board's behalf. The relevant Partner will report its findings directly to the MFSS Management Board.

46.1.8 Each Partner will:

- (a) fully co-operate in relation to the provisions of this Clause 46 (*Audit and inspection by the MFSS Management Board*);
- (b) provide the relevant Auditor with all information reasonably required in connection with the exercise of the MFSS Management Board's rights under this Clause 46 (*Audit and inspection by the MFSS Management Board*); and

- (c) keep all records and other relevant documentation relating to its quality management systems and all information required to be held by it in good order and in such form as to be capable of audit (including by electronic means) by the MFSS Management Board; and
 - (i) make such records available for inspection by an Auditor at all reasonable times; and
 - (ii) at the MFSS Management Board's or any Auditor's request, make available to the relevant Auditor (as applicable) any software necessary to review such records.

46.1.9 The MFSS Management Board will:

- (a) implement and maintain procedures for notifying all Auditors of the relevant Partner's internal procedures relating to safety and security at that Partner's premises;
- (b) use reasonable endeavours to ensure that each Auditor complies with the relevant rules and requirements; and
- (c) notify the relevant Partner that an Auditor acting on behalf of the MFSS Management Board in accordance with this Clause 46 (*Audit and inspection by the MFSS Management Board*) is duly authorised.

46.2 Provision of facilities

46.2.1 Each Partner will provide such suitable assigned office accommodation on its premises and such other facilities as the Auditors may reasonably require for the purposes of exercising the MFSS Management Board's rights of access, inspection and audit under or in connection with this Clause 46 (*Audit and inspection by the MFSS Management Board*).

46.2.2 Each Partner will ensure that all accommodation and facilities it provides will:

- (a) be adequately furnished, lit, heated and ventilated and will include suitable cloakroom, IT, fire detection, alarm and communication facilities; and
- (b) be maintained to a reasonable standard of repair throughout the duration of this Agreement.

46.3 Books of audit findings

Each Partner will maintain books containing the findings of audits carried out pursuant to this Clause 46 (*Audit and inspection by the MFSS Management Board*).

46.4 Obligations of Partners persist

No Partner will be excused from the performance of any aspect of its obligations under this Agreement for any period of time during which the MFSS Management Board (whether itself or through any Auditor) is exercising its rights in accordance with this Clause 46 (*Audit and inspection by the MFSS Management Board*). If, as a result of any MFSS Management Board inspection or audit, the relevant Partner is frustrated from performing its obligations under this Agreement, despite having used reasonable endeavours to so perform, that

Partner will be entitled to bring a Change proposal, to seek to address the impact of such inspection or audit.

46.5 Confidentiality

The obligations of each Partner under this Clause 46 (*Audit and inspection by the MFSS Management Board*) will be subject to the obligations set out in Clause 65 (*Confidentiality*).

46.6 Overpayment or underpayment

If, following any audit and inspection, the MFSS Management Board can demonstrate that the MFSS Costs paid by any Partner under this Agreement exceed or are less than the MFSS Costs which should have been payable as calculated in accordance with this Agreement, the Partners will agree an adjustment under Part 7 (*MFSS Costs*).

PART 9 – CHANGE CONTROL PROCEDURE

47 Agreement of changes

- 47.1 Changes to this Agreement will be agreed by the Partners under this Part 9 (*Change Control Procedure*).
- 47.2 Changes to the Relevant Services to be provided to a Partner will be agreed by that Partner and the MFSS.
- 47.3 Changes to all other parts of this Agreement will be agreed between all of the Partners, voting in accordance with the voting arrangements in Clause 11 (*Voting and decision making*).

48 Proposal of Changes

A change to this Agreement or any document required to be produced pursuant to the agreement (**Change**) may be proposed at any time by any of the Partners or any MFSS Body (**Proposer**) by serving a notice which:

- (a) sets out the Change in sufficient detail to enable the recipients to evaluate it in full;
- (b) specifies the reasons for proposing the Change; and
- (c) indicates if there are any dates by which a decision is critical.

49 Withdrawal of Changes

The Proposer will be entitled, at any time prior to the signing of the written acceptance by the Partners of the Change, to withdraw the notice of Change served by it.

50 Prioritisation of Changes

The MFSS Management Board will:

- (a) prioritise proposed Changes;
- (b) refer them to the Head of Shared Services for evaluation; and
- (c) specify a deadline within which the Head of Shared Services should prepare its evaluation of the proposed Change (**Evaluation Report**).

51 Evaluation of Changes

The Head of Shared Services will, in accordance with the deadline set by the MFSS Management Board, prepare an Evaluation Report that deals with the following:

- (a) details of the proposed Change and the reason for the proposed Change;
- (b) an outline business case, including details of benefits and opportunities (and evaluation of the benefits and opportunities) which the proposed Change will offer;

- (c) outline details of any actions or changes in the Partner's business or the Multi-Force Shared Services which the Partners could implement to maximise the benefit from the implementation of the proposed Change;
- (d) details of the impact of the proposed Change on the Multi-Force Shared Services;
- (e) details of any changes required to security as a result of implementing the proposed Change;
- (f) details of any changes required to the Business Continuity Plan as a result of implementing the proposed Change;
- (g) details of the impact of the proposed Change on the risks affecting the Multi-Force Shared Services (including those documented in the risk register agreed by the Partners) or the allocation of risks between the Partners;
- (h) whether the implementation of the proposed Change would contravene any legislation;
- (i) the proposed timetable for the implementation of the proposed Change;
- (j) an estimate of the costs or savings of implementing the proposed Change; and
- (k) any variation to the terms of this Agreement or the Capgemini Agreement that will be required as a result of the proposed Change.

52 Approval of Changes

- 52.1 The MFSS Management Board will review the Evaluation Report and either accept or reject the Change.
- 52.2 If the MFSS Management Board considers that it requires further information regarding the proposed Change so that it may properly evaluate the proposed Change and the Evaluation Report, then the Head of Shared Services will take steps to obtain the required information promptly so that the MFSS Management Board is satisfied that it has sufficient information to properly evaluate the proposed Change and the Evaluation Report.
- 52.3 Subject to Clause 47.2, before a Change to this Agreement pursuant to any notice of Change can become valid, it must be:
- (a) approved by the Partners under Clause 11 (*Voting and decision making*); and
 - (b) executed by the Partners (in accordance with section 23C(4) of the Policing and Crime Act 2009) in the form of an updated form of this Agreement.

53 Record of Changes

- 53.1 The Head of Shared Services will, under Clause 40 (*Records*), keep an accurate and complete record of:
- (a) each notice requesting a Change;
 - (b) each Evaluation Report; and

- (c) each updated form of this Agreement.
- 53.2 The Head of Shared Services will allocate a unique reference number to each of the documents specified above.
- 53.3 The Head of Shared Services will also keep a record that sets out the progress made in implementing the agreed Changes.
- 53.4 The Head of Shared Services will promptly provide the Partners with reasonable access to the records referred to in this Clause 53 (*Record of Changes*), upon request.

54 Invalid amendments

Any purported amendment to this Agreement that does not satisfy the terms of this Part 9 (*Change Control Procedure*) will be of no effect.

PART 10 – DISPUTE RESOLUTION PROCEDURE

55 Dispute Resolution Procedure

The Partners will resolve Disputes arising out of or in connection with this Agreement in accordance with this Dispute Resolution Procedure.

56 Definitions

In this Part 10 (*Dispute Resolution Procedure*), the following terms will have the following meanings:

Case Summary	means a concise summary of a Partner's case in a Dispute subjected to mediation.
CEDR	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU.
Dispute Resolution Timetable	means the Standard Dispute Timetable or the Expedited Dispute Timetable.
Exception	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Agreement, in the provision of the Multi-Force Shared Services.
Expedited Dispute Timetable	means the reduced timetable for the resolution of Disputes set out in Clause 57 (<i>Dispute resolution timetable</i>) to be used in accordance with the provisions of Clause 58.6 (<i>Introduction</i>).
Expert	means the person appointed by the Partners in accordance with Clause 61 (<i>Expert determination</i>).
Mediator	means the independent third party appointed in accordance with Clause 60 (<i>Mediation</i>).
Notice of Dispute	means a written notice served by any Partner on another Partner or Partners stating that the Partner serving the notice believes there is a Dispute.
Standard Dispute Timetable	means the standard timetable for the resolution of Disputes set out in Clause 57 (<i>Dispute resolution timetable</i>).

57 Dispute resolution timetable

Disputes will be escalated by the Partners in accordance with the following timetable:

Stage	Standard Dispute Timetable	Expedited Dispute Timetable
Time permitted for resolution of Dispute by escalation pursuant to Clause 59 (<i>Escalation</i>) from the date of the Notice of Dispute	One month	10 Working Days
Period of time in which Dispute is to be referred to mediation in accordance with Clause 59.4 (<i>Escalation</i>)	10 Working Days	five Working Days
Time permitted in Clause 60.2 (<i>Mediation</i>) to agree the appointment of the Mediator	10 Working Days	five Working Days
Period of time in which the Mediator may convene the mediation meeting from the date of appointment in accordance with Clause 60.7 (<i>The Mediation</i>)	30 Working Days	20 Working Days
Maximum duration of mediation meeting in accordance with Clause 60.7.5 (<i>The Mediation</i>)	Three Working Days	One Working Day
Period of time in which the mediation settlement is to be recorded in writing and signed by the Partners in accordance with Clause 60.8 (<i>Settlement Agreement</i>)	10 Working Days	Five Working Days

58 Introduction

58.1 The Dispute Resolution Procedure will start with the service of a Notice of Dispute.

58.2 The Notice of Dispute will:

- (a) set out the material particulars of the Dispute;
- (b) set out the reasons why the Partner serving the Notice of Dispute believes the Dispute has arisen;
- (c) elect (subject to the provisions of Clause 58.6 (*Introduction*)) whether the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and

- (d) if the Partner serving the Notice of Dispute believes the Dispute should be dealt with under the Expedited Dispute Timetable, explain the reasons why.
- 58.3 Unless agreed otherwise between the Partners in writing, the Partners will continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 58.4 Subject to Clause 59.5 (*Escalation*), the disputing Partners will seek to resolve Disputes:
- (a) firstly by commercial negotiation (as prescribed in Clause 59 (*Escalation*));
 - (b) then by mediation (as prescribed in Clause 60 (*Mediation*)); and
 - (c) lastly by recourse to arbitration (as prescribed in Clause 62 (*Arbitration*) or litigation (in accordance with Clause 94 (*Governing law and jurisdiction*)).

Specific issues may be referred to Expert determination (as prescribed in Clause 61 (*Expert determination*)), where appropriate.

- 58.5 The time periods set out in the Dispute Resolution Timetable will apply to all Disputes, unless the disputing Partners agree in writing that an alternative timetable should apply in respect of a specific Dispute.
- 58.6 The disputing Partners may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one Partner would be materially disadvantaged by a delay in resolving the Dispute.

