

**NATIONAL COLLABORATION AGREEMENT  
IN RELATION TO**

**The Modern Slavery and Organised Immigration  
Crime Programme 2023-24**

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**WARNING: THIS IS AN UNREDACTED VERSION OF THE COLLABORATION AGREEMENT AND SHOULD NOT BE PUBLISHED ON THE GROUNDS THAT IT COULD UNDERMINE OPERATIONAL TACTICS. IN ORDER TO COMPLY WITH THE PUBLICATION REQUIREMENTS UNDER SECTION 23E OF THE POLICE ACT 1996 THE POLICING BODIES AND CHIEF OFFICERS SHALL AS AN ALTERNATIVE TO PUBLICATION OF THE ENTIRE AGREEMENT NEED TO AGREE THAT THEY SHALL PUBLISH THE FACT THAT AN AGREEMENT HAS BEEN MADE AND SUCH OTHER DETAILS ABOUT IT AS THEY THINK APPROPRIATE**

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THIS AGREEMENT is made on

BETWEEN THE FOLLOWING CHIEF OFFICERS:

1. The Chief Constable of Avon and Somerset Constabulary
2. The Chief Constable of Bedfordshire Police
3. The Chief Constable of Cambridgeshire Constabulary
4. The Chief Constable of Cheshire Constabulary
5. The Commissioner of Police for the City of London
6. The Chief Constable of Cleveland
7. The Chief Constable of Cumbria Constabulary
8. The Chief Constable of Devon and Cornwall Police
9. The Chief Constable of Derbyshire Constabulary
10. The Chief Constable of Dorset Police
11. The Chief Constable of Durham Constabulary
12. The Chief Constable of Dyfed-Powys Police
13. The Chief Constable of Essex Police
14. The Chief Constable of Gloucestershire Constabulary
15. The Chief Constable of Greater Manchester Police
16. The Chief Constable of Gwent Police
17. The Chief Constable of Hampshire Constabulary
18. The Chief Constable of Hertfordshire Constabulary
19. The Chief Constable of Humberside Police
20. The Chief Constable of Kent Police
21. The Chief Constable of Lancashire Constabulary
22. The Chief Constable of Leicestershire Police
23. The Chief Constable of Lincolnshire Police
24. The Chief Constable of Merseyside Police
25. The Commissioner of Police of the Metropolis
26. The Chief Constable of Norfolk Constabulary
27. The Chief Constable of Northamptonshire Police
28. The Chief Constable of Northumbria Police
29. The Chief Constable of North Wales Police
30. The Chief Constable of North Yorkshire Police
31. The Chief Constable of Nottinghamshire Police
32. The Chief Constable of South Wales Police
33. The Chief Constable of South Yorkshire Police
34. The Chief Constable of Staffordshire Police
35. The Chief Constable of Suffolk Constabulary
36. The Chief Constable of Surrey Police
37. The Chief Constable of Sussex Police
38. The Chief Constable of Thames Valley Police

39. The Chief Constable of Warwickshire Police
40. The Chief Constable of West Mercia Police
41. The Chief Constable of West Midlands Police
42. The Chief Constable of West Yorkshire Police
43. The Chief Constable of Wiltshire Police

AND THE FOLLOWING POLICING BODIES:

44. The Police and Crime Commissioner for Avon and Somerset
45. The Police and Crime Commissioner for Bedfordshire
46. The Police and Crime Commissioner for Cambridgeshire
47. The Police and Crime Commissioner for Cheshire
48. The Common Council of the City of London
49. The Police and Crime Commissioner for Cleveland
50. The Police and Crime Commissioner for Cumbria
51. The Police and Crime Commissioner for Devon and Cornwall
52. The Police and Crime Commissioner for Derbyshire
53. The Police and Crime Commissioner for Dorset
54. The Police and Crime Commissioner for Durham
55. The Police and Crime Commissioner for Dyfed-Powys
56. The Police, Fire and Crime Commissioner for Essex acting as a Policing Body
57. The Police and Crime Commissioner for Gloucestershire
58. The Greater Manchester Combined Authority
59. The Police and Crime Commissioner for Gwent
60. The Police and Crime Commissioner for Hampshire
61. The Police and Crime Commissioner for Hertfordshire
62. The Police and Crime Commissioner for Humberside
63. The Police and Crime Commissioner for Kent
64. The Police and Crime Commissioner for Lancashire
65. The Police and Crime Commissioner for Leicestershire
66. The Police and Crime Commissioner for Lincolnshire
67. The Police and Crime Commissioner for Merseyside
68. The Mayor's Office for Policing and Crime
69. The Police and Crime Commissioner for Norfolk
70. The Police and Crime Commissioner for North Wales
71. The Police, Fire and Crime Commissioner for North Yorkshire acting as a Policing Body
72. The Police, Fire and Crime Commissioner for Northamptonshire acting as a Policing Body
73. The Police and Crime Commissioner for Northumbria
74. The Police and Crime Commissioner for Nottinghamshire
75. The Police and Crime Commissioner for South Wales
76. The Police and Crime Commissioner for South Yorkshire

77. The Police, Fire and Crime Commissioner for Staffordshire acting as a Policing Body
78. The Police and Crime Commissioner for Suffolk
79. The Police and Crime Commissioner for Surrey
80. The Police and Crime Commissioner for Sussex
81. The Police and Crime Commissioner for Thames Valley
82. The Police and Crime Commissioner for Warwickshire
83. The Police and Crime Commissioner for West Mercia
84. The Police and Crime Commissioner for West Midlands
85. West Yorkshire Combined Authority
86. The Police and Crime Commissioner for Wiltshire

## IT IS AGREED AS FOLLOWS:

### 1. Introduction and Legal Context

- 1.1. The Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 dated December 2019 pursuant to which they established a collaborative venture known as Modern Slavery Police Transformation Programme (now the Modern Slavery and Organised Immigration Crime Programme) (the “**Programme**”) with the aim of providing support to police forces in England and Wales to improve their response to Modern Slavery through the establishment of the Modern Slavery Teams (as defined in that agreement) (the “**2019 Collaboration Agreement**”). The 2019 Collaboration Agreement was amended by further Agreements dated 2020 and 2021.
- 1.2. The 2019 Collaboration Agreement stated that the Strategic Oversight Board shall be entitled to recommend that the Programme shall continue beyond 31<sup>st</sup> March 2020 provided that the terms of the agreement under Section 22A of the Police Act 1996 (as amended) to continue the Programme beyond 31<sup>st</sup> March 2023 are the terms set out in the APACCE Agreement.
- 1.3. It is acknowledged that there was no formal agreement for the 2022/2023 period, however the services of the Programme continued to be provided in line with the 2021/2022 agreement. There are no known Liabilities that arouse during 2022/2023 period.
- 1.4. Accordingly, the Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 on the terms set out in the APACCE Agreement dated April 2022 confirming the extension of the Programme during the period from 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024 (the “**2023 Collaboration Agreement**”).
- 1.5. The Chief Officers, Policing Bodies and other Parties now wish to confirm the extension of the Programme during the period 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024 and accordingly wish to enter into a collaboration agreement (again on the terms set out in the APACCE Agreement) pursuant to section 22A of the Police Act 1996 (as amended by the PRSRA) containing provision relating to the discharge of functions of members of a police force (“force collaboration provision”).
- 1.6. This Agreement sets out the arrangements for the discharge of the Policing Bodies’ functions under this collaboration.
- 1.7. The Parties are cognisant of their rights and responsibilities under the PRSRA and that Policing Bodies are constrained by the provisions of section 18 of the PRSRA and as a result unable to delegate their functions to Chief Officers, other Policing Bodies, police constables or staff of either Chief Officers or other Policing Bodies. Each Party acknowledges that for this Agreement to be binding on its Police Service it must be signed by both its Chief Officer and its Policing Body (or their respective authorised delegates).
- 1.8. This Agreement replaces any earlier collaboration agreements entered into in respect of Modern Slavery Police Transformation Programme (including the Original Collaboration Agreements) and governs the Parties’ continued collaboration in relation to the Modern Slavery and Organised Immigration Crime Programme. The Parties consider that the continuation of

Modern Slavery and Organised Immigration Crime Programme would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Parties hereby agree to exercise their collaboration functions so as to give effect to this Agreement. In particular:

- 1.8.1. the Policing Bodies agree that the purpose of this Agreement is to provide a national team, funded by the External Funding, to deliver the responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme as set out in **Clause 1.8**.
- 1.8.2. the Policing Bodies agree that, although the Budget does not anticipate any Financial Contributions to be required from them, should any Financial Contributions be required for any reason as set out in **Schedule 2** and approved by the Policing Bodies in accordance with **Clause 3.2.5.3**, the Policing Bodies shall provide the financial resources and other support required from them in accordance with the terms and conditions of this Agreement; and
- 1.8.3. the Chief Officers agree that they should continue to collaborate in the Modern Slavery and Organised Immigration Crime Programme and that they shall continue to provide the officers, staff, equipment and support necessary to give effect to this Agreement.
- 1.9. The responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme (more particularly described in **Schedule 1**) are:
  - 1.9.1. to protect vulnerable people by driving and embedding an innovative, consistent, and effective policing response to modern slavery and organised immigration crime;
  - 1.9.2. to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of the provision of policing response to modern slavery and organised immigration crime; and
  - 1.9.3. anything which could be considered incidental or ancillary to any of the aforementioned strategic aims.
- 1.10. This Agreement shall take effect from the Effective Date and shall continue in force until terminated in accordance with **Clause 26**.
- 1.11. Each Party shall comply with applicable Law in its performance of its obligations under this Agreement.

**2. Definitions and Interpretations**

- 2.1. In this Agreement except where a different interpretation is clear from, or necessary in the context, the following terms shall have the following meanings:

“Agreement”	means this document, including its Clauses and Schedules, as amended from time to time in accordance with <b>Clause 24</b> ;
“APACCE Agreement”	means the template agreement prepared by the Association of Policing and Crime Chief Executives for national collaborations made under section 22 of the Police Act 1996;
“Apportionment Ratio”	means the percentage of overall cost, liability or benefit in respect of which each Police Service is responsible or entitled as set out in the Funding Principles;
“Association of Police and Crime Commissioners (APCC)”	means the body that brings Police and Crime Commissioners together to help coordinate, reform, improve and provide value for money;
“Budget”	means the annual revenue and capital budget for the Modern Slavery and Organised Immigration Crime Programme prepared by the Lead Policing Body in accordance with <b>Clause 8.1.1</b> and

	approved by the Policing Bodies in accordance with <b>Clause 3.2.5.1</b> (the current version of which is attached at <b>Annex 1 to Schedule 2</b> );
“Business Day”	means any day other than a Saturday or Sunday or public or bank holiday in England and Wales;
“Centrally Funded Team”	means those officers and staff, forming part of the Modern Slavery and Organised Immigration Crime Unit, who are centrally funded and are identified as such in <b>Schedule 5</b> ;
“Chair”	means the person appointed to the role of the Chair of the Strategic Assurance Board from time to time and who, as at the date of this Agreement, shall be the Police and Crime Commissioner for Devon and Cornwall;
“Chief Officer”	means a chief officer (as defined under section 231(3) of the Police Act 1996) who is a signatory to this Agreement and any successor body;
“College of Policing”	means the professional body that supports the training and development of police officers and police staff;
“Crown Prosecution Service” or “CPS”	means the principal public agency for conducting criminal prosecutions in England and Wales;
“Delivery Plan”	means the annual delivery plan for delivering the Strategy prepared by the Head of Unit in accordance with <b>Clause 7.1.3</b> and approved by the Chief Officers in accordance with <b>Clause 3.5</b> ;
“Effective Date”	means the date of signature of this Agreement;
“External Funding”	means any funding or assistance provided by a Funding Body to any Party for use by or in connection with the Modern Slavery and Organised Immigration Crime Programme (and includes the funding in accordance with the Grant Agreement);
“Financial Contribution”	means any potential cash contribution (to be) made by a Party in accordance with <b>Schedule 2</b> ;
“Funding Body”	means the Home Office or any state, public or private sector body which provides External Funding to the Parties;
“Funding Conditions”	means the terms on which a Funding Body provides any External Funding to the Parties (and includes any terms set out in the Grant Agreement);
“Funding Principles”	means the principles upon which the Parties shall fund and/or resource the Modern Slavery and Organised Immigration Crime Programme as set out in <b>Schedule 2</b> ;
“Grant”	means the grant funding provided by the Home Office for the purpose of achieving the strategic aims of the Modern Slavery and Organised Immigration Crime Programme;
“Grant Agreement”	means the agreement setting out the terms on