59 Escalation

- 59.1 Subject to Clause 59.5 (*Escalation*), the disputing Partners will use all reasonable endeavours to settle any Dispute between them in good faith and in accordance with the procedure set out in this Dispute Resolution Procedure.
- 59.2 In the first instance, the disputing Partners will each make reasonable endeavours to resolve all Disputes as soon as possible, at the lowest level in the project structure in which they can best be managed. Where a Partner considers that a Dispute cannot be resolved within acceptable timescales, the dissatisfied Partner may escalate the Dispute to the next level in the partnering structure in accordance with the agreed escalation process (**Escalation Process**), provided the disputing Partners will not repeat this process in respect of a Dispute relating to an Exception that has been escalated already in accordance with this process.
- 59.3 The timescale for resolving Disputes by escalation will be as set out in the applicable section of the Dispute Resolution Timetable.
- 59.4 If the disputing Partners have not settled the Dispute in accordance with the Escalation Process and the time period provided in Clause 59.3 (*Escalation*), then the disputing Partners will refer the matter to mediation in accordance with Clause 60 (*Mediation*)).

59.5 If any disputing Partner is of the reasonable opinion that the resolution of a Dispute by escalation, or the continuance of escalation, will not result in an appropriate solution or that the disputing Partners have already held discussions of a nature and intent (or that otherwise were conducted in the spirit) that would equate to the conduct of escalation in accordance with this Clause 59 (*Escalation*), that Partner will serve a written notice to that effect and the disputing Partners will proceed to mediation in accordance with Clause 60 (*Mediation*).

60 Mediation

60.1 If a Dispute between the disputing Partners cannot be resolved by escalation in accordance with Clause 59 (*Escalation*), then the disputing Partners will attempt to resolve it in accordance with CEDR's model mediation procedure.

60.2 If the disputing Partners are unable to agree on the joint appointment of a Mediator within the timescale specified in the applicable section of the Dispute Resolution Timetable, they will make a joint application to CEDR to nominate the Mediator.

60.3 The Mediator

60.3.1 The Mediator, after consultation with the disputing Partners where appropriate, will:

- (a) attend any meetings with any or all of the disputing Partners preceding the mediation, if requested or if the Mediator decides this is appropriate and the disputing Partners agree;
- (b) read before the mediation each Case Summary and all the documents sent to him or her;
- (c) chair, and determine the procedure for, the mediation;
- (d) assist the disputing Partners in drawing up any written settlement agreement; and
- (e) abide by the terms of CEDR's model mediation procedure and CEDR's code of conduct for mediators.

60.3.2 The Mediator (and any member of the Mediator's firm or company) will not act for any of the disputing Partners individually in connection with the Dispute in any capacity during the Term. The disputing Partners accept that in relation to the Dispute neither the Mediator nor CEDR is an agent of, or acting in any capacity for, any of the disputing Partners. Furthermore, the disputing Partners and the Mediator accept that the Mediator (unless an employee of CEDR) is acting as an independent contractor and not as an agent or employee of CEDR.

60.4 CEDR

60.4.1 CEDR, in conjunction with the Mediator, will make the necessary arrangements for the mediation including, as necessary:

- (a) nominating, and obtaining the agreement of the disputing Partners to, the Mediator;
- (b) organising a suitable venue and dates;
- (c) organising exchange of the Case Summaries and documents;

- (d) meeting with any of the disputing Partners (and the Mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
- (e) general administration in relation to the mediation.

60.4.2 If there is any issue about the conduct of the mediation on which the disputing Partners cannot agree within a reasonable time, CEDR will, at the request of any of the disputing Partners, decide the issue for such Partners, having consulted with them.

60.4.3 The disputing Partners agree to notify the Mediator that they wish to observe the relevant timescales agreed in the Dispute Resolution Timetable.

60.5 Participants

Each disputing Partner will state the names of:

- (a) the person(s) who will be the lead negotiator(s) for that Partner, who must have full authority to settle the Dispute; and
- (b) any other person(s) (such as professional advisers, colleagues or sub-contractors) who will also be present at, and/or participating in, the mediation on that Partner's behalf.

60.6 Exchange of Information

60.6.1 Each disputing Partner will send to CEDR at least two weeks before the mediation, or such other date as may be agreed between the disputing Partners and CEDR, sufficient copies of:

- (a) its Case Summary; and
- (b) all the documents to which the Case Summary refers and any others to which it may want to refer in the mediation.

60.6.2 In addition, each disputing Partner may send to the Mediator (through CEDR) and/or bring to the mediation further documentation that it wishes to disclose in confidence to the Mediator, but not to any other Partner, clearly stating in writing that such documentation is confidential to the Mediator and CEDR.

60.6.3 The Mediator will be responsible for sending a copy of each disputing Partner's Case Summary and supporting documents (pursuant to Clause 60.6.1 (*Exchange of information*)) to the other disputing Partner(s) simultaneously.

60.6.4 The disputing Partners will try to agree:

- (a) the maximum number of pages of each Case Summary; and
- (b) a joint set of supporting documents or the maximum length of each set of supporting documents.

60.7 The mediation

60.7.1 The mediation will take place at the time and place arranged by CEDR. The disputing Partners agree to request that CEDR arrange the time and place for the mediation within the timescale specified in the applicable section of the Dispute Resolution Timetable.

60.7.2 The Mediator will chair, and determine the procedure at, the mediation.

60.7.3 No recording or transcript of the mediation will be made.

60.7.4 If the disputing Partners are unable to reach a settlement in the negotiations at the mediation, and only if all such disputing Partners so request and the Mediator agrees, the Mediator will produce for the disputing Partners a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order, but will set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

60.7.5 The disputing Partners agree to notify CEDR that the maximum duration for the mediation meeting will be as set out in the applicable section of the Dispute Resolution Timetable.

60.8 Settlement agreement

Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the disputing Partners (in accordance with the Change Control Procedure, where appropriate). In any event, any settlement agreement must be finalised within the timescales specified in the Dispute Resolution Timetable. The Mediator will assist the disputing Partners in recording the outcome of the mediation.

60.9 Termination

The mediation will terminate when:

- (a) any disputing Partner withdraws from the mediation;
- (b) a written settlement agreement is concluded;
- (c) the Mediator decides that continuing the mediation is unlikely to result in a settlement; or
- (d) the Mediator decides he or she should retire for any of the reasons in CEDR's code of conduct.

60.10 Stay of proceedings

Any litigation or arbitration in relation to the Dispute may be commenced or continued notwithstanding the mediation, unless the disputing Partners agree otherwise or a court so orders.

60.11 Confidentiality

60.11.1 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:

- (a) information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the Dispute of that information; and
- (b) all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.

60.11.2 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information that would in any event have been admissible or disclosable in any such proceedings.

60.11.3 Clauses 60.11.1 and 60.11.2 (*Confidentiality*) will not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.

60.11.4 None of the disputing Partners will call the Mediator or CEDR (or any employee, consultant, officer or representative of CEDR) as a witness, consultant, arbitrator or expert in any litigation or other proceedings whatsoever. The Mediator and CEDR will not voluntarily act in any such capacity without the written agreement of all the disputing Partners.

60.12 Mediator's fees and expenses

60.12.1 CEDR's fees (which include the Mediator's fees) and the other expenses of the mediation will be borne equally between the disputing Partners. Payment of these fees and expenses will be made to CEDR in accordance with its fee schedule and terms and conditions of business.

60.12.2 Each disputing Partner will bear its own costs and expenses of its participation in the mediation.

60.13 Exclusion of liability

Neither the Mediator nor CEDR will be liable to the disputing Partners for any act or omission in connection with the services provided by them in, or in relation to, the mediation, unless the act or omission is shown to have been in bad faith.

61 Expert determination

61.1 If this Agreement expressly requires a Dispute to be referred to expert determination or the Dispute relates to any aspect of the technology underlying the provision of the Multi-Force Shared Services, or otherwise relates to an ICT technical, financial technical or other technical issue (as the Partners agree), and the Dispute has not been resolved using the Escalation Process or mediation pursuant to Clause 60 (*Mediation*), then any Partner may request (which request will not be unreasonably withheld or delayed) by written notice to the other applicable Partners that the Dispute is referred to an Expert for determination.

61.2 The Expert will be appointed by agreement in writing between the disputing Partners, but in the event of a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the Expert will be appointed on the instructions of the president of the British Computer Society, the Institute of Chartered Accountants in England and Wales, or the president of the Law Society.

61.3 The Expert will act on the following basis:

- (a) he/she will act as an expert and not as an arbitrator and will act fairly and impartially;
- (b) the Expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the disputing Partners;
- (c) the Expert will decide the procedure to be followed in the determination and will be requested to make his/her determination within 30 Working Days of appointment or as soon as reasonably practicable thereafter and the disputing Partners will assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one disputing Partner to any other disputing Partner as a result of the Expert's determination will be due and payable within 20 Working Days of the Expert's determination being notified to the disputing Partners;
- (e) the process will be conducted in private and will be confidential between the disputing Partners and the Expert; and
- (f) the Expert will determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

62 Arbitration

62.1 Any Partners in dispute may at any time before court proceedings are commenced agree that the Dispute should be referred to arbitration in accordance with the provisions of this Clause 62 (*Arbitration*).

62.2 If a Dispute is referred to arbitration, the disputing Partners will comply with the following provisions:

- (a) the arbitration will be governed by the provisions of the Arbitration Act 1996 and the London Court of International Arbitration (**LCIA**) procedural rules will be applied and are deemed to be incorporated into this Agreement (save that, in the event of any conflict between those rules and this Agreement, this Agreement will prevail);
- (b) the decision of the arbitrator will be binding on the disputing Partners (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
- (c) the tribunal will consist of a sole arbitrator to be agreed between the disputing Partners and, if the disputing Partners fail to agree the appointment of the arbitrator within 10 Working Days or if the person appointed is unable or unwilling to act, as appointed by the LCIA; and
- (d) the arbitration proceedings will take place in London.

63 Urgent relief

Nothing in this Part 10 (*Dispute Resolution Procedure*) will prevent any Partner from seeking injunctive relief at any time.

PART 11 – FREEDOM OF INFORMATION, CONFIDENTIALITY AND DATA PROTECTION

64 Freedom of Information

64.1 In this Clause 64 (*Freedom of Information*):

Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Regulatory Body in relation to such regulations.
FOIA	means the Freedom of Information Act 2000.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000.
Request for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

64.2 Each Partner acknowledge that the Partners are subject to the requirements of the FOIA and the Environmental Information Regulations and will assist and co-operate with the other Partners to enable each Partner to comply with its Information disclosure obligations.

64.3 Each Partner will (and will ensure that the MFSS Bodies will):

- (a) transfer to the relevant Partner all Requests for Information relating to that Partner that they receive as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- (b) provide the relevant Partner with a copy of all Information in their possession or power in the form that the relevant Partner requires within five Working Days of the Partner's request;
- (c) provide all necessary assistance as reasonably requested by the relevant Partner to enable the relevant Partner to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
- (d) not respond directly to a Request for Information relating to another Partner unless expressly authorised to do so by the relevant Partner.

64.4 Notwithstanding any other provision in this Agreement or any other agreement, each Partner will be responsible for determining in its absolute discretion whether the Commercially Sensitive Information or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

64.5 The Partners acknowledge that (notwithstanding the provisions of this Clause 64 (*Freedom of Information*) each Partner may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**Code**), be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the other Partner or the Multi-Force Shared Services:

- (a) in certain circumstances without consulting the other Partner; or
- (b) following consultation with the other Partner and having taken its views into account,

provided always that where Clause 64.5(a) (*Freedom of Information*) applies the Partner will, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other Partner advanced notice or, failing that, to draw the disclosure to the other Partner's attention after any such disclosure.

64.6 Each Partner acknowledges that the Commercially Sensitive Information listed in Schedule 7 (*Commercially Sensitive Information*) is of indicative value only and that a Partner may be obliged to disclose it in accordance with this Clause 64 (*Freedom of Information*).

65 Confidentiality

65.1 Except to the extent set out in this Clause 65 (*Confidentiality*) or where disclosure is expressly permitted elsewhere in this Agreement, each Receiving Party will:

- (a) treat each the Disclosing Party's Confidential Information as confidential and safeguard it accordingly; and
- (b) not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent.

65.2 Clause 65.1 (*Confidentiality*) will not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Receiving Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 64 (*Freedom of Information*);
- (b) such information was:
 - (i) in the possession of the Receiving Party making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) obtained from a third party without obligation of confidentiality;
 - (iii) already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - (iv) independently developed without access to the Disclosing Party's Confidential Information.

- 65.3 Each Receiving Party will not (and the Partners will procure that the MFSS Bodies do not) use any of the Disclosing Party's Confidential Information otherwise than for the purposes of this Agreement.
- 65.4 Each Receiving Party may only disclose Confidential Information to its personnel who are directly involved in the operation of this Agreement and who need to know such information, and will ensure that such personnel are aware of and will comply with these obligations as to confidentiality. In the event that any default, act or omission of any of the Receiving Party's personnel causes or contributes (or could cause or contribute) to the Receiving Party breaching its obligations as to confidentiality under or in connection with this Agreement:
- (a) the relevant Receiving Party will take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;
 - (b) to the fullest extent permitted by its own obligations of confidentiality to any of the Receiving Party's personnel, the relevant Receiving Party will provide such evidence to the Disclosing Party as the Disclosing Party may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Receiving Party is taking appropriate steps to comply with this Clause 65 (*Confidentiality*), including:
 - (i) copies of any written communications to and/or from the Receiving Party's personnel; and
 - (ii) any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the Receiving Party's personnel in connection with obligations as to confidentiality.
- 65.5 Nothing in this Agreement will prevent any Receiving Party from disclosing the Disclosing Party's Confidential Information:
- (a) to any Police and Crime Commissioner (**PCC**), Regulatory Body or to any Contracting Authority (and all PCCs, Regulatory Bodies or Contracting Authorities receiving such Confidential Information will be entitled to further disclose the Confidential Information to other PCCs, Regulatory Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party that is not part of any PCC, Regulatory Body or any Contracting Authority);
 - (b) to any consultant, contractor or other person engaged by a Partner in relation to this Agreement;
 - (c) for the purpose of the examination and certification of the Receiving Party's accounts; or
 - (d) for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Receiving Party has used its resources.
- 65.6 The relevant Receiving Party will use all reasonable endeavours to ensure that the PCC, Regulatory Body, Contracting Authority, employee, third party, or sub-contractor to whom the Disclosing Party's Confidential Information is disclosed pursuant to Clause 65.5 (*Confidentiality*) is made aware of the Receiving Party's obligations of confidentiality.

65.7 Nothing in this Agreement will prevent any Partner from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

65.8 The obligations in this Clause 65 (*Confidentiality*) will continue without limit in time.

65.9 Each Partner will tell the affected Partner(s) immediately if it discovers that this Clause 65 (*Confidentiality*) has been breached and will give the affected Partner(s) all reasonable assistance in connection with any proceedings.

65.10 The Partners agree that damages may not be an adequate remedy for any breach of this Clause 65 (*Confidentiality*) by any Partner and that the affected Partner(s) will be entitled to obtain any legal and/or equitable relief, including injunction, in the event of any breach of the provisions of this Clause 65 (*Confidentiality*).

66 Publicity

66.1 None of the Partners will:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use any other Partner's name, logo or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the relevant Partner, which will not be unreasonably withheld or delayed.

66.2 Each Partner acknowledges to the other Partners that nothing in this Agreement, either expressly or by implication, constitutes an endorsement of any products or services of any other Partner and each Partner agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

66.3 Without prejudice to the generality of this Clause 66 (*Publicity*), each Partner will notify the relevant Partner or Partners as soon as reasonably practicable of any fact or occurrence of which it is or becomes aware relating to another Partner that could, in the reasonable opinion of that Partner, be expected to cause adverse publicity to the another Partner in relation to this Agreement.

66.4 Each Partner will be entitled to publicise this Agreement in accordance with any legal obligation on it, including any examination of this Agreement by an external auditor or otherwise.

67 Data protection

67.1 Each Partner (the **Processing Party**):

- (a) warrants that it will (and will procure that all its agents and sub-contractors will) have all appropriate technical and organisational measures in place against unauthorised or unlawful processing of the other Partner's Data owned by another Partner (the **Owning Party**) and Project Data and against accidental loss or destruction of, or damage to, the Owning Party's Data and Project Data and that it will take (and will procure that all its agents and sub-contractors will take) all reasonable steps to ensure the reliability of any staff that may have access to the Owning Party's Data or Project Data;

- (b) undertakes that it will (and will procure that all its agents and sub-contractors will) act only on the instructions of the Owing Party in relation to the processing of any of the Owing Party's Data and, so that there is no doubt, it is agreed that the Processing Party will only act as a data processor in processing any personal data comprised in the Owing Party's Data;
 - (c) undertakes that it will only process the Owing Party's Data as is necessary to perform its obligations under this Agreement and that such Data will be processed only in accordance with the Data Protection Act 1998 and all applicable Law; and
 - (d) undertakes to allow the Owing Party access on reasonable notice to any of the Processing Party's premises where the Owing Party's Data are stored or at which they are accessible to inspect any relevant procedures and/or, at the option of the Owing Party, to provide the Owing Party with evidence of its compliance with these procedures.
- 67.2 The Processing Party will assist the Owing Party to enable it to comply with such obligations as are imposed on the Owing Party by the Data Protection Act 1998. So that there is no doubt, this assistance includes the obligation to:
- (a) provide the Owing Party with reasonable assistance in complying with any subject access request received by the Owing Party;
 - (b) promptly inform the Owing Party about the receipt of any subject access request served on the Processing Party; and
 - (c) not disclose or release any of the Owing Party's Data in response to a subject access request served on the Processing Party without first consulting with and obtaining the consent of the Owing Party.
- 67.3 The Processing Party will not transfer any of the Owing Party's Data to any country or territory outside the UK other than with the express prior consent of the Owing Party.
- 67.4 The Processing Party will, immediately on demand, fully indemnify the Owing Party and keep it fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Owing Party as a result of the loss or destruction of or damage to or unauthorised disclosure of or unauthorised access to the Owing Party's Data in connection with any failure of the Processing Party to comply with the provisions of this Clause 67 (*Data protection*) or the Data Protection Act 1998 or any other applicable Law.
- 67.5 The Processing Party will inform the Owing Party promptly of any enquiry, complaint, notice or other communication it receives from any supervisory authority, including the Information Commissioner's Office or any data subject, relating to data processed by it in connection with this Agreement. The Processing Party will provide all necessary assistance to the Owing Party to enable it to respond to such enquiries, complaints, notices or other communications.
- 67.6 In the event of the theft, loss or other unauthorised access to the Owing Party's Data by any person (a **Data Breach**), each Partner (other than the Owing Party) will:

- (a) immediately upon becoming aware of the Data Breach, notify the Owing Party in writing; and
- (b) provide the Owing Party and its advisers with all reasonable assistance in connection with the Data Breach, including:
 - (i) co-operating with the Owing Party, the Information Commissioner's Office or other Regulatory Bodies and providing information on the Data Breach, investigating the incident and its cause, containing and recovering the compromised data and compliance with relevant guidance; and
 - (ii) co-ordinating with the Owing Party the management of public relations and public statements relating to the Data Breach. For the avoidance of doubt, no Partner will make any public statement in relation to a Data Breach except as permitted by Clause 66 (*Publicity*).

68 Malicious Software

- 68.1 In this Clause 68 (*Malicious Software*), **Malicious Software** means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
- 68.2 Each Partner will, as an enduring obligation throughout the term of this Agreement, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of and minimise the impact of Malicious Software in that Partner's systems and the MFSS System (or as otherwise agreed by the other Partners).
- 68.3 Notwithstanding Clause 68.2 (*Malicious Software*), if Malicious Software is found on the MFSS System, the Partners will co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Data, assist each other to mitigate any losses.

PART 12 – REPRESENTATIONS, WARRANTIES AND LIABILITY

69 Representations and warranties

69.1 Each Partner represents and warrants to the other Partners that:

Corporate

- (a) it has the authority to enter into and to exercise its rights and perform its obligations under this Agreement;

Execution and performance of agreement

- (b) all action necessary on the part of that Partner to authorise the execution of and the performance of its obligations under this Agreement has been taken;

Lawful obligations

- (c) the obligations expressed to be assumed by that Partner under this Agreement are legal, valid, binding and enforceable to the extent permitted by law;
- (d) the execution, delivery and performance by that Partner of this Agreement:
 - (i) does not constitute a default under any document or obligation which is binding upon that Partner;
 - (ii) does not conflict with any law, regulation or official or judicial order applicable to that Partner;
- (e) it has obtained all relevant approvals for entering into this Agreement;

Information

- (f) all information supplied by or on behalf of that Partner in connection with the negotiations of, and entry into, this Agreement was complete, true and accurate in all material respects at the date it was supplied and was not misleading in any respect;
- (g) all information provided and all information it will provide in the future relating to costs incurred by it will be accurate and complete;

No threats to business

- (h) no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of that Partner (having made all due enquiry), pending or threatened against that Partner or any of that Partner's assets which might have a material adverse effect on the ability of that Partner to perform its obligations under this Agreement; and

No IP infringements

- (i) there is no nor has there been any infringement or alleged infringement of that Partner's Intellectual Property Rights in connection with this Agreement,

and each Partner relies upon such warranties and representations in respect of the other Partners.

69.2 All warranties, representations, undertakings and other obligations made, given or undertaken by each Partner in this Agreement are cumulative and none will be given a limited construction by reference to any other.

69.3 The warranties and representations set out in Clause 69.1 (*Representations and warranties*) will be deemed to be repeated by each of the Partners by reference to the facts and circumstances then existing on each day during the term of this Agreement.

70 Standard of conduct

In carrying out its obligations under this Agreement, each Partner will act with due efficiency and economy and in a timely manner.

71 Force majeure

71.1 In this Clause:

Affected Party	means the Partner seeking to claim relief in respect of a Force Majeure Event.
Force Majeure Event	means any cause affecting the performance by a Partner of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster, but excluding any industrial dispute relating to the Affected Party, the Affected Party's employees, or any other failure in the Affected Party's (or any of its sub-contractors') supply chain.

71.2 An Affected Party shall not be responsible to the other Partners for failure to carry out its obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event, provided the Affected Party:

- (a) carries out its duties to the best level reasonably achievable in the circumstances of the Force Majeure Event; and
- (b) takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable.

71.3 The Affected Party will:

- (a) on becoming aware of the Force Majeure Event, promptly inform the other Partners in writing that a Force Majeure Event has occurred, giving details of the Force Majeure Event and which Multi-Force Shared Services have been affected, together with a reasonable estimate of the period during which the Force Majeure Event will

continue. If the Affected Party fails to notify the other Partners of the Force Majeure Event as soon as it occurs, the Affected Party may only benefit from the provisions of Clause 71.1 (*Force majeure*) from the day on which it notifies the other Partners of the Force Majeure Event;

- (b) within five Working Days of becoming aware of the Force Majeure Event, provide written confirmation and reasonable evidence of the Force Majeure Event; and
- (c) tell the other Partners when the Force Majeure Event has stopped.