	which the Grant shall be provided by the Home Office to the Lead Policing Body (a copy of which is attached at <b>Annex 2 of Schedule 2</b> );
“Head of Unit”	means the individual appointed from time to time by the Strategic Assurance Board as the Head of Unit of the Modern Slavery and Organised Immigration Crime Unit;
“Home Office”	means the Secretary of State;
“Immigration Enforcement”	means the Home Office agency responsible for preventing abuse, tracking immigration offenders and increasing compliance with immigration law;
“Intellectual Property”	means any patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, artistic rights, know how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
“Law”	means any applicable law, statute, by-law, regulation, delegated or subordinate legislation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or any directive or requirement or notice of any Regulatory Body;
“Lead Chief Officer”	means the Assistant Chief Constable of Devon and Cornwall Police;
“Lead Policing Body”	means the Police and Crime Commissioner for Devon and Cornwall;
“Lead Policing Body Chief Financial Officer”	means the Chief Financial Officer of the Lead Policing Body;
“Modern Slavery”	means the offence of holding a person to slavery or servitude, requiring performance of compulsory labour and arranging or facilitating travel of another person with a view to that person being exploited as defined in the Modern Slavery Act 2015;
“Modern Slavery and Organised Immigration Crime Programme”	means the modern slavery and organised immigration crime programme with the responsibilities and strategic aims as set out in <b>Clause 1.8 and Schedule 1</b> created and <u>continued</u> by the Original Collaboration Agreements and funded, operated and resourced in accordance with this Agreement;
“Modern Slavery and Organised Immigration Crime Unit”	means the unit established to deliver the Responsibilities and Strategic Aims;
“National Police Chiefs Council” or “NPCC”	means the body that brings Chief Officers together to help co-ordinate police operations and to help reform, improve and provide value for money to policing;
“National Referral Mechanism” or “NRM”	means the framework for identifying victims of human trafficking or Modern Slavery and ensuring they receive the appropriate support;

“Original Collaboration Agreements”	means the 2019 Collaboration Agreement (as defined in Clause 1.1) and the 2021 Collaboration Agreement (as defined in Clause 1.3);
“Organised Immigration Crime” or “OIC”	means criminal groups involved in people smuggling in several different ways, including producing and supplying false travel documentation and smuggling people to Europe and the UK;
“Party” or “Parties”	means a party or the parties to this Agreement and shall include the Chief Officers, the Policing Bodies and other parties;
“Police Data”	has the meaning given in <b>Schedule 4</b> ;
“Police Service”	means the Chief Officer and the Policing Body from the same police force area;
“Policing Body”	means a local policing body (as defined under section 101 of the Police Act 1996) or any other public body discharging policing functions (including any public body taking on the role of fire and rescue authority) who is a signatory to this Agreement and any successor body;
“Programme Board”	means the Modern Slavery and Organised Immigration Crime Programme Board as further described in <b>paragraph 3 of Schedule 3</b> ;
“Programme Manager”	means the individual appointed from time to time by the Strategic Assurance Board as the Programme Manager of the Modern Slavery and Organised Immigration Crime Programme;
“PRsRA”	means the Police Reform and Social Responsibility Act 2011;
“Regulatory Body”	means any government department or regulatory, statutory or other entity, committee, ombudsman or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Parties;
“Resource Contribution”	means any non-cash contribution (including the provision of staff and/or officers) (to be) provided by each Party in accordance with <b>Schedule 2</b> and <b>Schedule 5</b> ;
“Responsibilities and Strategic Aims”	means the responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme as identified by the Parties and set out in <b>Clause 1.8</b> and more particularly described in <b>Schedule 1</b> ;
“ROCU”	means the Regional Organised Crime Units;
“Secretary of State”	means the person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;
“Single Competent Authority” or “SCA”	means Home Office department responsible for administering the National Referral Mechanism;

“Strategic Assurance Board”	means the board established pursuant to <b>Clause 4</b> as further described in <b>paragraph 2 of Schedule 3</b> ;
“Strategy”	means the strategy for the Modern Slavery and Organised Immigration Crime Programme prepared by the Lead Policing Body in accordance with <b>Clause 8.1.2</b> and approved by the Policing Bodies in accordance with <b>Clause 3.2.2</b> ; and
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 2.2. In this Agreement unless the context requires otherwise:
- 2.2.1. words importing the singular shall include the plural and vice versa.
  - 2.2.2. words importing any particular gender shall include all other genders.
  - 2.2.3. references to persons shall include bodies of persons whether corporate or incorporate.
  - 2.2.4. words importing the whole shall be treated as including a reference to any part of the whole.
  - 2.2.5. any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it;
  - 2.2.6. any reference in this Agreement to any document, shall be construed as referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of this Agreement);
  - 2.2.7. references in this Agreement to any Clauses and Schedules are to the Clauses and Schedules to this Agreement except where otherwise expressly stated; and
  - 2.2.8. headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses or Schedules to which they relate.
- 2.3. If there is any conflict between the terms of this Agreement and any Funding Conditions, this Agreement shall prevail in relation to the arrangements made between the Parties, but it shall not affect any Party’s obligations to the Funding Body under the Funding Conditions.

### 3. Governance and Accountability

- 3.1. Each Policing Body is responsible for securing the maintenance of the police force for its area and securing the efficiency and effectiveness of the police force for its area.
- 3.2. The Policing Bodies shall, for the purposes of **Clause 3.1**, be responsible for:
  - 3.2.1. the governance of the Modern Slavery and Organised Immigration Crime Programme.
  - 3.2.2. approving the Strategy.
  - 3.2.3. holding the relevant Chief Officer to account for the discharge of functions by anyone who:
    - 3.2.3.1. is acting under the terms of this Agreement; and
    - 3.2.3.2. while so acting is under the direction and control of that Chief Officer.
  - 3.2.4. monitoring, from a governance perspective, the effectiveness and efficiency of the Modern Slavery and Organised Immigration Crime Programme and considering ways in which the functions of the Modern Slavery and Organised Immigration Crime Programme could be exercised to improve the effectiveness and efficiency of the Police Services.

- 3.2.5. approving:
  - 3.2.5.1. the Budget (including any financial reserves);
  - 3.2.5.2. the carrying forward of any under spend at each year-end (subject to the terms of any Funding Conditions);
  - 3.2.5.3. any over-spend identified at any time (to the extent not already covered in the Budget);
  - 3.2.5.4. any changes to the Apportionment Ratio (including as a result of the withdrawal from this Agreement of one or more Police Service or as a result of any other event that would have an impact on the Financial Contributions);
  - 3.2.5.5. any virements of £100,000 (one hundred thousand pounds) or above proposed by the Strategic Assurance Board.
- 3.2.6. approving the purchase or lease of any facilities, equipment, fleet, or premises in accordance with **Clause 17.6** which have a value in excess of £20,000 or have not been specifically identified in the Budget.
- 3.2.7. resolving, where applicable, any disputes which may arise in accordance with **Clause 29**;
- 3.2.8. without prejudice to **Clause 3.2.5** approving any proposals for any significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Modern Slavery and Organised Immigration Crime Unit.
- 3.2.9. reviewing this Agreement for the purpose of maintaining a legal framework in which the Modern Slavery and Organised Immigration Crime Programme can function in an efficient and effective manner for one or more Policing Bodies and the police forces they maintain and proposing any amendments to the terms of this Agreement for approval by the Parties.
- 3.2.10. requesting, by written notice to the Parties, the periodic review of this collaboration at such frequency as they determine necessary.
- 3.2.11. determining the frequency of the submission of reports by the Strategic Assurance Board, the Programme Board, the Lead Policing Body, the Lead Chief Officer and/or the Head of Unit in accordance with this Agreement; and
- 3.2.12. carrying out any of their other obligations set out in this Agreement.
- 3.3. The Parties agree that any approvals required pursuant to **Clause 3.2** may be obtained in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Policing Body shall be responsible for managing the process by which such approvals are obtained.
- 3.4. The Parties agree that the position of the Policing Bodies on any of the matters set out in **Clause 3.2** shall be the position adopted by the majority of the Policing Bodies who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.3**.
- 3.5. The Chief Officers shall be responsible for:
  - 3.5.1. advising the Policing Bodies on the operational considerations to be accommodated in the Strategy for the Modern Slavery and Organised Immigration Crime Programme in accordance with the Responsibilities and Strategic Aims.
  - 3.5.2. approving the Delivery Plan.
  - 3.5.3. monitoring, from an operational perspective, the effectiveness and efficiency of the Modern Slavery and Organised Immigration Crime Programme and considering ways in which the functions of the Modern Slavery and Organised Immigration Crime Programme could be exercised to improve the effectiveness and efficiency of the Police Services.
  - 3.5.4. resolving, where applicable, any disputes which may arise from an operational perspective in accordance with **Clause 29**;

- 3.5.5. monitoring compliance with legislative requirements and applicable national standards.
  - 3.5.6. monitoring the ethical and equality standards of the Modern Slavery and Organised Immigration Crime Unit.
  - 3.5.7. reviewing this Agreement for the purpose of maintaining a legal framework in which the Modern Slavery and Organised Immigration Crime Programme can function in an efficient and effective manner from an operational perspective and proposing any amendments to the terms of this Agreement for approval by the Parties.
  - 3.5.8. proposing to the Policing Bodies for their approval, or (where requested) advising the Policing Bodies on, any recommendations for any significant alteration to the staffing of the Modern Slavery and Organised Immigration Crime Unit.
  - 3.5.9. reviewing the direction and control of officers within the Modern Slavery and Organised Immigration Crime Unit.
  - 3.5.10. determining the frequency of the submission of reports by the Strategic Assurance Board, the Programme Board, the Lead Chief Officer and/or the Head of Unit to the Chief Officers in accordance with this Agreement; and
  - 3.5.11. carrying out any of their other obligations set out in this Agreement.
- 3.6. The Parties agree that any approvals required pursuant to **Clause 3.5** may be obtained in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Chief Officer shall be responsible for managing the process by which such approvals are obtained.
- 3.7. The Parties agree that the position of the Chief Officers on any of the matters set out in **Clause 3.5** shall be the position adopted by the majority of the Chief Officers who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.6**.
- 3.8. For the avoidance of doubt, the Parties agree to comply with the Policing Protocol Order 2011 and that nothing in this Agreement is to be construed as interfering with the operational independence of the Chief Constables.