71.4 A Partner cannot claim relief:

- (a) if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event; or
- (b) as a result of a failure or delay by any third party in the performance of that third party's obligations under a contract with that Partner (unless the third party is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event); or
- (c) to the extent that it is required to comply with the Business Continuity Plan, but has failed to do so, unless this failure is also due to a Force Majeure Event affecting the operation of the Business Continuity Plan.

71.5 Within two Working Days of notification of a Force Majeure Event, the Affected Party and the Head of Shared Services will jointly prepare a force majeure contingency plan, in which they will agree a way of working whilst the Force Majeure Event persists. The plan will specify the frequency with which the Affected Party must provide the other Partners with updates relating to the Force Majeure Event and its impact. Each Partner will comply with its respective agreed obligations under the plan.

71.6 Where a failure by any Partner to carry out any of its obligations under this Agreement is attributable in part to a breach by that Partner and in part to a Force Majeure Event:

- (a) the Affected Party and the Head of Shared Services will negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the failure. If necessary, the Partners will escalate the matter in accordance with the Escalation Process and if the matter cannot be resolved by agreement then any Partner may refer the matter to the Dispute Resolution Procedure in accordance with Clause 55 (*Dispute Resolution Procedure*);
- (b) this Clause 71 (*Force majeure*) will then apply to the extent the failure is attributable to a Force Majeure Event.

72 Insurance

72.1 Cheshire will maintain in force for the term of this Agreement and for six years after its termination:

- (a) comprehensive general liability insurance, including, but not limited to, professional indemnity and product liability, copyright, patent, slander, libel and intellectual property rights infringement for the minimum amount of five million pounds (£5,000,000) for each and every claim to cover liabilities, loss and damage of and incidental to the provision of the Multi-Force Shared Services; and
- (b) any other insurances to enable Cheshire to comply with its statutory obligations to employees engaged in the performance of the Multi-Force Shared Services.

72.2 The costs of taking out the above insurance policies will be Approved Costs.

73 Limitations on liability

73.1 Indemnities

Each Partner will indemnify the other Partners, their officers, employees and agents against all claims, demands, actions, costs and expenses (including legal costs and disbursements) that the other Partners, their officers, employees and agents suffer or incur, directly or indirectly, to the extent they are caused by any act, omission or default of the indemnifying Partner in respect of:

- (a) damage to real or personal property; and
- (b) injury to persons, including injury resulting in death.

73.2 Limitations on liability

73.2.1 Notwithstanding anything else in this Agreement, the liability of each Partner to the other Partners under or in connection with this Agreement, whether arising from contract, negligence or otherwise (including any liability under indemnities), will be limited as follows:

- (a) for loss of or damage to physical property, the aggregate limit will be ten million pounds (£10,000,000);
- (b) for any other liability, the aggregate limit of liability (including a liability under indemnities given by any Partner under this Agreement) will be
 - (i) in relation to any claims that Capgemini has failed to comply with its obligations to provide termination assistance pursuant to the Capgemini Agreement, the greater of seven million pounds (£7,000,000) or 175% of the total annual Costs paid or payable by that Partner during the previous 12 months; or
 - (ii) for all other claims, the greater of five million pounds (£5,000,000) or 150% of the total annual MFSS Costs paid or payable by that Partner during the previous 12 months,

73.2.2 The amounts referred to in Clause 73.2.1 (*Limitations on liability*) will be adjusted in line with the changes in the Relevant Index on each anniversary of the MFSS Commencement Date.

73.2.3 For the avoidance of doubt, New Partners are not liable for any breaches of the Collaboration Agreement that arise prior to the New Partners' Effective Date.

73.3 Indemnities

Any indemnities given in this Agreement are subject to:

- (a) each indemnified Partner using its reasonable endeavours to mitigate any losses, damages, liabilities, claims, expenses, and costs;
- (b) each indemnified Partner giving the indemnifying Partner prompt notice, in writing, of the details of the claim; and

- (c) the indemnifying Partner having sole conduct and control of any claim or action that is within the scope of the indemnity, including any related settlement negotiations, provided that, in conducting or controlling such claim or action, the indemnifying Partner will act reasonably, consult the indemnified Partner(s), and take into account any representation made by the indemnified Partner(s).

73.4 Exceptions

The exclusions and limitation of liability set out in this Clause 73 (*Limitations on liability*) do not apply to:

- (a) liability arising from death or injury to persons caused by negligence;
- (b) breach of terms regarding title implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982;
- (c) the Partners' obligation to pay its proportion of the MFSS Costs;
- (d) any Partner's liability under Clause 65 (*Confidentiality*); or
- (e) any Partner's liability arising as a result of its fraud, fraudulent misrepresentation, repudiation, or abandonment of its obligations under or in connection with this Agreement.

74 Claims for damages by third parties

If any Partner receives a claim (**Claim Recipient**) from a third party relating to the Multi-Force Shared Services, then (unless the claim is attributable solely to the actions or omissions of the Recipient):

- (a) the Claim Recipient will promptly notify the other Partners in writing of that claim;
- (b) the Partners will co-operate in conducting any litigation and negotiations for a settlement of the claim, giving each other reasonable assistance;
- (c) no Partner will make any admission or take any other action which might be prejudicial without the express written consent of all other Partners; and
- (d) the Partners will negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the claim. If necessary, the Partners will escalate the matter in accordance with the Escalation Process and if the matter cannot be resolved by agreement then any Partner may refer the matter to the Dispute Resolution Procedure in accordance with Part 10 (*Dispute Resolution Procedure*).

PART 13 – TERM AND TERMINATION

75 Term

75.1 This Agreement shall be deemed effective from the MFSS Commencement Date and shall continue in force, unless terminated earlier in accordance with Clause 76 (*Termination*), for an initial term of five years from the MFSS Commencement Date (Initial Term).

76 Termination

76.1 Termination by Cheshire

Cheshire may terminate this Agreement at any time by giving at least 12 months' notice to the Non-Lead Partners, such notice to expire on or after the expiry of the Initial Term. In this situation, this Agreement will terminate as a whole unless one of the Non-Lead Partners decides to take over Cheshire's role at lead force and provide the support for the Multi-Force Shared Services that was previously provided by Cheshire.

76.2 Termination by one of the Non-Lead Partners

One of the Non-Lead Partners may give notice to terminate its participation in the Multi-Force Shared Services at any time by the Police and Crime Commissioner of a relevant Partner giving the other Partners at least 12 months' notice

76.3 Termination for Default of Non-Lead Partners

76.3.1 Each and any of the following will be a Default:

Breach of warranty

- (a) any breach by a Non-Lead Partner of any of the representations and warranties contained in Part 12 (*Representations, Warranties and Liability*);

Material breach of this Agreement

- (b) a material breach by a Non-Lead Partner of any of its obligations under this Agreement, which, if remediable, has not been remedied within 30 Working Days after issue of a written notice specifying the breach and requesting it to be remedied.

76.4 Remedies for Default

76.4.1 Upon the occurrence of any Default the MFSS Joint Committee may, on behalf of all the non-defaulting Partners, and without prejudice to any of the other rights or remedies and to any rights of action which will accrue or will have already accrued to the other Partners decide to issue a notice in writing to the defaulting Partner:

- (a) temporarily suspending the provision of any or all of the Relevant Services to the relevant Partner; and/or
- (b) terminating the relevant Partner's participation in this Agreement in its entirety.

- (c) No services shall be suspended or terminated until the agreed escalation has been applied through the escalation process as set out in Clause 59 (*Escalation*).

76.4.2 The decision of the MFSS Joint Committee to exercise its rights under Clause 76.4.1 will be reached by a majority of the Partners.

76.5 Termination for default by Cheshire

76.5.1 A Non-Lead Partner may give notice to terminate its participation in the Multi-Force Shared Services at any time by the Police and Crime Commissioner of the relevant Partner giving the other Partners written notice if Cheshire commits a breach of any of its obligations under this Agreement and

- (a) Cheshire has not remedied the breach to the satisfaction of the relevant Non-Lead Partner (acting reasonably) within 30 Working Days, or such other period as may be specified by the Non-Lead Partner, after issue of a written notice specifying the breach and requesting it to be remedied; or
- (b) the breach is not, in the opinion of the Non-Lead Partner (acting reasonably), capable of remedy; or
- (c) the breach, in the opinion of the Non-Lead Partner (acting reasonably), is a material breach.

76.5.2 The Partners agree that any dispute as to whether the Non-Lead Partner has acted reasonably in exercising its rights pursuant to Clause 76.5.2 shall in the first instance be decided by a majority of the MFSS Joint Committee.

Consequences of termination

76.6 Termination in whole

Upon termination of this Agreement in whole, the obligations of the Partners will cease except for:

- (a) any obligations arising as a result of any antecedent contravention of this Agreement;
- (b) any obligations which are expressed to continue under Clause 77 (*Survival*) or otherwise in accordance with the terms of this Agreement; and
- (c) any other obligations which give effect to such termination or the consequences of such termination or which otherwise apply (expressly or impliedly) on or after such termination.

76.7 Termination in part

76.7.1 Upon termination of this Agreement in part (without prejudice to any right the other Partners may have to claim the amount of any loss or damage suffered by them as a result of the acts or omissions of any defaulting Partner):

- (a) the rights and obligations of the exiting Partner (**Exiting Partner**) will cease except for:

- (i) any obligations arising as a result of any antecedent contravention of this Agreement;
 - (ii) any obligations which are expressed to continue under Clause (e) (*Survival*) or otherwise in accordance with the terms of this Agreement; and
 - (iii) any other obligations which give effect to such termination or the consequences of such termination or which otherwise apply (expressly or impliedly) on or after such termination;
- (b) this Agreement shall remain in full force and effect in respect of all non-Exiting Partners subject to Clause 78 (*Termination Activities*);
 - (c) any non-Exiting Partners shall cease to owe any further rights to the Exiting Partner and the Exiting Partner shall cease to owe any further rights to the non-Exiting Partners subject to Clause 78 (*Termination Activities*);
 - (d) the Agreed Proportion shall be adjusted to reflect the impact of the departure of the Exiting Partner on the MFSS; and
 - (e) if the Exiting Partner is the only remaining Non-Lead Partner, this Agreement shall automatically terminate in its entirety.

77 Survival

77.1 The provisions of Clauses 1 (*Definitions and interpretation*), 20.2 (*Capgemini third party software*), 19 (*MFSS Property*), 20.4 (*Capgemini bespoke materials and commissioned materials*), 20.5 (*Charges*), 20.7 (*Acts or omissions of Northamptonshire*), 20.8 (*Rights and remedies relating to a Capgemini default*), 20.10 (*Dispute resolution*), 23 (*Co-operation*), 44 (*Audit of Capgemini*), 45 (*Examination by Audit Bodies*), 46 (*Audit and inspection by the MFSS Management Board*), Part 10 (*Dispute Resolution Procedure*), Part 11 (*Freedom of Information, Confidentiality and Data Protection*) 74 (*Claims for damages by third parties*), 78 (*Termination activities*), 79 (*Termination Costs*), 85 (*Waiver*), 86 (*Relationship of the Partners*), 87 (*Authorised representatives*), 90 (*Entire agreement*), 92 (*Notices*) and 94 (*Governing law and jurisdiction*) will survive the termination or expiry of this Agreement.

78 Termination activities

78.1 Purpose

The purpose of this Clause 78 (*Termination activities*) is to ensure continuity of the Multi-Force Shared Services:

- (a) upon termination of the entirety of this Agreement; or
- (b) where this Agreement is terminated by one or more Partners but continues in respect of all other Partners.

78.2 General obligation

Each Partner will take all reasonable steps and co-operate fully with each Exiting Partner and the Replacement Supplier if applicable so that any transfer of the Multi-Force Shared Services on termination is achieved with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Partners.

78.3 Security

78.3.1 Each Exiting Partner will and will ensure that its Replacement Supplier will comply with each of the other Partner's reasonable security procedures.

78.3.2 Each Partner will comply with any reasonable directions issued by the Head of Shared Services relating to security during the transfer of the Multi-Force Shared Services to the Replacement Supplier on termination.

78.4 Return of other Partner's property

78.4.1 On or prior to termination each Partner will make available for collection by the relevant Partners any data, equipment, documentation, information, materials or other property belonging to the other Partners or which it has no legal right to retain.

78.4.2 In particular, without prejudice to Clause 78.4.1 (*Return of other Partner's property*), each Partner will make available for collection by the relevant Partners:

- (a) Confidential Information not belonging to that Partner; and
- (b) any MFSS Property belonging to another Partner or jointly owned by the non-Exiting Partners.

78.5 MFSS Premises

On termination, the terminating Licensees will vacate the MFSS Premises, and remove from the MFSS Premises all equipment, property, furniture and other similar items owned or used by the terminating Licensees in connection with this Agreement.

78.6 Outline exit plan

78.6.1 Within 3 months of the date of this Agreement, the Partners will prepare and agree an outline exit plan specifying how they will co-operate to ensure an orderly handover of the Multi-Force Shared Services on termination.

78.6.2 The outline exit plan will comprise a series of workstreams. It will describe the activities and the associated liaison and assistance which will be required for the successful transfer of the Multi-Force Shared Services, including:

- (a) **Exit management** – this workstream will provide details of the representatives who will be responsible for ensuring that each Partner complies with its obligations on termination;
- (b) **Knowledge transfer workstream** – this workstream will provide information about the scope and operation of the Multi-Force Shared Services to enable the transfer of operational responsibility for the Multi-Force Shared Services from the MFSS to the relevant Partner, the Partners or the Replacement Supplier. It will include

appropriate briefings to the Partners or the Replacement Supplier on the details of the current delivery of the Multi-Force Shared Services (including projects which will continue after termination) to allow the Partners or the Replacement Supplier to provide continuity of service. It will also cover the arrangements for support to the Partners' or the Replacement Supplier's due diligence process, as appropriate;

- (c) **Technical environment workstream** – this workstream will deal with issues relating to the technical platforms (including the software and the hardware) used to provide the Multi-Force Shared Services and the transfer of each Partner's Data, including the agreement between the Partners of what will happen to jointly owned assets after termination;
- (d) **HR workstream** – this workstream will manage any implications of the termination upon employees of any Partner or Capgemini;
- (e) **Property workstream** – this workstream will be responsible for the vacation and/or transfer of any building space, facilities and services;
- (f) **Security workstream** – within this workstream security processes will be reviewed and agreed changes will be implemented;
- (g) **Risks and issues workstream** – this workstream will consist of the Partners maintaining and implementing a risk register for exit activities in accordance with Part 6 (*Risk management*);
- (h) **Communications workstream** – this workstream will identify the key stakeholders requiring communication during the exit period and develop, agree and execute a communication exercise that will fully brief the stakeholders on the exit plan progress and content as deemed appropriate by the Partners; and
- (i) **Financial workstream** – any amendments to the Termination Costs and any other payments to be made by either the terminating or non-terminating Partners on termination or in relation to termination activities.

78.6.3 If any Partner does not agree to the contents of the outline exit plan, it will specify those areas that require revision. The Partners will use all reasonable endeavours to agree a revised outline exit plan. This procedure will be repeated until the outline exit plan is agreed by the Partners.

78.6.4 The Partners will review the outline exit plan on a six-monthly basis (or more frequently on reasonable request by any Partner) to make sure that it reflects changes in the Multi-Force Shared Services and methods of provision of the Multi-Force Shared Services (including any changes required as a result of the addition of a New Partner or departure of an Exiting Partner at any time).

78.7 Detailed exit plan

78.7.1 The Partners will, within five Working Days of notice having been given of termination of this Agreement, agree a detailed exit plan specifying how they will ensure an orderly professional handover of the Multi-Force Shared Services on termination.

78.7.2 The detailed exit plan will be consistent with the outline exit plan and will include:

- (a) all of the information specified in Clause 78.6 (*Outline exit plan*) but in greater detail; and
- (b) a detailed project plan for the termination activities with details of the milestones and the planned milestone dates for termination activities.

78.8 Implementation of the exit plan

Each affected Partner will, without prejudice to its other obligations, implement the exit plan.

78.9 Additional assistance

In addition to complying with this Clause 78 (*Termination activities*) and without prejudice to its obligations under other provisions in this Agreement which are relevant on termination, each Partner will, at the reasonable request and expense of the Exiting Partner both before and for 12 months after termination, provide any other advice, assistance, information, training and co-operation reasonably required by the Exiting Partner for the provision of the Replacement Services.

79 Termination Costs

79.1 Definition of Termination Costs

On termination (whether in whole or in part) or expiry, the Partners may incur the following types of costs (**Termination Costs**):

- (a) **Redundancy and early retirement costs** –redundancy and early retirement costs as a direct result of termination.
- (b) **Premises costs** –costs on termination for changing the MFSS Premises.
- (c) **Support costs** –set-up and ongoing costs that the Partner may have incurred for providing agreed support for the MFSS or the MFSS Management Board as described in Part 4 (*Support for the MFSS*).
- (d) **Capgemini's fees** –charges and costs payable by Cheshire to Capgemini under the Capgemini Agreement.
- (e) **Licence fees** –charges for transferring software licences to the other Partners.
- (f) **Hardware costs** – any hardware costs incurred on termination and relating to hardware provided by one of the Partners in accordance with Part 4 (*Support for the Multi-Force Shared Services*).
- (g) **Legal costs** – the legal fees that each Partner may incur in instructing external lawyers to advise it in connection with termination.
- (h) **Audit costs** – any costs of carrying out the audits specified in this Agreement.
- (i) **Other** – any other costs set out in this Agreement or otherwise agreed by the Partners in writing.

79.2 Sharing of Termination Costs – termination in part

- 79.2.1 If one Partner terminates this Agreement for convenience under Clause 76.2 (*Termination by one of the Non-Lead Partners*) then that Partner will pay the Termination Costs relating to that termination.
- 79.2.2 If this Agreement is terminated in part in respect of one or more Partners as a result of a Default by that Partner or those Partners under Clause 76.3 (*Termination for Default*) then the Partner in Default will pay the Termination Costs relating to that termination.

79.3 Sharing of Termination Costs – termination in whole

- 79.3.1 Other than as set out in Clause 79.2 (*Sharing of Termination Costs – termination in part*) the Partners agree that, subject to Clauses 79.3.2 to 79.3.4 (*Sharing of Termination Costs – termination in whole*) each Partner will pay the Agreed Proportion of the total Termination Costs.
- 79.3.2 Clause 79.2.1 (*Sharing of Termination Costs – termination in whole*) is without prejudice to any liability a Partner may have to pay damages to another Partner as a result of a breach of this Agreement or the Capgemini Agreement or of any negligence by it, whether this Agreement has been terminated for breach by that Partner or not.
- 79.3.3 A Partner will not be able to recover additional MFSS Costs from the other Partners to the extent the additional Costs have been incurred by that Partner as a result of its own breach of this Agreement or the Capgemini Agreement or its own negligence.
- 79.3.4 A Partner will be able to recover 100% of additional MFSS Costs from another Partner to the extent the additional Costs have been incurred by that Partner as a result of that other Partner's breach of this Agreement or the Capgemini Agreement or that other Partner's negligence.

79.4 Calculation and payment of adjustments

- 79.4.1 The Head of Shared Services will provide the Exiting Partner or Partners and any other affected Partners with details of:
- (a) the Termination Costs which the Partners will incur;
 - (b) the relevant Termination Costs which each Partner should be liable for, taking into account the agreed sharing of the Termination Costs described in Clause 79.2 (*Sharing of Termination Costs*) (**Relevant Termination Costs**); and
 - (c) any adjustments that need to be made by one Partner to the other to ensure that it pays the Relevant Termination Costs.
- 79.4.2 The relevant Partner will invoice the other Partner for any adjustment that must be paid by the other Partner under Clause 79.4.1 (*Calculation and payment of adjustments*).
- 79.4.3 The relevant Partner will pay the invoice specified in Clause 79.4.2 (*Calculation and payment of adjustments*) within 14 Working Days of receipt of the invoice.

PART 14 – MISCELLANEOUS

80 Bribery

80.1 Definitions

In this Clause 80 (*Bribery*), **Associate** means a person who in connection with this Agreement is associated with a Partner within the meaning of section 8 of the Bribery Act 2010.

80.2 Compliance with applicable laws

Each Partner will and will procure that its Associates will:

- (a) comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010;
- (b) not engage in any activity which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if such activity had taken place in the UK; and
- (c) comply with its anti-bribery and anti-corruption policies and procedures.

80.3 Record keeping, audit and notifications

Each Partner will keep at its main place of business detailed, accurate and up-to-date records and books of account that are sufficient to enable the other Partner to verify its compliance with its obligations under this Clause 80 (*Bribery*).

81 Conflict of interest and prevention of corruption

81.1 None of the Partners will:

- (a) offer or agree to give any person working for or engaged by the other Partner or Capgemini or any other Contracting Authority or any Regulatory Body any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Partners or any other Contracting Authority or any Regulatory Body; nor
- (b) enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the other Partner or any other Contracting Authority or any Regulatory Body by or for that Partner, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to that Partner before the date of signature of this Agreement.

81.2 If any Partner (in all cases whether or not acting with that Partner's knowledge) breaches:

- (a) Clause 81.1 (*Conflict of interest and prevention of corruption*); or
- (b) the Prevention of Corruption Acts 1889-1916 in relation to this Agreement or any other contract with the other Partner or any other Contracting Authority or any Regulatory Body;

then the other Partner may terminate this Agreement by written notice with immediate effect and recover from that Partner the amount of any gift, consideration, inducement or reward, together with the amount of the loss or damage resulting from termination.

81.3 Any termination under Clause 81.2 (*Conflict of interest and prevention of corruption*) will be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Partner terminating this Agreement.

82 Whistleblowing

None of the Partners will protect whistleblowers employed by it (including any employees seconded to the MFSS Bodies) in accordance with the Public Interest Disclosure Act 1998 or other relevant law.

83 Non-discrimination

83.1 No Partner will, and each Partner will ensure that none of its sub-contractors will, unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any modification or re-enactment of it under any Law relating to discrimination in employment and will act at all times in a manner so as to assist the other Partner in the carrying out of its duties under the Race Relations Act 1976 insofar as they relate to this Agreement.