#### 4. The Strategic Assurance Board

- 4.1. The Parties agree that there shall be a Strategic Assurance Board for the Modern Slavery and Organised Immigration Crime Programme which will be chaired by the Lead Policing Body.
- 4.2. The Terms of Reference of the Strategic Assurance Board (together with any other governance bodies applicable to the Modern Slavery and Organised Immigration Crime Programme) are set out in **Schedule 3**.
- 4.3. The Terms of Reference shall be subject to the Policing Bodies' powers of delegation and/or any approvals required from the Policing Bodies as set out in **Clause 3.2** and/or any approvals required from the Chief Officers as set out in **Clause 3.5**. For the avoidance of any doubt, in the event of any conflict between:
  - 4.3.1. the provisions of **Schedule 3** and **Clause 3.2**, the provisions of **Clause 3.2** shall prevail;
  - 4.3.2. the provisions of **Schedule 3** and **Clause 3.5**, the provisions of **Clause 3.5** shall prevail;
  - 4.3.3. the provisions of **Clause 3.2** and **Clause 3.5**, the provisions of **Clause 3.2** shall prevail subject to **Clause 3.8**.
- 4.4. The Strategic Assurance Board shall be accountable to:
  - 4.4.1. the Policing Bodies in relation to matters governed by **Clause 3.2**;
  - 4.4.2. the Chief Officers in relation to matters governed by **Clause 3.5**.

#### 5. The Programme Board

- 5.1. The Parties agree that there shall be a Programme Board for the Modern Slavery and

Organised Immigration Crime Programme which will be chaired by the Lead Chief Officer.

- 5.2. The Terms of Reference of the Programme Board (together with any other governance bodies applicable to the Modern Slavery and Organised Immigration Crime Programme) are set out in **Schedule 3**
- 5.3. The Terms of Reference shall be subject to the Policing Bodies' powers of delegation and/or any approvals required from the Policing Bodies as set out in **Clause 3.2** and/or any approvals required from the Chief Officers as set out in **Clause 3.5**. For the avoidance of any doubt, in the event of any conflict between:
  - 5.3.1. the provisions of **Schedule 3** and **Clause 3.2**, the provisions of **Clause 3.2** shall prevail;
  - 5.3.2. the provisions of **Schedule 3** and **Clause 3.5**, the provisions of **Clause 3.5** shall prevail;
  - 5.3.3. the provisions of **Clause 3.2** and **Clause 3.5**, the provisions of **Clause 3.2** shall prevail subject to **Clause 3.8**.
- 5.4. The Programme Board shall be accountable to:
  - 5.4.1. the Policing Bodies in relation to matters governed by **Clause 3.2**;
  - 5.4.2. the Chief Officers in relation to matters governed by **Clause 3.5**.

#### 6. Lead Chief Officer's Responsibilities

- 6.1. Subject to the responsibilities of the Policing Bodies, the Chief Officers, the Strategic Assurance Programme Board and the Programme Board and to the provisions of **Schedule 3**, the Lead Chief Officer shall be responsible for:
  - 6.1.1. managing, monitoring and reporting to the Strategic Assurance Board on income and expenditure against the Budget (including managing virements below £100,000 (one hundred thousand pounds) in accordance with **Schedule 2**.
  - 6.1.2. supporting the Lead Policing Body with the preparation of the Budget.
  - 6.1.3. proposing any virements of £100,000 (one hundred thousand pounds) or above between budget heads within the Budget for referral to the Strategic Assurance Board and approval by the Policing Bodies in accordance with **Schedule 2** and **Clause 3.2.5.5**;
  - 6.1.4. preparing (or assisting with the preparation, as appropriate, of) any document or report required by the Chief Officers, the Policing Bodies, the Lead Policing Body or the Programme Board in accordance with this Agreement.
  - 6.1.5. providing a copy of the Delivery Plan to the Funding Body, the Strategic Assurance Board and each Policing Body and Chief Officer; and
  - 6.1.6. carrying out any of its other obligations set out in this Agreement.

#### 7. Head of Unit's Responsibilities

- 7.1. Subject to the responsibilities of the Strategic Assurance Board, the Lead Chief Officer and the Programme Board and to the provisions of **Schedule 3**, the Head of Unit shall be responsible for:
  - 7.1.1. the day-to-day organisation and tasking of Modern Slavery and Organised Immigration Crime Unit and the leadership of the police officers and staff within Modern Slavery and Organised Immigration Crime Unit.
  - 7.1.2. the formulation (in consultation with the Programme Board, where necessary) of policy, procedure and guidance for Modern Slavery and Organised Immigration Crime Unit.
  - 7.1.3. the preparation (in consultation with the Programme Board) of an annual Delivery Plan which shall include how the Strategy shall be delivered in the relevant year from an operational perspective and how the maintenance and continued development of the Modern Slavery and Organised Immigration Crime Unit in line with the Strategy will be ensured.

- 7.1.4. the appointment, assignment, grading, appraisal, training and assessment of police staff within the framework set by the Strategic Assurance Board and approved by the Policing Bodies.
- 7.1.5. maintaining discipline of the staff within Modern Slavery and Organised Immigration Crime Unit in accordance with the rules, procedures and regulations of the Modern Slavery and Organised Immigration Crime Unit or the relevant home Police Service (as appropriate).

7.2. The Head of Unit shall be accountable to the Lead Chief Officer.

8. Lead Policing Body’s responsibilities

- 8.1. Subject to Clause 3.2, the Lead Policing Body shall be responsible for:
  - 8.1.1. preparing the Budget in consultation with the Lead Chief Officer and any other relevant persons.
  - 8.1.2. preparing (in consultation with the Lead Chief Officer and any other relevant persons) the Strategy which shall include how the Responsibilities and Strategic Aims are to be met, and the priorities and direction of travel for Modern Slavery and Organised Immigration Crime Programme.
  - 8.1.3. working with the Lead Chief Officer to achieve the Responsibilities and Strategic Aims.
  - 8.1.4. preparing any additional reports relating to the Modern Slavery and Organised Crime Programme requested by the Policing Bodies.
  - 8.1.5. managing the process by which approvals for the Modern Slavery and Organised Crime Programme are to be obtained from the Policing Bodies.
  - 8.1.6. receiving and distributing the quarterly reports submitted pursuant to **Clause 10.24**;
  - 8.1.7. ensuring any review of this Agreement is carried out in accordance with **Clause 24.1**;
  - 8.1.8. carrying out any of its other obligations set out in this Agreement; and
  - 8.1.9. carrying out any of its obligations set out in the Grant Agreement.

9. Programme Manager’s responsibilities

- 9.1. The Programme Manager shall ensure that Budget monitoring reports are provided to each meeting of the Programme Board and the Strategic Assurance Board.
- 9.2. The Programme Manager will manage the Budget on behalf of the Lead Policing Body and will take responsibility for ensuring compliance with the Funding Conditions and for value for money in the use of the External Funding. The Programme Manager will inform the Lead Policing Body Chief Financial Officer if any circumstances occur where project expenditure will not be eligible for reimbursement under the Funding Conditions for the Lead Policing Body to report this to the Parties in accordance with **Clause 10.9**. The time limited nature of the Modern Slavery and Organised Immigration Crime Programme requires timely decision making to ensure that the Responsibilities and Strategic Aims can be delivered within the agreed timeframes.
- 9.3. The Programme Manager will be responsible for ensuring scheduled reports, as stipulated in the Grant Agreement, are provided to monitor and track spending, including committed spend, against agreed budgets, and notify the Home Office of any variances.
- 9.4. The reporting schedule for the financial year of 2023-2024 are detailed below:

Home Office	Programme Board	Strategic Assurance Board
	20 Apr 2023	
14-Jul-2023	20 Jul 2023	10-Aug-2023
14-Oct-2023		
	19 Oct 2023	29-Nov-2023
14-Jan-2024	18 Jan 2024	

	21-Mar-2024	15-Feb-2024
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9.5. The Programme Manager shall be accountable to the Programme Board.

10. Funding

- 10.1. The Parties agree that one of the general principles of this Agreement is that each Party is to share fairly the benefits, risks and liabilities of this collaboration. Consequently, although the Lead Policing Body and Lead Chief Officer are leading the delivery of this collaboration, any costs, expenses, or other liabilities incurred by them in relation to the Modern Slavery and Organised Immigration Crime Programme should rest with the Parties and should be shared between the Policing Bodies in accordance with the Funding Principles.
- 10.2. The Policing Bodies acknowledge and agree that the Financial Contributions, Resource Contributions and the Apportionment Ratio have been agreed at the levels set out in the Funding Principles so as to achieve the principle out in **Clause 10.1**.
- 10.3. The Parties agree that funding for the Modern Slavery and Organised Immigration Crime Programme shall be provided in accordance with the Funding Principles identified by the Parties and set out in **Schedule 2**.
- 10.4. The Parties agree to abide by the terms of any Funding Conditions and not through any act or omission compromise the allocation of External Funding for the Modern Slavery and Organised Immigration Crime Programme.
- 10.5. The Parties acknowledge that the Funding Conditions for the Grant prohibit duplicate funding.
- 10.6. If any Party identifies an opportunity to obtain External Funding related to the Modern Slavery and Organised Immigration Crime Programme (including anything available for use in cases of exceptional or unusual demand), that Party shall notify the Lead Policing Body and it shall be for the Lead Policing Body (working with the Lead Chief Officer where appropriate) and in consultation with the Funding Body to decide whether any such External Funding constitutes duplicate funding or supplementary funding and on that basis whether to apply for such External Funding.
- 10.7. Subject to **Clauses 10.19 to 10.22**, if a Party secures any External Funding on behalf of the Modern Slavery and Organised Immigration Crime Programme, that Party shall pay such funds to the Lead Policing Body to be held for the account of the Modern Slavery and Organised Immigration Crime Programme (unless the Parties unanimously agree otherwise in writing) and the funding shall be used in accordance with this Agreement and the Funding Conditions.
- 10.8. The Parties agree that the Budget is anticipated to be fully funded by the Grant and as such Financial Contributions will only be required if a shortfall occurs between the actual expenditure and the Grant received and such expenditure was either in accordance with the Budget or otherwise approved by the Policing Bodies in accordance with **Clause 3.2.5.3**.
- 10.9. If the Lead Policing Body becomes aware that the External Funding provided has been spent or part of the External Funding has been withdrawn meaning that there cease to be any External Funding for the Modern Slavery and Organised Immigration Crime Programme, the Lead Policing Body shall notify the Parties and the Strategic Assurance Board as soon as reasonably practicable upon becoming aware of this issue. In such circumstances, the Policing Bodies shall determine whether:
- 10.9.1. this Agreement should terminate automatically upon the date on which the Modern Slavery and Organised Immigration Crime Programme runs out of money; or
  - 10.9.2. any Funding Body should be approached and further External Funding applied for; or
  - 10.9.3. the Lead Policing Body should use reasonable endeavours to enforce any rights it has against the Home Office to seek to recover payment of the Grant; or
  - 10.9.4. the Policing Bodies should make any Financial Contributions to meet any shortfall.
- 10.10. Each Party shall pay its Financial Contribution (if any, including any agreed contribution to any overspend (not covered by External Funding) approved in accordance with **Clause 10.9** and **Clause 3.2.5.3**) to the Lead Policing Body to be held for the account of the Modern Slavery and



Organised Immigration Crime Programme in accordance with the terms agreed at, and within thirty days (or such other period as may be unanimously agreed by the Parties) of, a meeting of the Policing Bodies determining the Financial Contribution or agreeing an amendment thereto.

- 10.11. Subject to **Clause 10.12**, where any reimbursement of costs and expenses incurred by a Party in relation to this Agreement is claimed, each invoice in respect of the costs and expenses claimed must be accompanied by a statement certified by an authorised officer of that Party. Claims to be submitted within the timescales as set out in **Schedule 2**.
- 10.12. A Party shall only be reimbursed by the Lead Policing Body for the expenditure and costs incurred by it up to the level of the approved budget identified for that Party in the Budget (the "Approved Budget"). If a Party has expended money in excess of its Approved Budget or anticipates that it will need to spend monies in excess of its Approved Budget, such Party shall notify the Parties and the Strategic Assurance Board as soon as reasonably practicable upon becoming aware of the potential or actual overspend including the reasons as to why the overspend has occurred or is likely to occur. Such excess expenditure shall not be paid by the Lead Policing Body to the relevant Party unless, such increase in its Approved Budget has been agreed by the Policing Bodies and, until approved, any excess shall be for the account of the Party who has overspent.
- 10.13. For the avoidance of doubt, the Lead Policing Body shall be entitled to be reimbursed for expenditure and costs (as defined by this agreement), incurred by it up to the level of its Approved Budget.
- 10.14. If an element of the External Funding has not been received by the Lead Policing Body as a result of a Party having failed to comply with the Funding Conditions, the Lead Policing Body shall not be obliged to pay the relevant element of the External Funding to that Party.
- 10.15. The Lead Policing Body shall ensure appropriate year-end adjustments including accruals are made as soon as possible after each financial year end to enable the Parties to make appropriate adjustment within their own accounts.
- 10.16. The Parties agree that all amounts set out in this Agreement are exclusive of VAT (or any similar tax) which, unless any VAT (or similar tax) exemption applies, each Party making a Financial Contribution shall pay at the rate from time to time prescribed by Law.
- 10.17. Unless the Parties unanimously agree otherwise in writing and except as required by any Funding Conditions, equipment or other assets purchased or leased by the Lead Policing Body on behalf of, or for the benefit of, the Modern Slavery and Organised Immigration Crime Programme pursuant to **Clauses 17.5 to 17.9**, shall be held by the Lead Policing Body on trust for all the Parties in the shares determined by the Apportionment Ratio and for the exclusive benefit of the Modern Slavery and Organised Immigration Crime Programme.
- 10.18. The financial arrangements for the Modern Slavery and Organised Immigration Crime Programme shall be overseen by the Lead Policing Body with scrutiny by the Funding Body, Policing Bodies and any relevant external auditors. The Lead Policing Body shall ensure that any document or report requested in order to facilitate oversight or scrutiny in accordance with this **Clause 10.18** is prepared.
- 10.19. Claims for any External Funding shall be made through the Lead Policing Body. Each of the Parties shall provide sufficient information to the Lead Policing Body to allow him/her to claim the External Funding and to submit reports to the Funding Body in accordance with the Funding Body's requirements from time to time. Each of the Parties shall certify its claims for any External Funding in such a way as may be necessary to allow the Lead Policing Body to give any certificate required by the Funding Body in relation to those claims.
- 10.20. The Lead Policing Body shall, within thirty days after receipt of any of the External Funding, pay that External Funding (or the appropriate part of it) to the Party to which that External Funding is due.
- 10.21. Each Party shall refund to the Lead Policing Body on demand:
  - 10.21.1. any overpayment of any External Funding; and
  - 10.21.2. any monies received by that Party that the Funding Body requires to be repaid in

accordance with the Funding Conditions.

- 10.22. Each Party shall pay to the Funding Body any payments that are to be made by that Party in order to comply with the Funding Conditions and shall indemnify the Lead Policing Body and keep it indemnified against all and any refund, repayment or payment that the Lead Policing Body is required to make under the Funding Conditions to the Funding Body on behalf of that Party.
- 10.23. No carry forward of under spends or creation of financial reserves shall be allowed without the specific authorisation of the Policing Bodies in accordance with **Clause 3.2.5**. In the absence of such authorisation any under spend evident at each financial year end shall, save where any repayments are due in accordance with the Funding Conditions, be redistributed to the Parties in accordance with the Apportionment Ratio.
- 10.24. Without prejudice to **Clauses 3.2 and 3.5**, the Lead Policing Body shall arrange for the Chief Finance Officer of the Lead Policing Body (in consultation with the Programme Manager) to prepare and submit a report of all income and expenditure in connection with the Modern Slavery and Organised Immigration Crime Programme quarterly to the Lead Policing Body for scrutiny on behalf of all the Policing Bodies. The Lead Policing Body shall provide such report quarterly to:
  - 10.24.1. the other Policing Bodies; and
  - 10.24.2. the Programme Board; and
  - 10.24.3. the Chief Officers,highlighting any concerns, the Lead Policing Body may have with the contents of the report or, alternatively, confirming that the Lead Policing Body is satisfied with the contents of the report.
- 10.25. Following each financial year end, the Lead Policing Body shall provide to each Party, as soon as is reasonably possible, a forecast of income and expenditure for the forthcoming year.

## 11. Records

- 11.1. Each Party shall keep and make available to the other Parties adequate and comprehensive records and accounts to:
  - 11.1.1. enable it to perform its obligations under this Agreement.
  - 11.1.2. allow the Lead Policing Body and Lead Chief Officer to perform their obligations under this Agreement; and
  - 11.1.3. meet its statutory obligations and to comply with any lawful requests from third parties.

## 12. Audit and Inspection

- 12.1. The Lead Policing Body shall allow a suitably qualified independent chartered accountant appointed by any Party, at that Party's expense, to examine the accounts and records of the Modern Slavery and Organised Immigration Crime Programme provided:
  - 12.1.1. at least fourteen (14) days' written notice is given in advance to the Lead Policing Body.
  - 12.1.2. the inspection or examination takes place during the Lead Policing Body's normal working hours.
  - 12.1.3. the inspection or examination takes place at a time and in such a way that it does not have any significant impact on the operations of the Modern Slavery and Organised Immigration Crime Programme; and
  - 12.1.4. the inspecting Party and the accountant shall keep confidential any information that it may acquire in the exercise of its rights in accordance with this **Clause 12.1**.
- 12.2. The Lead Policing Body shall be responsible for arranging any internal or external audits, inspections and/or arrangements necessary to accommodate any audit and/or inspection required by a Regulatory Body.
- 12.3. The Parties acknowledge that the costs of any audit carried out in accordance with **Clause 12.2** shall form part of the costs of the Modern Slavery and Organised Immigration Crime Programme set out in the Budget and shall therefore be shared between the Police Services in

accordance with the Apportionment Ratio (to the extent not covered by any External Funding).

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

### 13. Human Resources Principles

- 13.1. The staff within the Centrally Funded Team and the Resource Contribution shall be employed by the Chief Officer or Policing Body of the relevant Police Service identified against that staff in **Schedule 5**.
- 13.2. All other staff roles within the Modern Slavery and Organised Immigration Crime Unit shall remain the employees of their original employing Chief Officer or Policing Body and deployed into the Modern Slavery and Organised Immigration Crime Unit by their employing Party.
- 13.3. The Head of Unit may approve changes to the staff of the Modern Slavery and Organised Immigration Crime Unit (including any staff who form part of the Centrally Funded Team) provided that the change shall not constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Modern Slavery and Organised Immigration Crime Unit.
- 13.4. Any change to the staffing which would constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Modern Slavery and Organised Immigration Crime Unit shall require the approval of the Policing Bodies in accordance with **Clause 3.2.8**.
- 13.5. It is hereby acknowledged by the Parties that, at the outset of this Agreement, no staff are intended to transfer to the Lead Chief Officer, the Lead Policing Body or any other Party under TUPE. The Parties also agree that TUPE has no application to positions within the Centrally Funded Team or to other staff performing roles within (or who have been deployed into) the Modern Slavery and Organised Immigration Crime Unit as at the date of this Agreement. In the event that the Parties are mistaken, the Parties agree that any claim arising as a result of the application of TUPE shall be treated by the Parties as a claim by a third party and dealt with pursuant to **Clause 21**.
- 13.6. Police staff vacancies within the Modern Slavery and Organised Immigration Crime Unit shall be broadcast using the intranets of the recruiting Party(ies) or whatever publishing medium is thought most suitable by the recruiting Party(ies) to bring the vacancies to the attention of the widest appropriate audience.
- 13.7. In the event of redundancies of any staff providing support to the Modern Slavery and Organised Immigration Crime Unit (including any member of the Centrally Funded Team), the relevant employing Party shall follow its own redundancy procedure in respect of the police staff in its employ (if any). The cost of any redundancies of staff who are members of the Centrally Funded Team shall initially be paid by the employing Party identified in **Schedule 5** but shall be considered a liability of the Modern Slavery and Organised Immigration Crime Unit and shared between the Parties in accordance with the Funding Principles. The cost of any redundancies of staff who are not members of the Centrally Funded Team shall be paid by the employing Party and shall not be considered a liability of the Modern Slavery and Organised Immigration Crime Programme unless the Parties agree otherwise in writing.
- 13.8. All police officer roles within the Modern Slavery and Organised Immigration Crime Unit shall be filled by officers provided by each participating Police Service as determined by **Schedule 5**. Such officers shall remain sworn officers of their home Police Service regardless of their

place of work and under the direction and control of the relevant Chief Officer in accordance with **Clause 14** and **Schedule 5**.

- 13.9. Police officer vacancies in the Modern Slavery and Organised Immigration Crime Unit shall be broadcast using the intranets of the home Police Service or whatever publishing medium is thought most suitable by the home Police Service (following consultation with the Head of Unit) to bring the vacancies to the attention of the widest appropriate audience. The Parties shall use their best endeavours to ensure that any delay in the replacement of officers is kept to a minimum.
- 13.10. Each Party shall cooperate with the other Parties and take all reasonable steps to mitigate any costs and/or expenses and/or any adverse effect on industrial or employee relations in relation to all matters described in this Agreement.
- 13.11. Each Chief Officer shall ensure that its officers and staff receive the appropriate training and accreditation necessary to undertake any duty or responsibility tasked to them in relation to the Modern Slavery and Organised Immigration Crime Unit.
- 13.12. Subject to **Clause 7.1.5**, the Parties agree that **Schedule 5** sets out which Party shall be responsible for the discipline, performance, conduct, attendance, appraisal, line management and/or any formal disciplinary or other action, in respect of or to be taken against, any officer or staff forming part of or providing support to the Modern Slavery and Organised Immigration Crime Unit.
- 13.13. The Parties agree that the salary costs and pension contributions of the Centrally Funded Team shall be funded from the External Funding (together with any agreed Financial Contributions) and all salary costs and pension contributions incurred by a Party in respect of the officer and staff resources provided by it to fill Centrally Funded Team shall be reimbursed to that Party from the Budget in accordance with **Clause 10.11**. The salary costs and pension contributions of any other officers and staff forming part of any identified as Resource Contribution shall be payable by the relevant employing Party/home Police Service and reimbursed out of the Budget in accordance with **Clause 10.11**. The salary costs and pension contributions of any other officers and staff forming part of or providing support to Modern Slavery and Organised Immigration Crime Programme (excluding any identified as Resource Contribution) shall be payable by the relevant employing Party/home Police Service.

#### 14. Chief Officer's direction and control

- 14.1. Subject to **Clause 14.2**, the Parties agree that **Schedule 5** sets out which Chief Officer(s) shall have responsibility for direction and control of officers and staff members who are deployed on duties, functions or support services on behalf of the Modern Slavery and Organised Immigration Crime Programme.
- 14.2. The Parties agree that all officers and staff members who are deployed on duties, functions or support services on behalf of the Modern Slavery and Organised Immigration Crime Programme will act in accordance with the lawful instruction of the chain of command set out in **Schedule 5**.

#### 15. Publicity

- 15.1. Subject to **Clause 15.3** and **Clause 15.4**, no Party shall take any step to publicise the existence of this Agreement or any operation or investigation undertaken by the Modern Slavery and Organised Immigration Crime Unit without the consent of the other Parties (such consent not to be unreasonably withheld or delayed).
- 15.2. Subject to **Clause 15.3** and **Clause 15.4**, no Party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a Party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written approval of the other Parties (such consent not to be unreasonably withheld or delayed). The Parties shall in any event consult together upon the form of any such press release, document, or statement as and when such releases are required.
- 15.3. Nothing in this **Clause 15** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.

15.4. A Party may, without first obtaining the prior written approval of the other Parties, respond to a legitimate scrutiny question concerning this Agreement asked in a meeting open to the public, for instance a Police and Crime Panel or audit committee meeting, but shall ensure that such statements are retrospectively communicated to the other Parties.