83.2 Each Partner will take all reasonable steps to secure the observance of the provisions of Clause 83.1 (*Non-discrimination*) by all its employees.

84 Assignment and novation

84.1 A change in the legal status of a Partner will not (subject to Clause 84.2 (*Assignment and novation*)) affect the validity of this Agreement and this Agreement will be binding on any successor body to the relevant Partner.

84.2 If this Agreement is novated to a body that is not a Contracting Authority, or a body that is not a Contracting Authority succeeds a Partner to this Agreement (both referred to as **transferee** in the following provisions of this Clause 84 (*Assignment and novation*)):

- (a) the other Partners will be entitled to exercise a right of termination if:
 - (i) the transferee suffers an Insolvency Event; or
 - (ii) the transferee commits:
 - (aa) a material default that, subject to the exercise of a remedial plan process, is not remedied within 30 days after notice of default from the other Partner to the transferee requiring its remedy; or
 - (bb) a material default that is irremediable; and
- (b) the transferee may only assign, novate or otherwise dispose of its rights and obligations under this Agreement (or any part) with the prior written consent of the other Partner (which consent will not be unreasonably withheld or delayed).

85 Waiver

85.1 No provision of this Agreement will:

- (a) relieve or be deemed to relieve a Partner from any obligation or liability unless expressly provided; or
- (b) create or be deemed to create any requirement on a Partner to obtain the consent or approval of another Partner to the carrying out of any act or exercise of any right unless expressly provided.

85.2 Each Partner will be responsible for ensuring that the Relevant Services satisfy its requirements.

86 Relationship of the Partners

Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind, that would impose liability on one Partner for the act or failure to act of the other Partner, or to authorise any Partner to act as agent for the other Partner. None of the Partners will have authority to make representations, act in the name of, or on behalf of, or to otherwise bind any other Partner.

87 Authorised representatives

87.1 The functions, rights and powers conferred by this Agreement on each Partner will be exercised by appointed representatives who have specific authority for the role they perform.

87.2 Each Partner will inform the other of the identity of its authorised representatives and the limits of their authority.

87.3 The MFSS Bodies will not act on instructions given by any employee or officer of a Partner (including any instructions to implement a contract change), unless the employee or officer is an authorised representative of that Partner acting within the limits of his or her authority (as notified to that Partner under Clause 87.2 (*Authorised representatives*)).

88 Invalidity and severability

If a court or administrative organisation with competent jurisdiction decides that a provision in this Agreement is not valid, this will not affect the rest of this Agreement. The Partners will try to agree on a suitable provision to replace the one that is not valid. The new provision should, as far as possible, achieve the same economic, legal and commercial aims of the invalid one.

89 Further assurances

Each Partner undertakes at the request of the other, and at the cost of the requesting Partner, to do all acts and execute all documents that may be necessary to give effect to the meaning of this Agreement.

90 Entire agreement

- 90.1 This Agreement constitutes the entire agreement and understanding between the Partners in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Partners in relation to such matters (notwithstanding the terms of any previous agreement or arrangement expressed to survive termination).
- 90.2 For the avoidance of doubt, the terms of this Agreement shall replace and supersede the terms of the Original Agreement with effect from the date of this Agreement and the Original Agreement shall cease to have any further effect save as set out in this Agreement.
- 90.3 Each Partner acknowledges and agrees that, in entering into this Agreement and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to any Partner in respect of any such statement, representation, warranty or undertaking will be for breach of contract under the terms of this Agreement.
- 90.4 Nothing in this Clause 90 (*Entire agreement*) will operate to exclude any liability for fraud or fraudulent misrepresentation.

91 Third party rights

- 91.1 The Partners do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 91.2 Notwithstanding that any term of this Agreement may be or may become enforceable by a person who is not a Partner, the terms of this Agreement or any of them may be varied, amended or modified, or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Partners, or this Agreement may be rescinded, in each case without the consent of the third party.

92 Notices

- 92.1 Any notice given under or in connection with this Agreement will be in writing, signed by or on behalf of the Partner giving it and will be served by delivering it personally or by sending it by pre-paid first-class post to the address of the relevant Partner as set out in Clause 91.2 or to such other address as that Partner may have notified in writing to the other Partners in accordance with this Clause 92 (*Notices*).
- 92.2 The addresses of the Partners for the purposes of Clause 91.1 are:
- 92.2.1 Cheshire: Police and Crime Commissioner for Cheshire, Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA;
- 92.2.2 Northamptonshire: Police and Crime Commissioner for Northamptonshire, Wootton Hall, Northamptonshire NN4 0JQ;
- 92.2.3 Nottinghamshire: Police and Crime Commissioner for Nottinghamshire, Arnot Hill house, Arnot Hill Park, Arnold, Nottingham, NG5 6LU.

92.3 A notice delivered personally is served when delivered. A notice sent by pre-paid first-class post is served 48 hours after posting.

93 Counterparts

The Partners may execute this Agreement in any number of copies and on separate copies. Each executed copy counts as an original of this Agreement and all of the executed copies form one instrument.

94 Governing law and jurisdiction

94.1 This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure each Partner agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

94.2 Nothing in Clause 94.1 (*Governing law and jurisdiction*) will prevent any Partner from applying to the courts of any country for injunctive or other interim relief.

94.3 The Partners irrevocably waive and agree not to make any claim that any proceedings in the English or Welsh courts under Clause 94.1 (*Governing law and jurisdiction*) have been brought in an inappropriate forum.

94.4 Despite anything to the contrary in this Agreement, Clause 94.1 (*Governing law and jurisdiction*) will be irrevocable.

Schedule 1 – The Multi-Force Shared Services

1 Service Hours

The core operating hours for the MFSS will be from 08:00 to 17:00 Monday to Friday. Self-service will however be available 24 hours a day, seven days a week, 365 days a year.

2 Relevant Services

		Cheshire	N'hants	Notts	CNPA
	Service desk - first-level support for IT incidents and problems, including:				
2.1.1	user administration;	✓	✓	✓	✓
2.1.2	change and release;	✓	✓	✓	✓
2.1.3	reporting;	✓	✓	✓	✓
2.1.4	service assurance;	✓	✓	✓	✓
2.1.5	testing; and	✓	✓	✓	✓
2.1.6	functional support.	✓	✓	✓	✓
	HR transactional services				
2.2.1	recruitment administration;	✓	✓	✓	
2.2.2	joiners administration;	✓	✓	✓	✓
2.2.3	maintaining employee data;	✓	✓	✓	✓
2.2.4	sickness reporting;	✓	✓	✓	✓
2.2.5	maintaining staff contracts;	✓	✓	✓	✓
2.2.6	administering performance management;	✓	✓	✓	✓
2.2.7	administering learning;	✓	✓	✓	✓
2.2.8	administering leavers;	✓	✓	✓	✓
2.2.9	post-employment administration; and	✓	✓	✓	✓
2.2.10	workforce reporting.	✓	✓	✓	✓
	Finance and accounting services				
2.3.1	credit checks and customer administration;	✓	✓	✓	✓
2.3.2	invoicing;	✓	✓	✓	✓

2.3.3	debtor management;	✓	✓	✓	✓
2.3.4	accounts receivable;	✓	✓	✓	✓
2.3.5	period end processing administration;	✓	✓	✓	✓
2.3.6	producing management account reports;	✓	✓	✓	✓
2.3.7	producing financial account reports;	✓	✓	✓	✓
2.3.8	processing expense claims;	✓	✓	✓	✓
2.3.9	processing payments;	✓	✓	✓	✓
2.3.10	administering credit cards;	✓	✓	✓	✓
2.3.11	providing supplier administration;	✓	✓	✓	✓
2.3.12	administering budget setting;	✓	✓	✓	✓
2.3.13	performing financial reconciliations; and	✓	✓	✓	✓
2.3.14	administering bank accounts.	✓	✓	✓	✓
	Purchasing services				
2.4.1	non-catalogue requisitions;	✓	✓	✓	✓
2.4.2	purchasing up to £10,000;	✓	✓	✓	✓
2.4.3	non-catalogue purchasing up to £10,000;	✓	✓	✓	✓
2.4.4	catalogue management;	✓	✓	✓	✓
2.4.5	invoice reconciliation; and	✓	✓	✓	✓
2.4.6	expediting.	✓	✓	✓	✓
	Payroll services				
2.5.1	Payroll administration	✓	✓	✓	✓

3 Retained services

3.1 The strategic elements of the following services will be retained by the Partners and are excluded from the Multi-Force Shared Services:

- (a) HR, including:
 - (i) people strategy;

- (ii) workforce planning; and
 - (iii) expert advice;
 - (b) finance and accounting, including:
 - (i) providing information, insight and advice to support operational, tactical and strategic decision making; and
 - (ii) maintaining effective internal controls; and
 - (c) procurement, including:
 - (i) providing information, insight and advice to support operational, tactical and strategic decision making;
 - (ii) the decision over what to purchase; and
 - (iii) the contracting route and suppliers.
- 3.2 The following back-office functions will also be Retained Functions (subject to any amendments agreed by the Partners under the Change Control Procedure):
- (a) duty management;
 - (b) estates and facilities;
 - (c) distribution, logistics and administration;
 - (d) IT, business systems services and other corporate services (other than those which fall within the definition of Multi-Force Shared Services); and
 - (e) IT service desk services (other than those which fall within the definition of Multi-Force Shared Services).
- 3.3 The MFSS will provide services to and work closely with the people providing the Retained Functions within the Partners (**Retained Team**) to provide a seamless end-to-end service.

Schedule 2 – Support for the MFSS

1 Support to be provided by Nottinghamshire

Nottinghamshire will provide the following support for the Multi-Force Shared Services:

	Premises	None
	Hardware	None
	Software	None
	Business support services	None
	Staff to be seconded or transferred pursuant to Clause 15 or 16	None

2 Support to be provided by Cheshire

Cheshire will provide the following support for the Multi-Force Shared Services:

	Premises	Premises at Cheshire Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA
	Hardware	Desktop or laptop hardware and operating system software for staff providing the Multi-Force Shared Services Storage hardware Servers
	Software	Microsoft Office Window 7
	Business support services	Procurement and Contract Services Accountancy Services Legal Services (to Cheshire as Lead Force in accordance with professional rules)

	Staff to be transferred pursuant to Clause 16	None
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3 Support to be provided by Northamptonshire

Northamptonshire will provide the following support for the Multi-Force Shared Services:

	Premises	Premises at Northamptonshire Police, Wootton Hall, Mereway, Northampton, NN4 0JQ
	Hardware	Desktop or laptop hardware and operating system software for staff providing the Multi-Force Shared Services Storage hardware Servers
	Software	Microsoft Office Window 7
	Staff to be seconded or transferred pursuant to Clause 15 or 16	None

4 Support to be provided by Civil Nuclear Constabulary

Civil Nuclear Constabulary will provide the following support for the Multi-Force Shared Services:

	Premises	None
	Hardware	None
	Software	None
	Business support services	None
	Staff to be seconded or transferred pursuant to Clause 15 or 16	None

Schedule 3 – The MFSS Bodies

Head of Shared Services: Sarah-Copley-Hirst

On 20/06/12 the Programme Board approved six delegated responsibilities to the Head of the Multi Force Shared Service;

- (i) Budget. The Head of Shared Services is a designated budget manager and the responsibilities that apply are set out in the Financial Regulations of the Cheshire Police Authority, March 2012 and the Scheme of Delegation for the Cheshire Constabulary, March 2012 (section 1 and 2).
- (ii) Staffing. The responsibilities are set out in the Scheme of Delegation for the Cheshire Constabulary, March 2012 (section 3). The MFSS will use the HR policies and procedures of the lead force, namely Cheshire Constabulary.
- (iii) Performance. The MFSS Management Board will oversee the performance of the Head of Shared Services. The Head of Shared Services will report performance to appropriate business leads in Cheshire and Northamptonshire. Any business critical issues will be escalated by the Head of Shared Services to Assistant Chief Officer, Cheshire who will liaise with the SRO of each Partner.
- (iv) Policy. The Head of Shared Services will adopt and comply with all policies of the lead force.
- (v) Process. The sustain and improve governance framework that has been agreed by the MFSS Management Board will apply and the Head of the Shared Services will work with the process owners (Directors/Heads of Service) in each Partner to continuously improve processes.
- (vi) Assets. In particular the Head of Shared Services is the asset owner for the Oracle e-business suite and associated technology and a member of the Business Development Group that has delegated responsibility from the MFSS Joint Committee to manage the Development Fund.