15.5. Each Party shall use reasonable endeavours to ensure consistency in relation to the contents of any publication made pursuant to **Clause 15.3**. The Lead Policing Body shall be responsible for coordinating such consistent publication.

#### 16. Common Policies and Procedures

16.1. The Parties agree that financial compliance of the Modern Slavery and Organised Immigration Crime Programme shall operate under the financial procedures of the Lead Policing Body.

16.2. Unless required otherwise by Law (e.g. for employment or discipline purposes), in the absence of an agreed common policy or procedure, Modern Slavery and Organised Immigration Crime Unit officers and staff shall comply with the policies and/or procedures adopted by their home Police Service.

#### 17. Procurement of Facilities, Fleet Equipment and Premises

17.1. For the purpose of allowing for the accurate assessment of the operational capacity of the Modern Slavery and Organised Migration Crime Programme, the Parties shall provide to the Programme Manager at the commencement of this Agreement, a list of any assets provided or to be provided by each Party pursuant to the Original Collaboration Agreements and/or this Agreement. Such assets to be limited to laptops allocated to police officers and police staff engaged on the Modern Slavery and Organised Immigration Crime Programme. The lists from each Party shall together form an asset schedule which shall be retained by the Programme Manager and shall record the ownership and physical location of each asset during the term of this Agreement to allow for physical verification and proof of ownership as and when necessary, including for the purposes of internal and/or external audit of the Parties or for insurance purposes. The Programme Manager shall be responsible for the ongoing maintenance of the asset schedule.

17.2. Unless otherwise agreed by the Parties or set out in **Schedule 2**, each Party shall ensure that for the duration of this Agreement it shall continue to provide, maintain and repair the assets provided by it as recorded within the asset list in accordance with **Clause 17.1**, including where relevant, a replacement when the asset comes to the end of its agreed lifecycle.

17.3. Unless otherwise agreed in writing by the Parties or set out in **Schedule 2**, any assets provided in accordance with **Clause 17.1**, or donated during the term of this Agreement, shall be provided at no cost to the Modern Slavery and Organised Immigration Crime Programme.

17.4. Legal title to any assets provided in accordance with **Clause 17.1**, or donated during the term of this Agreement, for the use of the Modern Slavery and Organised Immigration Crime Programme shall remain vested in the Party who owned the asset immediately prior to its donation and any liabilities incurred in connection with such assets (including any cost of maintaining, repairing or disposing (but not providing or replacement such assets) shall, unless agreed otherwise, deemed to have been incurred for or on behalf of the Modern Slavery and Organised Immigration Crime Programme and shall therefore be shared between the Parties in accordance with the Apportionment Ratio.

17.5. The Parties agree that the Lead Policing Body may, as necessary, purchase or lease facilities, fleet, equipment or premises, up to a value of £20,000 per purchase or lease, provided that the purchase or lease is identified in the agreed Budget and that the Strategic Assurance Board is notified by the Lead Policing Body of the completion of any such purchase or lease at the next Strategic Assurance meeting.

17.6. The Parties agree that, for facilities, fleet, equipment or premises with a value in excess of £20,000 (whether or not included in the Budget) or which has not been identified in the Budget, the Lead Policing Body may only purchase or lease facilities, fleet, equipment or premises for Modern Slavery and Organised Immigration Crime Programme if this has been approved by all the Policing Bodies in accordance with **Clause 3.2.6**.

17.7. The Parties agree that the Lead Policing Body shall hold any facilities, fleet, equipment or

premises purchased or leased in accordance with **Clause 17.5** or **Clause 17.6** on trust for and on behalf of the Parties in accordance with **Clause 10.17**. In the event that this Agreement is terminated or following its expiry, any facilities, fleet, equipment or premises held by the Lead Policing Body in accordance with **Clause 10.17** shall be treated as assets or liabilities of Modern Slavery and Organised Immigration Crime Programme and dealt with in accordance with **Clause 27**.

- 17.8. In the event that the Lead Policing Body acquires any premises for use by the Modern Slavery and Organised Immigration Crime Programme in accordance with the terms of this Agreement:
- 17.8.1. the Lead Policing Body shall make available any such premises for use by the Modern Slavery and Organised Immigration Crime Programme for the term of this Agreement; and
- 17.8.2. if the Lead Policing Body's title to any such premises is registered at the Land Registry the Lead Policing Body shall procure the registration of a Land Registry standard form of restriction approved by the Parties against the relevant title the effect of which will be to prevent any disposition of the Lead Policing Body's title to the premises without the consent of the other Policing Bodies.
- 17.9. In purchasing or leasing facilities, fleet, premises and/or equipment for Modern Slavery and Organised Immigration Crime Programme the Lead Policing Body shall use its best endeavours to ensure that any contract which it enters into on behalf of and for the benefit of Modern Slavery and Organised Immigration Crime Programme is capable of novation or assignment to enable the smooth transition of responsibility to a different Party should the need arise (for example where there is a change to the Lead Chief Officer and/or Lead Policing Body).

#### 18. Procurement/provision of Support Services

- 18.1. The Lead Policing Body shall be responsible for procuring all necessary back and middle office services required by the Modern Slavery and Organised Immigration Crime Unit to operate in accordance with the Responsibilities and Strategic Aims including human resources, finance, information communication technology, public procurement and legal services.
- 18.2. The Lead Policing Body shall ensure that, where appropriate, appropriate service levels for the Modern Slavery and Organised Immigration Crime Programme are in place, monitored and enforced for such back and middle office services and that, where such services are provided from the Lead Policing Body's or Lead Chief Officer's officers and/or staff, the services are provided to at least the standard to which such services are ordinarily provided to the Lead Policing Body or Lead Chief Officer in its normal operations.
- 18.3. The Lead Policing Body shall be reimbursed from the Budget for all reasonable costs incurred by it in providing the back and middle office services required by the Modern Slavery and Organised Immigration Crime Unit to operate in accordance with the Responsibilities and Strategic Aims.

#### 19. Intellectual Property

- 19.1. The Parties agree that any Intellectual Property created prior to the effective date of the earliest of the Original Collaboration Agreements ("**Background IPR**") shall remain the property of the Party which created it.
- 19.2. Subject to **Clause 27.3.6** and to the terms and conditions of the External Funding, any Intellectual Property in any product, services or deliverable created by the Modern Slavery and Organised Immigration Crime Programme from the effective date of the earliest of the Original Collaboration Agreements and/or during the term of this Agreement shall be jointly owned by the Parties in accordance with the Apportionment Ratio.
- 19.3. Subject to **Clause 27.3.6**, each Party hereby grants to the other Parties a non-exclusive, royalty-free licence to use, copy, modify, and to sub-license the use of:
- 19.3.1. that Party's Background IPR to the extent it is incorporated in any product, service or deliverable created by the Modern Slavery and Organised Immigration Crime Programme; and
- 19.3.2. all the Intellectual Property in any product, service or deliverable created by the

## Modern Slavery and Organised Immigration Crime Programme,

for such purpose as the Lead Policing Body shall deem to be appropriate for the purposes of the Modern Slavery and Organised Immigration Crime Programme in accordance with the Responsibilities and Strategic Aims.

### 20. Insurance

- 20.1. The Parties agree that they shall not obtain joint insurance cover for the Modern Slavery and Organised Immigration Crime Programme.
- 20.2. Each Party shall, subject to availability in the London insurance market (if not self-insuring), individually obtain, arrange and ensure that it maintains an adequate level of insurance (including but not limited to employer's liability, public liability and professional negligence insurance) to cover any losses, claims, damages, costs, charges, expenses, liabilities or demands that it (or its officers, staff, agents and/or contractors under its direction and control) may incur in the performance or purported performance of its duties which arise out of its participation in the Modern Slavery and Organised Immigration Crime Programme as a consequence of this Agreement.
- 20.3. Each Party shall notify its insurers or prospective insurers of the existence of the Modern Slavery and Organised Immigration Crime Programme and provide sufficient disclosure to allow for an insurance policy to be obtained or amended in accordance with **Clause 20.2**. Each Party shall provide to the other Parties a copy of its insurance policy (or equivalent) document upon request.
- 20.4. Each Party shall adhere to the terms and conditions of its insurance policy(ies) obtained or amended in accordance with **Clause 20.2**.
- 20.5. Subject to **Schedule 2**, each Party shall bear its own costs in obtaining, amending and maintaining its insurance policy(ies) in accordance with **Clause 20.2**.
- 20.6. Where a Party has supplied its own assets (including facilities, fleet, equipment and premises) in accordance with **Clause 17.1**, or purchased (or leased) assets on behalf of the Modern Slavery and Organised Immigration Crime Programme in accordance with **Clauses 17.5 to 17.9**, the supplying Party shall ensure that appropriate insurance cover is in place to allow for the use of such assets by:
  - 20.6.1. any relevant third-party receiving goods or services from the Modern Slavery and Organised Immigration Crime Programme; and
  - 20.6.2. all relevant officers and staff of the Modern Slavery and Organised Immigration Crime Programme regardless of the Police Service to which they belong.
- 20.7. The Lead Policing Body shall not be responsible for obtaining or arranging appropriate insurance cover on behalf of the supplying Parties but shall coordinate with the supplying Parties a review of the relevant insurance certificates to ensure that the insurance cover available is adequate for the needs of the Modern Slavery and Organised Immigration Crime Programme.
- 20.8. If any Party has any concerns about the adequacy of any insurance policies obtained pursuant to **Clause 20.2**, it shall refer those concerns to the Programme Board. The Programme Board shall be responsible for ensuring that any concerns that cannot be rectified are brought to the attention of the Chief Officers and the Policing Bodies.

### 21. Liabilities

- 21.1. The Parties hereby acknowledge that, as the Modern Slavery and Organised Immigration Crime Programme is not a legal entity in its own right, liability cannot therefore attach to it.
- 21.2. Subject to **Clauses 10.22 and 21.3**, the Parties agree that any loss, claim, cost, liability or expense ("Liability") suffered or incurred by any Party arising from or relating to the operation of the Modern Slavery and Organised Immigration Crime Programme and the terms of this Agreement shall be shared between the Parties in accordance with the Apportionment Ratio applicable to the Modern Slavery and Organised Immigration Crime Programme at the time the Liability is suffered or incurred by the relevant Party unless and to the extent that alternative arrangements are agreed by the Parties.

- 21.3. It is agreed that any Liability arising from the 2022/23 suffered or incurred by any Party arising from or relating to the operation of the Modern Slavery and Organised Immigration Crime Programme and the terms of this Agreement shall be shared between the Parties in accordance with the Apportionment Ratio applicable to the Modern Slavery and Organised Immigration Crime Programme for the period 2021/22 unless and to the extent that alternative arrangements are agreed by the Parties.
- 21.4. Each Party (the “Indemnifying Party”) shall indemnify each of the other Parties (each an “Indemnified Party”) against all Liabilities suffered or incurred by the Indemnified Party in connection with this collaboration to the extent such Liability arises out of or in connection with:
- 21.4.1. death or personal injury caused by the Indemnifying Party’s negligence (or the negligence of the officers or staff under its direction and control);
  - 21.4.2. the Indemnifying Party’s fraud or fraudulent misrepresentation.
  - 21.4.3. the Indemnifying Party’s wilful breach or deliberate non-performance of this Agreement; and/or
  - 21.4.4. the Indemnifying Party’s failure to comply with Clause 20.6.
- 21.5. Subject to **Clauses** 21.5, 21.6 and 21.7, each Party shall:
- 21.5.1. promptly notify the Lead Policing Body of the details of any claim from a third party relating to this collaboration of which it is aware.
  - 21.5.2. not make any admission in relation to the claim without the consent of the Policing Bodies.
  - 21.5.3. allow the Lead Policing Body to have the conduct of the defence or settlement of the claim; and
  - 21.5.4. give the Lead Policing Body all reasonable assistance in dealing with the claim.
- 21.6. If a Party receives a claim relating to this collaboration by one of its officers or members of staff which relates to or arises from its status as an employee or officer of that Party (a “**Status Claim**”) then the Parties agree that:
- 21.6.1. the employing Party or Chief Officer of relevant home Police Service (the “**Engaging Party**”) shall have conduct of the defence or settlement of the Status Claim.
  - 21.6.2. the other Parties shall give the Engaging Party all reasonable assistance in dealing with the Status Claim.
  - 21.6.3. no Party shall make any admission of liability, agreement or compromise in relation to the Status Claim without the prior written consent of the Policing Bodies, provided that the Engaging Party may settle the Status Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Policing Bodies, but without obtaining their consent) if the Engaging Party reasonably believes that failure to settle the Status Claim would be prejudicial to it in any material respect.
- 21.7. If any third party makes a claim relating to this collaboration, or notifies an intention to make such a claim, which may reasonably be considered likely to give rise to a liability by the Indemnifying Party under the indemnity in **Clause 21.3** (a “**Relevant Claim**”):
- 21.7.1. the Party receiving notice of the Relevant Claim shall, as soon as reasonably practicable, give written notice of the Relevant Claim to the Indemnifying Party, specifying the nature of the Relevant Claim in reasonable detail.
  - 21.7.2. the Indemnifying Party shall have conduct of the Relevant Claim.
  - 21.7.3. the other Parties shall give the Indemnifying Party all reasonable assistance (at the Indemnifying Party’s cost) in dealing with the Relevant Claim.
  - 21.7.4. no Party shall make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the other Parties, provided that the Indemnified Party may settle the Relevant Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the other Parties, but without obtaining their consent) if the Indemnified Party reasonably believes that failure to



settle the Relevant Claim would be prejudicial to it in any material respect.

- 21.8. If a Party receives a claim against its Police Service relating to this collaboration and which is (or is potentially) covered by its own insurance policy (an “**Insured Claim**”) then the Parties agree that the Lead Policing Body may only have conduct of the defence or settlement of the Insured Claim if the relevant insurer agrees. In the absence of such agreement from the insurer, the Parties agree:
- 21.8.1. the Party receiving the Insured Claim (the “**Insured Party**”) shall have conduct of the defence or settlement of the Insured Claim.
  - 21.8.2. the other Parties shall give the Insured Party all reasonable assistance in dealing with the Insured Claim.
  - 21.8.3. no Party shall make any admission of liability, agreement or compromise in relation to the Insured Claim without the prior written consent of the Policing Bodies, provided that the Insured Party (and/or its insurers) may settle the Insured Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Policing Bodies, but without obtaining their consent) if the Insured Party reasonably believes that failure to settle the Insured Claim would be prejudicial to it in any material respect.
- 21.9. If any Party wishes to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third-party supplier to the Modern Slavery and Organised Immigration Crime Programme) in relation to the Modern Slavery and Organised Immigration Crime Programme, that Party shall request an urgent meeting of the Policing Bodies and raise its concerns at that Policing Bodies meeting.
- 21.10. If the Policing Bodies agree that it would be in the best interests of the Modern Slavery and Organised Immigration Crime Programme to require the Lead Policing Body to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third party supplier to the Modern Slavery and Organised Immigration Crime Programme) in relation to the Modern Slavery and Organised Immigration Crime Programme, the Lead Policing Body shall:
- 21.10.1. take all reasonable actions to exercise or enforce such rights.
  - 21.10.2. promptly pay to the Policing Bodies in accordance with the Apportionment Ratio (unless the Parties agree otherwise that it would be inequitable to do so in the circumstances and that an alternative apportionment ratio should be used given those circumstances) any compensation, damages, costs or settlement monies that it recovers on behalf of the Parties from the third party, provided that the other Parties shall give the Lead Policing Body all reasonable assistance to enable it to exercise or enforce such rights.
- 21.11. All other complaints and/or queries relating to the Modern Slavery and Organised Immigration Crime Programme shall be dealt with by the Head of Unit under the direction of the Lead Policing Body.
- 21.12. For the avoidance of doubt, the provisions of this **Clause 21** relate to Liabilities arising as a consequence of this Agreement and do not extend to any claims received by the Parties in relation to matters beyond the scope of the Modern Slavery and Organised Immigration Crime Programme or arising in relation to a matter pre-dating the Original Collaboration Agreements.
- 21.13. The provisions of this **Clause 21** shall remain in force notwithstanding the termination or expiry of this Agreement.
- 21.14. Nothing in this **Clause 21** shall restrict or limit the Parties general obligation at Law to mitigate any Liability which it may suffer or incur (including in respect of any Relevant Claim).
22. Information Assurance including Freedom of Information, Confidentiality, Data Protection, Data Security and Risk Management
- 22.1. The Parties shall comply with their obligations as set out in **Schedule 4**.
23. Notices

- 23.1. Any notice to be given under this Agreement must be in writing, may be delivered to the other Parties at the address of its force area headquarters with a copy to its in-house legal advisers by any of the methods set out in the left-hand column below and shall be deemed to be received on the corresponding day set out in the right hand column below.

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By pre-paid first-class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting
By email (provided the recipient confirms complete and error-free transmission of that notice to the correct email address)	the next Business Day after sending or, if sent before 16.00, on the Business Day it was sent

- 23.2. Any Party may change its representatives for the receipt of notices and/or its address for service by serving a notice to the other Parties in accordance with this **Clause 23**.

24. Review and Variation of Agreement

- 24.1. The Parties may review this Agreement on an annual basis or as determined by the Policing Bodies in accordance with **Clause 3.2.9** and, without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under section 23G(4) of the Police Act 1996 (as amended by the PRSRA), may make any amendments necessary by unanimous agreement in writing.
- 24.2. Variation to this Agreement shall be made where directed by the Secretary of State under section 23G(4) of the Police Act 1996 (as amended by the PRSRA).

25. Withdrawal from role as Lead Policing Body and Lead Chief Officer

- 25.1. Subject to **Clause 25.3**, the Parties acknowledge that the nature of the roles of Lead Policing Body and Lead Chief Officer are inter-dependent and accordingly the Parties agree that if either the Lead Chief Officer or Lead Policing Body wishes to withdraw from its role as a lead party for the Modern Slavery and Organised Immigration Crime Programme then its respective Chief Officer or Policing Body shall also withdraw from its role as a lead party for the Modern Slavery and Organised Immigration Crime Programme.
- 25.2. Subject to **Clause 25.3**, if the Lead Policing Body and Lead Chief Officer agree to withdraw from their roles as lead parties (but remain as a Party), the Lead Policing Body shall serve a notice on the other Parties setting out that it and its Chief Officer wish to cease to lead the collaboration.
- 25.3. The Lead Policing Body and Lead Chief Officer undertake and agree:
- 25.3.1. not to withdraw from their roles as lead parties prior to the expiry of the Grant Agreement; and
  - 25.3.2. to ensure all third-party contracts and employment arrangements for the Modern Slavery and Organised Immigration Crime Programme shall (without incurring any cost not covered by the Grant) be co-terminus with the Grant Agreement.
- 25.4. Subject to Clause 25.3, if the Lead Policing Body serves a notice pursuant to Clause 25.2 or Clause 26.2, the Parties shall seek to find an alternative Policing Body and Chief Officer (from the same Police Service) to take on the roles and responsibilities of lead parties and the Parties shall amend the terms of this Agreement as appropriate to reflect the provisions of the new arrangement and the Lead Policing Body shall arrange for any third party contracts for the provision of products or services entered into by it, and/or any assets held by it and/or any premises occupied by it, for or on behalf of the Modern Slavery and Organised Immigration Crime Programme to be transferred to the new Lead Policing Body who shall be responsible for performing the obligations of any transferred third party contract for or on behalf of the Modern Slavery and Organised Immigration Crime Programme and take on the other responsibilities of the Lead Policing Body from a date to be agreed between the Parties (unless the Parties otherwise agree).

- 25.5. If requested by any Party, the Lead Policing Body and Lead Chief Officer shall provide reasons for their decision to withdraw from their roles as lead parties.
- 25.6. If the Parties are unable to find an alternative Policing Body and Chief Officer (from the same Police Service) to take on the roles and responsibilities of the withdrawing Lead Policing Body and Lead Chief Officer within 12 months of a notice served by the Lead Policing Body pursuant to **Clause 25.2** or **Clause 26.2** then this Agreement shall terminate on the date expiring 12 months from the date of the relevant notice unless the Lead Policing Body and Lead Chief Officer agree to withdraw the notice and remain as Parties to this Agreement in their respective roles as Lead Policing Body and Lead Chief Officer.

## 26. Withdrawal and Termination

- 26.1. The Parties agree that this Agreement may be terminated at any time by the majority agreement of the Parties.
- 26.2. The Parties acknowledge that the nature of the Modern Slavery and Organised Immigration Crime Programme is such that there is a significant inter-dependency between the obligations of the Policing Bodies and those of the Chief Officers under this Agreement. Subject to any obligations or requirements of the Police Act 1996 (as amended by the PRSRA) including but not limited to any direction of the Secretary of State, the Parties agree that:
- 26.2.1. if a Chief Officer or Policing Body wishes to withdraw from this Agreement then their respective Chief Officer or Policing Body shall also withdraw from this Agreement.
- 26.2.2. if a Chief Officer and Policing Body agree to withdraw from this Agreement pursuant to **Clause 26.2.1**, they may withdraw by the Policing Body giving not less than twelve months' written notice to expire on 31<sup>st</sup> March in the relevant financial year to the Strategic Assurance Board and to the Chief Officers and the Policing Bodies of the other Police Services.
- 26.3. The Secretary of State may terminate the entire Agreement or the terms of this Agreement with immediate effect or at the end of a specified period.
- 26.4. Notwithstanding the provisions of **Clause 1.9**, this Agreement will terminate automatically on the earlier of:
- 26.4.1. termination of the Grant Agreement in accordance with its terms (save where the Parties have obtained sufficient alternative External Funding to meet the Budget of the Modern Slavery and Organised Immigration Crime Programme); or
- 26.4.2. the date on which the Modern Slavery and Organised Immigration Crime Programme runs out of funds as set out under **Clause 10.9** and where it is determined that no alternative or additional External Funding should be applied for; or
- 26.4.3. 31<sup>st</sup> March 2024 (or such later date agreed by all the Parties).

## 27. Consequences of Withdrawal and Termination

- 27.1. If any Police Service withdraws from this Agreement in accordance with **Clause 26.2** then, in recognition of the potential administrative and financial repercussions for the other Police Services,
- 27.1.1. each of the withdrawing Parties shall:
- 27.1.1.1. subject to **Clause 25**, use its best endeavours to arrange for any assets held by it for or on behalf of the Modern Slavery and Organised Immigration Crime Programme to be transferred to a Party nominated by the Management Board who shall hold the assets for or on behalf of the Modern Slavery and Organised Immigration Crime Programme;
- 27.1.1.2. comply with the provisions of **Schedule 4** concerning the return of Police Data.
- 27.1.1.3. save as set out in **Schedule 2**, waive any entitlement or claim to any assets held by any Party for and on behalf of the Modern Slavery and Organised Immigration Crime Programme or transferred by them to any Party to hold for and on behalf of the Modern Slavery and Organised Immigration Crime

Programme.