Name of the body or role	MFSS Joint Committee
Composition	
from Cheshire	Police and Crime Commissioner Statutory Officer from OPCC Chief Constable Substitutes may attend
from Civil Nuclear Constabulary	Chair of Police Authority Statutory Officer from CNPA Chief Constable Substitutes may attend
from Northamptonshire	Police and Crime Commissioner Statutory Officer from OPCC Chief Constable Substitutes may attend
from Nottinghamshire	Police and Crime Commissioner Statutory Officer from OPCC Chief Constable Substitutes may attend
Function/ responsibilities	
Terms of reference	<p>The MFSS Joint Committee shall only exercise such powers as are delegated to it by the individual Commissioners participating and in pursuance of those objectives set out in Sections 6ZA and 23 of the Police Action 1996</p> <p>The MFSS Joint Committee will determine all matters relating to the Shared Service and act as an oversight body. It will:</p> <ul style="list-style-type: none"> • Determine the strategic direction of the Multi-Force Shared Service • Monitor delivery and progress – to protect the respective Commissioner’s reputation and exposure to risks; • Manage dependencies and optimise connections between the partner forces; • Approve and oversee strategic key performance indicators and monitor performance against exceptions • Champion the Multi-Force Shared Service within the respective policing areas; and • Promote the Multi-Force Shared Service and determine future partners;
Relationship with other bodies e.g. who it reports to	

Standing Orders	
Full time or part time body/ role	Part Time
Location	Police Mutual - Litchfield
Meeting frequency	There should be at least two meetings per annum.
Quorum	The Quorum shall be one representative from each participating Partner
Minutes	The MFSS Joint Committee will be serviced by the Chairman's Office; The Chairman will rotate annually amongst the Partners.
Rules of Debate	
Reports it produces	
Records it maintains	
Process for appointment/change/removal of representatives/chairman/Secretary	The MFSS Joint Committee may be unanimous agreement invite other Police and Crime Commissioners to the MFSS Joint Committee
Process for delegation of functions (if permitted) to another person if representative is not available	<p>General Delegations:</p> <ul style="list-style-type: none"> • To develop and maintain a shared vision for the development of joint working arrangements for a multi force shared service, in consultation with the Chief Officers concerned. This will reflect the diversity of the Partners and the need to achieve a proper balance of policing activity. • Agree objectives, action plans and outcomes for the development and delivery of the Multi-Force Shared Service activity which is to be undertaken on a joint basis. • To discharge the governance responsibilities of participating Partners relating to the Multi-Force Shared Service activity. • To make arrangements for the effective scrutiny and monitoring of the Multi-Force Shared Service activity which will enable outcomes to be and necessary action agreed, and ensure benefits are achieved • To determine annual budgets and medium term financial plans.
Whether Approved Costs or Excluded Costs	
Disorderly conduct	
Appointment of sub-committees and panels	
Prejudicial Interests	

Name of the body or role	MFSS Management Board
Composition	
from Cheshire	Assistant Chief Officer Director of Finance Director of HR
From Civil Nuclear Constabulary	Business Director
from Northamptonshire	Head of Corporate Services Head of Finance & Asset Management Senior HR Business Partner
from Nottinghamshire	Assistant Chief Officer Director of Finance Director of HR
From MFSS	Head of Shared Services (Chair) Service Delivery Manager Accounts & Purchasing Manager HR Service Manager Management Support note-taker
Function/ responsibilities	
Terms of reference	<p data-bbox="756 875 863 902">Purpose</p> <p data-bbox="756 981 1406 1115">The MFSS Management Board is the strategic decision making body for the management and direction to the operational Multi Force Shared Service (MFSS).</p> <p data-bbox="756 1189 1082 1216">Scope of Responsibilities</p> <ol data-bbox="756 1294 1406 2022" style="list-style-type: none"> <li data-bbox="756 1294 1406 1395">1. Provide management and guidance to the Head of Shared Service to ensure an efficient and cost effective service is delivered to both forces. <li data-bbox="756 1435 1406 1570">2. Monitor performance against all Service Level Agreements and Key Performance Indicators and provide assurance to report to MFSS Joint Committee. <li data-bbox="756 1610 1406 1677">3. Oversee results of any audits required for Multi Force Shared Service. <li data-bbox="756 1718 1406 1852">4. Monitor the progress of business benefits from business case and future developments and raise exceptions or issues to forces and MFSS Joint Committee. <li data-bbox="756 1892 1406 1960">5. Champion the Multi Force Shared Service within the respective Partners. <li data-bbox="756 2000 1406 2022">6. Drive continuous improvement and best

	<p>practice for the Multi Force Shared Service.</p> <p>7. Monitor expenditure against budget and consider requests from the Head of Shared Service to change budget.</p> <p>8. Promote the Multi-Force Shared Service to other forces and seek future partners.</p> <p>9. Govern Requests for Change (RfCs) to the Enterprise Resource Planning system (Oracle E-business Suite).</p> <p>10. Manage the IP Development fund, make recommendations to MFSS Joint Committee to spend the fund and manage this spend.</p> <p>11. Oversee management of the Hosting and Applications Management contract.</p> <p>Boundaries of Responsibilities</p> <p>Decision making of the MFSS Management Board is limited to operational MFSS matters.</p>
Relationship with other bodies e.g. who it reports to	The oversight and decision making body for the Multi Force Shared Service is the MFSS Joint Committee
Standing orders	
Full time or part time body/ role	Part Time
Location	Video conference or Tele conference
Meeting frequency	<p>Meetings are currently held monthly but may move to bi-monthly/quarterly when the operation has settled to steady running.</p> <p>Extraordinary meetings can be convened for urgent business.</p>
Quorum	<p>If both the Chair and Deputy chair are not available, the meeting will not go ahead, unless specifically requested to do so by the Chair who will nominate a Substitute Chair.</p> <p>The meeting will not operate as a cabinet or committee with voting rights (unless directed by the Chair). The Chair or Deputy Chair will consider the papers and the advice of attendees before making a decision on relevant issues.</p>
Minutes	<p>The MFSS Management Support role is responsible for administering the meeting, providing the agenda, note-taking and will facilitate the circulation and production of the meeting record. The meeting record will be an action and decision log.</p> <p>The Head of Shared Services will be responsible for reviewing the action log prior to circulation.</p>

	<p>Best efforts will be made for the action and decision log to be circulated within 5 working days following the meeting.</p> <p>The MFSS Management Support role is responsible for circulating the minutes to all attendees via email. The minutes are 'RESTRICTED – BOARD MEMBERS ONLY'</p>
Rules of Debate	Members have debating right in all sections, voting rights are not applicable to any member as sole authority for decision making lies with the Chair, or the Deputy Chair in the absence of the Chair.
Reports it produces	MFSS Action_Decision_Information Register
Records it maintains	MFSS Action_Decision_Information Register MFSS Risk Register
Process for appointment/change/removal of representatives/chairman/Secretary	<p>The meeting will be reviewed annually, members will review its current membership / attendance to ascertain if still relevant and appropriate.</p> <p>The MFSS Management Board, shall have the power to appoint the staff members of the MFSS Management Board and may from time to time change the staff members of the Board.</p> <p>The membership will need to be reviewed if New Partners join the Multi Force Shared Service to consider the practical implications of each Partner having the same membership, or as the service matures the possibility of a strategic lead representing more than one force.</p> <p>Additional Members It may be necessary to have additional members who attend only for specific items detailed in the Scope of Responsibility; these individuals will be listed against the specific agenda item</p> <p>Delegated Members Delegated members may be allowed, subject to approval by the Chair. Any conditions attached to their attendance will be documented. Any delegated member will be fully briefed in order for them to be able to contribute effectively.</p> <p>Special Advisors Give opinions about their specialist area when requested to do so, and will be invited as required.</p> <p>Observers Observe proceedings, their attendance is by invitation for specific areas of discussion at discretion of Chair.</p>
Process for delegation of functions (if permitted) to another person if representative is not available	If both the Chair and Deputy chair are not available, the meeting will not go ahead
Whether Approved Costs or Excluded	

Costs	
Disorderly conduct	Any person who engages in any disorderly conduct which disrupts or disturbs the conduct of the meeting will be asked to leave by the chair
Appointment of sub-committees and panels	The meeting will not operate as a cabinet or committee with voting rights (unless directed by the Chair). Subject to the approval of the Chair the MFSS Management Board may sub-delegate any of its powers and discretions to a sub-committee. A resolution, prepared by the Chair to implement any sub-committee, shall be approved by the MFSS Management Board and membership of any sub-committee shall be proposed by the Chair and approved by the MFSS Management Board. The MFSS Management Board may revoke in whole or in part any such delegation or vary the terms of the delegation
Prejudicial Interests	All members are required to be aware of personal interests, to disclose any possible personal interests and to withdraw from the meeting where there is a prejudicial interest

Schedule 4 - On-Boarding Activities and On-boarding Project Plan

Nottinghamshire On-Boarding

1 On-Boarding Activities

- 1.1 The MFSS will provide the Relevant Services in a 'Big Bang' approach for the beginning of the financial year 2015/6.

2 On-Boarding Project Plan

- 2.1 The MFSS will start to provide the Relevant Services in the following Phases:

Key Milestone	Commencement Date
Install and Build	03 Aug 2015
Data Migration Cycle 1	14 Sep 2015
Data Migration Cycle 2	12 Oct 2015
System Integration Testing	02 Nov 2015
Crown DMS Bulk Load Test	09 Nov 2015
Data Migration Cycle 3 (Dry Run 1)	16 Nov 2015
Regression and UAT	30 Nov 2015
Data Migration Cycle 4 (Dry Run 2)	04 Jan 2016
Parallel Pay Runs	18 Jan 2016
Data Migration Cycle 5 (Cutover Dry Run)	29 Feb 2016
Data Migration Cycle 6 (Live Cutover)	21 Mar 2016
Go live	04 Apr 2016

Schedule 5 – Meetings

MFSS Joint Committee

Annual general meetings

An annual general meeting of the MFSS Joint Committee shall be held each year on such a date between June and September (inclusive) as may be convenient after the respective annual meetings of Cheshire and Northamptonshire respectively have been concluded.