- 27.1.1.4. continue to be liable for all Financial Contributions and Resource Contributions due from it until the date of expiry of the notice given in accordance with **Clause 26.2**; and
- 27.1.2. where the withdrawing Party is the Lead Policing Body, the provisions of **Clauses 25.3** and **25.6** shall apply; and
- 27.1.3. the other Parties shall comply with the provisions of **Schedule 4** regarding the return of Police Data.
- 27.2. If a Police Service withdraws from this Agreement in accordance with **Clause 26.2**, the licence granted in **Clause 19.3** shall continue save that the withdrawing Parties shall not be permitted to sub-license, sell, rent, lease, distribute or otherwise commercially exploit the Intellectual Property in any products, services or deliverables created by the Modern Slavery and Organised Immigration Crime Programme without the consent in writing of the other Parties.
- 27.3. If this Agreement expires or is terminated in accordance with **Clause 26.1** or **Clause 26.3**:
  - 27.3.1. the Parties shall cause the Modern Slavery and Organised Immigration Crime Programme to be wound up. Any surplus monies after payment of any creditors or liabilities (which include any costs or liabilities incurred by any Party in making any staff of the Centrally Funded Team redundant) shall be divided in accordance with any Funding Conditions and thereafter between the Parties in accordance with the Apportionment Ratio and in the event of any deficiency the Parties shall bear the deficiency in the same proportion.
  - 27.3.2. each Party shall comply with the provisions of **Schedule 4** regarding the return of Police Data.
  - 27.3.3. the Parties shall use their best endeavours to cooperate and provide mutual support to each other to enable a smooth termination or expiry of this Agreement and/or winding up of the Modern Slavery and Organised Immigration Crime Programme and, where appropriate, the transition to any new arrangements.
  - 27.3.4. the Parties shall take all steps to promptly dispose of any property, equipment, vehicles and assets held by the Lead Chief Officer and/or the Lead Policing Body on behalf of the Modern Slavery and Organised Immigration Crime Programme using all reasonable endeavours to obtain market value provided that each Party shall have the right exercisable within twenty eight days of termination or expiry of this Agreement to purchase any of the assets of the Modern Slavery and Organised Immigration Crime Programme (including property, chattels, equipment, vehicles etc) at their market value at the date of such termination or expiry;
  - 27.3.5. each Party shall be responsible for consulting with those of its staff (who have been engaged in performing services for the Modern Slavery and Organised Immigration Crime Programme) on any possible consequences that may arise pursuant to the termination or expiry of this Agreement.
  - 27.3.6. any Intellectual Property developed by the Modern Slavery and Organised Immigration Crime Programme shall be vested in the Parties jointly and each Party acknowledges and agrees that the joint ownership of the Intellectual Property developed by the Modern Slavery and Organised Immigration Crime Programme entitles the other Parties (and to the extent necessary hereby grants to the other Parties a non-exclusive, royalty-free licence) to use, copy, modify, adapt, publish, create derivative works from, sub-licence, sell, rent, lease, transfer or commercially exploit the Intellectual Property developed by the Modern Slavery and Organised Immigration Crime Programme.
- 27.4. If more than one Party exercises the right under **Clause 27.3.4** to purchase any asset each Party shall have the right within fourteen days after expiration of the time limit of twenty eight days set out in **Clause 27.3.4** to deposit (at a place nominated by the Strategic Assurance Board and addressed to a person nominated by the Strategic Assurance Board for this purpose) a sealed bid for the item for which the respective Party shall unconditionally offer to

purchase such item at the price stated in the bid. The Party which deposits the bid naming the highest price shall become entitled to purchase the relevant asset. The Parties agree that the completion of such purchase, and payment of the purchase monies, is to take place within twenty-eight days of notification to the successful bidder.

#### 28. Public Interest Disclosures

28.1. The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided under the Public Interest Disclosure Act 1998 ("PIDA") for individuals who disclose information so as to expose malpractice and matters of similar concern (known as "whistle blowers"), police officers and police staff of the Modern Slavery and Organised Immigration Crime Programme shall be entitled to report such "whistle blowing" matters back to their home Police Service and it is their home Police Service who shall be obliged in such circumstances to give legal protection pursuant to PIDA.

#### 29. Disputes

29.1. In the event of any dispute between the Parties arising out of or in connection with this Agreement or its dissolution, the provisions of **Schedule 6** shall apply.

#### 30. Assignment

30.1. Except by statutory enactment, none of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.

#### 31. Illegal/unenforceable Provisions

31.1. If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, and the rest of the void or unenforceable provision, shall continue in force.

#### 32. Waiver of rights

32.1. If a Party fails to enforce or delays in enforcing an obligation of any other Party or fails to exercise or delays in exercising a right under this Agreement, that failure or delay shall not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement shall not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

#### 33. Entire Agreement

33.1. This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this **Clause 33** does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

#### 34. Third Parties and Successors

34.1. Except as otherwise provided by the Police Act 1996 or other statutory enactment, no one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce this Agreement.

34.2. Any change in the legal status of any Party such that it ceases to be a legal entity for the purpose of this Agreement shall not affect the validity of this Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to that Party.

34.3. The Parties agree that should any amendment to this Agreement be required in order to ensure this Agreement's compliance with any statute or statutory instrument such amendment shall be made as required.

#### 35. Further Assurances

35.1. Each Party shall, at the reasonable request of any other Party, take such action (including the execution of any document) and provide all reasonable support and assistance, which may be necessary to give effect to this Agreement or any of the rights created by this Agreement.

36. Counterparts

36.1. This Agreement may be executed in any number of counterparts, each of which, when signed shall be an original, and all the counterparts together shall constitute one and the same instrument.

37. Governing Law

37.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims), shall be governed by, and construed in accordance with, English and Welsh Law and the Parties irrevocably agree that, subject to **Clause 29**, the English and Welsh Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

## SCHEDULE 1

### Responsibilities and Strategic Aims

#### 1. Responsibilities

- 1.1. The purpose of this Agreement is to create a national team which shall be led by the Lead Policing Body and which shall be responsible for supporting the Lead Chief Officer to improve the policing response across England and Wales to Modern Slavery and Organised Immigration Crime.
- 1.2. Although a national team shall be established to deal with the approach to Modern Slavery and Organised Immigration Crime as further set out in **Schedule 5** (Identified Officers and Staff), no independent unit will be created for the purposes of this Agreement.
- 1.3. The intention of the Parties is that prior to expiry or termination of this Agreement, each of the Parties shall possess the requisite skills to deal with Modern Slavery and Organised Immigration Crime on an individual basis moving forward.
- 1.4. The mission statement of the Modern Slavery and Organised Immigration Crime Programme is “to embed an improved policing and wider law enforcement response to modern slavery and OIC”.

#### 2. Strategic Aims

- 2.1. Understand intelligence.
- 2.2. Understand data.
- 2.3. Understand threat.
- 2.4. Engage partners.
- 2.5. Engage victim/survivor voice.
- 2.6. Engage national strategy/policy.
- 2.7. Deliver policing standards.
- 2.8. Deliver Crown and Courts Act (CCA) tasking.
- 2.9. Deliver positive outcomes.

#### 3. Performance Monitoring

- 3.1. The Programme Board will assess the performance of the Modern Slavery and Organised Immigration Crime Programme against the nine Strategic Objectives using as either Red, Amber, or Green and report this to the Strategic Assurance Board. The assessment will reflect progress in relation to the performance indicators described at **paragraph 3.2**. This information will be available to all Policing Bodies via the Programme Board papers which are available on request.
- 3.2. The Lead Policing Body shall agree a set of performance indicators with the Funding Body in accordance with the Funding Conditions. Progress against the performance indicators will be reported to the Programme Board.

**SCHEDULE 2**  
**Funding Principles**

1. General

- 1.1. The total amount of the Budget for the Modern Slavery and Organised Immigration Crime Programme for 2023/24 is £3,906,859 and will cover all staffing and running costs of the Modern Slavery and Organised Immigration Crime Programme as set out in the Budget.
- 1.2. The Modern Slavery and Organised Immigration Crime Programme may be funded/resourced in three ways:
  - 1.2.1. External Funding
  - 1.2.2. Financial Contributions (although the Parties acknowledge and agree that the Budget is anticipated to be fully funded by the Grant and as such Financial Contributions will only be required if a shortfall occurs between the actual expenditure and the Grant received and is approved in accordance with **Clauses 10.9 and 3.2.5.3**).
  - 1.2.3. Resource Contribution

2. External Funding

- 2.1. At the commencement of this Agreement, the Lead Policing Body has secured the following External Funding:
  - 2.1.1. the Grant which is in the sum of £3,906,859 from the Home Office for the Modern Slavery and Organised Immigration Crime Programme for a one-year period covering the Financial Years 2023/24.
    - 2.1.1.1. it is anticipated that the Lead Policing Body shall receive payments under the Grant:
      - (a) by 30 August 2023 for the expenditure during the period 1 April 2023 to 30 June 2023.
      - (b) by 30 October 2023 for the expenditure during the period 1 July 2023 to 30 Sept 2023.
      - (c) by 30 January 2024 for the expenditure during the period 1 October 2023 to 31 December 2023.
      - (d) by 30 June 2024 for the expenditure during period 1 January 2024 to 31 March 2024.
    - 2.1.1.2. the Lead Policing Body shall notify any Party claiming expenditure in accordance with **Clause 10.11** whether it is in receipt of payments under the Grant for such expenditure within 10 Business Days of the receiving the Grant payment.



### 3. Financial Contributions

3.1. The Parties agree that the Apportionment Ratio for the financial year 2023/24 are as set out below:

Police Service	Apportionment Ratio (%)
Avon and Somerset	2.47%
Bedfordshire	0.92%
Cambridgeshire	1.18%
Cheshire	1.58%
City of London	0.61%
Cleveland	1.14%
Cumbria	0.87%
Derbyshire	1.46%
Devon and Cornwall	2.54%
Dorset	1.08%
Durham	1.07%
Dyfed-Powys	0.87%
Essex	2.40%
Gloucestershire	0.95%
Greater Manchester	5.01%
Gwent	1.07%
Hampshire	2.77%
Hertfordshire	1.67%
Humberside	1.53%
Kent	2.55%
Lancashire	2.36%
Leicestershire	1.53%
Lincolnshire	0.99%
Merseyside	2.94%
The Metropolis	21.67%
Norfolk	1.33%
North Wales	1.26%
North Yorkshire	1.24%
Northamptonshire	1.09%
Northumbria	2.72%
Nottinghamshire	1.69%
South Wales	2.38%

South Yorkshire	2.30%
Staffordshire	1.58%
Suffolk	1.01%
Surrey	1.86%
Sussex	2.34%
Thames Valley	3.46%
Warwickshire	0.83%
West Mercia	1.78%
West Midlands	5.17%
West Yorkshire	3.76%
Wiltshire	0.97%
Total England and Wales	100%

#### 4. Resource Contributions

- 4.1. The Parties agree that they shall provide appropriate resource contributions including the officers and staff in accordance with **Clause 13** and **Schedule 5**.

#### 5. Budget Management Principles – Scheme of Virement

- 5.1. A virement is planned reallocation of resources between approved budgets or heads of expenditure within the Budget.
- 5.2. The budget headings within the Budget are classified into major budget headings which show the spend on the main delivery areas and sub-headings that show the type of expenditure within the delivery areas.
- 5.3. The Lead Chief Officer is expected to exercise discretion and manage the Budget so as to meet the Responsibilities and Strategic Aims (including the deliverables required by the Grant Agreement).
- 5.4. The Policing Bodies approve such virements by the Lead Chief Officer provided that:
- 5.4.1. the virement is less than £100,000 (one hundred thousand pounds);
- 5.4.2. the virement would not result in a significant change to the delivery of the Responsibilities and Strategic Aims; and
- 5.4.3. the Lead Chief Officer has consulted the Programme Board about the virements.
- 5.5. All other virements will be reviewed by the Strategic Assurance Board before they are referred to the Policing Bodies for approval in accordance with **Clause 3.2.5.5**.
- 5.6. Should the Lead Chief Officer judge that any virement will result in contentious expenditure, this virement(s) will be referred to the Strategic Assurance Board and, if appropriate, referred to the Policing Bodies for approval.