At each annual general meeting, the MFSS Joint Committee shall appoint a chairman, a vice-chairman and a secretary, and carry out any other business normally transacted at an annual meeting.

Meetings of the MFSS Joint Committee shall be held at such venue and on such dates and at such times as the MFSS Joint Committee may decide from time to time.

Extraordinary meetings

An extraordinary meeting of the MFSS Joint Committee may be called by the secretary at any time upon the request of two members of the MFSS Joint Committee. Only business specified in the notice calling the extraordinary meeting may be dealt with at that extraordinary meeting.

Schedule 6 – Records and reports

Part one – Records

No	Body responsible for maintaining	Name of record	Description of record
1	Rotates around the partner Offices of the Police and Crime Commissioners or equivalent for each calendar year: <ul style="list-style-type: none"> • 2013 - Cheshire • 2014 - Northamptonshire • 2015 - Nottinghamshire • 2016 - CNPA/CNC 	Minutes of MFSS Joint Oversight Committee	Quarterly minutes of the meeting of the Joint Oversight Committee
2	Multi Force Shared Service	MFSS Management Board Decision Register	Decisions, Information and Risk Register of the Multi Force Shared Service Management Board

Part two – Reports

No	Body responsible for producing	Name of report	Description of report	Frequency
1	MFSS	Service Delivery Managers' Monthly Update	Update from Service Delivery managers that cover: Staffing, Performance against KPIs, Horizon Scanning, Benefits Realisation.	Monthly – Management Board
2	MFSS	Budget Update	Update to MFSS Management regarding spend to date against budget and forecast out-turn for financial year.	Monthly – Management Board
3	MFSS	Risk Register	Risk Register for the MFSS	Monthly – Management

				Board
4	MFSS	Programme Update	Update to the Joint Committee regarding progress of any ongoing Implementation Programmes against Project Milestones. Also includes Project Budget update and Project Issues and Risks Log	Quarterly – Joint Committee
5	MFSS	Performance Update	Update to the Joint Committee regarding MFSS performance against agreed Key Performance Indicators. Also includes Budget Update and Risk Register	Quarterly – Joint Committee
6	MFSS	Commercial Development	Update to the Joint Committee regarding Commercial Development of the MFSS, including a list of all interactions with interested forces or other organisations	Quarterly – Joint Committee

Schedule 7 – Commercially Sensitive Information

Commercially sensitive contractual provisions	For period ending on date below
This Agreement	Six years from the MFSS Commencement Date
Capgemini Agreement of 30 December 2010	

Schedule 8 – Agreed Proportion

The **Agreed Proportion** means:

2.1.1 Cheshire: 31.4%

2.1.2 Northamptonshire: 20.8%

2.1.3 Nottinghamshire: 35.5%%

2.1.4 Civil Nuclear Constabulary: 12.6%

The above proportion has been determined by comparing the number of users at each Partner. If the number of users changes, then any of the Partners will be entitled to request a change in the Agreed Proportion and the Partners will act reasonably in agreeing the amended proportion.

Schedule 9 – Deed of Adherence

This Deed of Adherence is dated

BETWEEN

- (1) Police and Crime Commissioner for Cheshire of Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA (hereinafter referred to collectively with the second party as Cheshire); and
- (2) The Chief Constable of Cheshire Constabulary of Constabulary HQ, Clemonds Hey, Oakmere Road, Winsford CW7 2UA (hereinafter referred to collectively with the first party as **Cheshire**); and
- (3) The Civil Nuclear Police Authority of F6 Culham Science Centre, Abingdon, Oxfordshire, OX14 3DB (hereinafter referred to collectively with the fourth party as **New Partner**); and
- (4) The Chief Constable of Civil Nuclear Constabulary of Civil Nuclear Constabulary Head Quarters, F6 Culham Science Centre, Abingdon, Oxfordshire, OX14 3DB (hereinafter referred to collectively with the third party as **New Partner**).

Background

- A Cheshire and Northamptonshire set up a shared services centre of excellence (MFSS) for the provision of HR, finance, purchasing services, estates and facilities and logistics services (Multi-Force Shared Services).
- B The MFSS went live with all services between 1st April 2012 and 31st March 2013.
- C This Deed of Adherence is supplemental to an agreement for the provision of MFSS Services dated 27th July 2014 (**Agreement**) made between Cheshire, Northamptonshire and Nottinghamshire.
- D Cheshire is acting as lead force on behalf of the MFSS and is authorised by the Partners to the Agreement to enter into and execute this Deed of Adherence on behalf of the MFSS and all Partners to the MFSS.
- E The New Partner has decided that it would like to join the MFSS on the terms set out in the Agreement.
- F Cheshire and the New Partner confirm that the Agreement is in the interests of the efficiency and/or effectiveness of one or more Policing Bodies or Policing Forces and that it has been drafted in accordance with the statutory guidance for police collaboration from the Home Office, dated October 2012.

The parties agree as follows:

1. INTERPRETATION

- 1.1. In this Deed, unless the context otherwise requires, expressions defined in the Agreement and used in this Deed shall have the meaning set out in the Agreement.

2. ADHERENCE TO THE AGREEMENT

- 2.1. The New Partner confirms that he/she has been supplied with a copy of the Agreement and agrees that he/she shall be deemed with effect from [] (**Effective Date**) to be a party to the Agreement as New Partner.

3. AMENDMENTS TO THE AGREEMENT

- 3.1. With effect from the Effective Date, the parties agree the following amendments to the Agreement:

3.1.1. the Relevant Services to be provided to the New Partner shall be as set out in Schedule 1 to this Deed and added to Part 2 of Schedule 1 of the Agreement;

3.1.2. the support (premises, hardware, software, staff and other support) to be provided by the New Partner to the MFSS shall be as set out in Schedule 2 to this Deed and added to Part 1 of Schedule 2 as an additional paragraph;

3.1.3. the Agreed Proportion shall be amended as per Schedule 3 to this Deed and Schedule 8 of the Agreement shall be deleted and replaced by a new Schedule 8 identical to Schedule 3 to this Deed;

3.1.4. the On-boarding Activities and On-boarding Project Plan for the New Partner shall be as set out in Schedule 4 to this Deed and shall be added to Schedule 4 of the Agreement;

3.1.5. The following persons shall represent the New Partner at the MFSS Bodies as follows:

3.1.5.1. MFSS Joint Committee: *[insert]*

3.1.5.2. MFSS Management Board: *[insert]*

and Schedule 3 of the Agreement shall be updated to reflect the addition of those persons to the relevant MFSS Body.

4. GENERAL

- 4.1. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to this Deed.

- 4.2. The New Partner's address for Notices for the purpose of Clause 92.1 of the Agreement is :

Civil Nuclear Police Authority, Building F6, Culham Science Centre, Abingdon, OX14 3DB

- 4.3. No party shall make, or permit any person to make, any public announcement concerning this Deed without the prior written consent of the other party except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

- 4.4. Each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Deed.

- 4.5. This Deed may be executed in counterparts or duplicates, each of which, when executed and delivered shall constitute an original of this Deed and such counterparts or duplicates together shall constitute one and the same instrument.

4.6. No counterpart or duplicate shall be effective until both parties have executed and delivered at least one counterpart or duplicate.

4.7. This Deed shall be governed by and construed in accordance with the law of England and 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 Deed or its subject matter or formation (including non-contractual disputes and claims).

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

Signed by the parties on the date set out at the beginning of this document.

Signed by)
)
duly authorised to sign for and on behalf of)
POLICE AND CRIME COMMISSIONER FOR)
CHESHIRE)
)

Signed by)
)
duly authorised to sign for and on behalf of)
CHIEF CONSTABLE OF CHESHIRE)
CONSTABULARY)
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Signed by)
)
duly authorised to sign for and on behalf of)
THE CIVIL NUCLEAR POLICE AUTHORITY)
)
)

Signed by)
)
duly authorised to sign for and on behalf of)
CHIEF CONSTABLE OF CIVIL NUCLEAR)
CONSTABULARY)
)

Schedule 1 to the Deed of Adherence

The Relevant Services

	New Partner
Service desk - first-level support for IT incidents and problems, including:	
• user administration;	✓
• change and release;	✓
• reporting;	✓
• service assurance;	✓
• testing; and	✓
• functional support.	✓
• HR transactional services	✓
• recruitment administration;	
• joiners administration;	✓
• maintaining employee data;	✓
• sickness reporting;	✓
• maintaining staff contracts;	✓
• administering performance management;	✓
• administering learning;	✓
• administering leavers;	✓
• post-employment administration; and	✓
• workforce reporting.	✓
Finance and accounting services	
• credit checks and customer administration;	✓
• invoicing;	✓

• debtor management;	✓
• accounts receivable;	✓
• period end processing administration;	✓
• producing management account reports;	✓
• producing financial account reports;	✓
• processing expense claims;	✓
• processing payments;	✓
• administering credit cards;	✓
• providing supplier administration;	✓
• administering budget setting;	✓
• performing financial reconciliations; and	✓
• administering bank accounts.	✓
Purchasing services	
• non-catalogue requisitions;	✓
• purchasing up to £10,000;	✓
• non-catalogue purchasing up to £10,000;	✓
• catalogue management;	✓
• invoice reconciliation; and	✓
• expediting.	✓
Payroll services	
• Payroll administration	✓

Schedule 2 to the Deed of Adherence

Support to be provided by New Partner

The New Partner will provide the following support for the Multi-Force Shared Services:

Premises	None
Hardware	None
Software	None
Business support services	None
Staff to be seconded or transferred pursuant to Clause 15 or 16	None

Schedule 3 to the Deed of Adherence

Agreed Proportion

The Agreed Proportion means:

- Cheshire: 31.4%
- Northamptonshire: 20.8%
- Nottinghamshire: 35.5%%
- Civil Nuclear Constabulary: 12.6%

The above proportion has been determined by comparing the number of users at each party. If the number of users changes, then any of the parties will be entitled to request a change in the Agreed Proportion and the parties will act reasonably in agreeing the amended proportion.

Schedule 4 to the Deed of Adherence

On-boarding Activities and On-boarding Project Plan

1 On-Boarding Activities

[insert details]

2 On-Boarding Project Plan

2.1 The MFSS will start to provide the Relevant Services to the New Partner in the following Phases:

Key Milestone	Commencement Date
Install and Build	03 Aug 2015
Data Migration Cycle 1	14 Sep 2015
Data Migration Cycle 2	12 Oct 2015
System Integration Testing	02 Nov 2015
Crown DMS Bulk Load Test	09 Nov 2015
Data Migration Cycle 3 (Dry Run 1)	16 Nov 2015
Regression and UAT	30 Nov 2015
Data Migration Cycle 4 (Dry Run 2)	04 Jan 2016
Parallel Pay Runs	18 Jan 2016
Data Migration Cycle 5 (Cutover Dry Run)	29 Feb 2016
Data Migration Cycle 6 (Live Cutover)	21 Mar 2016
Go live	04 Apr 2016

Appendix 1
Capgemini Agreement

Appendix 2

Current Business Continuity Plan

Signed by the parties on the date set out at the beginning of this document

Signed by)
)
duly authorised to sign for and on behalf of)
POLICE AND CRIME COMMISSIONER FOR)
CHESHIRE)
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CHIEF CONSTABLE OF CHESHIRE)
CONSTABULARY)
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NORTHAMPTONSHIRE)
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NOTTINGHAMSHIRE)
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