**Annex 1 - Schedule 2**

**Budget 2023-25**

<b>Modern Slavery &amp; Organised Immigration Crime Programme 2023-25</b>	
	<b>Budget</b>
	<b>£</b>
<b>D&amp;C Modern Slavery and OIC Operations</b>	
Budget Subheadings:	
Pay	378969
Non-Pay	93386
<b>Total Major Budget Heading - D&amp;C Modern Slavery and OIC Operations</b>	<b>472355</b>
<b>Regional Coordinators</b>	
Payments to ROCUs for Regional Coordinators	814889
<b>Major Budget Headings - Regional Coordinators</b>	<b>814889</b>
<b>OIC Support and Development Team</b>	
Budget Subheadings:	
Pay	1003789
Payment to Forces for Operational Staff	383482
Non-Pay	87364
<b>Total Major Budget Heading - OIC Operations Team</b>	<b>1474635</b>
<b>Programme Management, Admin &amp; Overheads</b>	
Budget Subheadings:	
Pay	348164
Vacancy Factor	-67620
Non-Pay	20000
<b>Total Major Budget Heading - Programme Management, Admin &amp; Overheads</b>	<b>300544</b>
<b>Operational Funding</b>	
Road Operations	415276
Migrant Debriefs	66402
Airfield Visits	104879
Port Visits	104879
Maritime Activity	153000
<b>Total Major Budget Heading – Operational Activity</b>	<b>844436</b>
<b>Total Budget</b>	<b>3906859</b>
<b>Home Office Grant</b>	<b>-3906859</b>
<b>Planned Financial Contributions</b>	<b>0</b>

**Annex 2 - Schedule 2**  
**Grant Agreements**

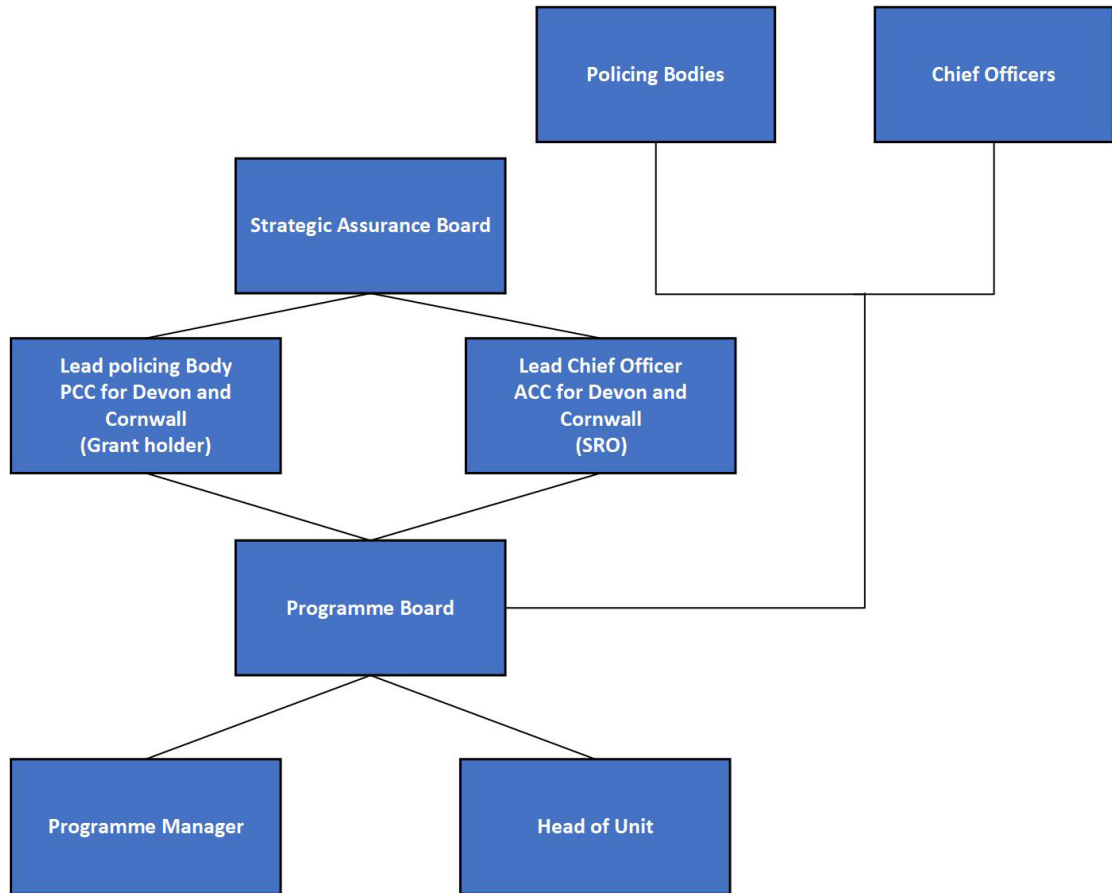


## SCHEDULE 3

### Governance Boards' Terms of Reference

1. This schedule shall set out the governance board terms of reference for the Modern Slavery and Organised Immigration Crime Programme.

- 1.1. Modern Slavery and Organised Immigration Crime Programme governance structure:



2. Strategic Assurance Board

- 2.1. The primary purposes of the Strategic Assurance Board are:

- 2.1.1. to support the Policing Bodies in the development of the Strategy and the Budget as set out at **paragraph 2.2**; and
    - 2.1.2. to support the Policing Bodies and the Chief Officers in the governance of Modern Slavery and Organised Immigration Crime Programme, in particular, to assist the Policing Bodies discharge their responsibilities as set out at **Clauses 3.2.1, 3.2.3 and 3.2.4** and to assist the Chief Officers discharge their responsibilities as set out at **Clauses 3.5.1, 3.5.3, 3.5.4, 3.5.5, 3.5.6 and 3.5.7** as set out at **paragraph 2.3**.

- 2.2. To support the Policing Bodies in the development of the Strategy and the Budget the Strategic Assurance Board shall:

- 2.2.1. challenge and provide input into the Strategy prior to approval by the Policing Bodies in accordance with **Clause 3.2.2** and submission to the Home Office.
    - 2.2.2. challenge and provide input into the Budget prior to approval by the Policing Bodies in accordance with **Clause 3.2.5.1** and submission to the Home Office.

- 2.3. To support the Policing Bodies and the Chief Officers in the governance of Modern Slavery and Organised Immigration Crime Programme, the Strategic Assurance Board shall:

- 2.3.1. facilitate a regular review of high risk matters and where appropriate, escalate any high level risks to all Policing Bodies and, where relevant, Chief Officers. Risk management reviews will address matters relating to:
  - 2.3.1.1.1. governance;
  - 2.3.1.1.2. the Modern Slavery and Organised Immigration Crime Programme's ability to comply with any part of the Funding Conditions;
  - 2.3.1.1.3. any matters which could lead to liabilities not covered by the External Funding;
  - 2.3.1.1.4. compliance with legislative requirements and applicable national standards;
  - 2.3.1.1.5. ethical and equality standards;
  - 2.3.1.1.6. any other matters that affect the achievement of the Responsibilities and Strategic Aims;

Risk levels will be assessed by the Lead Policing Body and/or Lead Chief Officer (as appropriate) ensuring that all risks rated 'High' will be submitted to the Strategic Assurance Board for review. The ownership and mitigation of these risks remain under the control of the Lead Policing Body and/or Lead Chief Officer (as appropriate);
- 2.3.2. facilitate a regular review of the Modern Slavery and Organised Immigration Crime Programme's overall efficiency and effectiveness by reference to highlight reports and delivery briefings in order to apply assurance, intervention, direction and control as required;
- 2.3.3. review quarterly and annual budget monitoring information;
- 2.4. The Strategic Assurance Board will convene six monthly meetings. Details of the meetings will be circulated to all Policing Bodies and Chief Officers at the start of the year. Agendas will be distributed 10 Business Days in advance of the meeting to all Policing Bodies and Chief Officers. Policing Bodies and Chief Officers may receive a full set of papers on request and may attend the meetings as set out at **paragraph 2.9**. Minutes will be circulated to all Policing Bodies and Chief Officers.
- 2.5. The Strategic Assurance Board will be chaired by the Lead Policing Body or their designated representative.
- 2.6. Membership of the Strategic Assurance Board will include:
  - 2.6.1. the Lead Policing Body;
  - 2.6.2. the Lead Chief Officer;
  - 2.6.3. the Lead Chief Officer's Director of Finance and Resources;
  - 2.6.4. the Programme Manager;
  - 2.6.5. the Head of Unit; and
- 2.7. Any Policing Body or Chief Officer that wishes to attend may attend the Strategic Assurance Board.
- 2.8. Members listed at **paragraph 2.6** will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members have authority to represent their organisation at the required level and approve decision papers.
- 2.9. At the invitation of the Chair, any additional individuals (including but not limited to APCC lead for Modern Slavery, APCC lead for Victims, victim or survivor's representative), may be invited to participate within the Strategic Assurance Board in order to assist it in performing its functions in accordance with this Agreement. Attendance by any person invited by the Chair will not constitute membership to the Strategic Assurance Board or determine a quorum.
- 2.10. Any member of the Strategic Assurance Board may participate in meetings of the

Strategic Assurance Board by tele-conference, video-conference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other.

- 2.11. The quorum for a meeting of the Strategic Assurance Board shall be 4 of the Members listed at **paragraph 2.6** and must include the Lead Policing Body and the Lead Chief Officer present in person or by tele-conference, video-conference or other technology mentioned above.
- 2.12. All decisions **must** be agreed by the Lead Policing Body and the Lead Chief Officer and a majority of the remaining members of the board who are in attendance at the meeting.
- 2.13. The Strategic Assurance Board will be held six monthly administered by the office of the Lead Policing Body in accordance with Lead Policing Body's Business Change standard practices.
- 2.14. Papers for the Strategic Assurance Board will be distributed five (5) Business Days in advance of scheduled meetings to all Members listed at **paragraph 2.6** and to any other Policing Body or Chief Officer on requests. Submission of papers for inclusion in the pack are required two (2) days prior to that.
- 2.15. Notwithstanding paragraphs 2.14 and 2.15, there may be circumstances that require the Strategic Assurance Board to meet in an emergency.

### 3. Programme Board

#### 3.1. The primary purposes of the Programme Board are to:

- 3.1.1. provide input into the Delivery Plan (to be prepared by the Head of Unit) - to ensure the maintenance and continued development of the Modern Slavery and Organised Immigration Crime Programme in line with the Strategy and the Responsibilities and Strategic Aims before submission for approval by the Chief Officers;
- 3.1.2. provide assurance to the Lead Chief Officer that the operational delivery of the Modern Slavery and Organised Immigration Crime Unit is in line with the Delivery Plan and the terms of the External Funding;
- 3.1.3. oversee the delivery of the Responsibilities and the Strategic Objectives with particular focus on supporting the Strategic Assurance Board to identify exit/continuation strategies prior to the expiry or termination of this Agreement;
- 3.1.4. consider and respond to any matters raised by the Chief Officers concerning the Delivery Plan or the operational performance of the Modern Slavery and Organised Immigration Crime Unit.
- 3.1.5. review interdependencies with wider strategic imperatives and national initiatives and to facilitate the development of exit strategies prior to the expiry or termination of this Agreement; and
- 3.1.6. provide a forum where the national performance of policing on Modern Slavery and Organised Immigration Crime can be reviewed and challenged.

#### 3.2. In addition, the Programme Board shall:

- 3.2.1. provide an opportunity for key stakeholders to identify interdependencies between the Modern Slavery and Organised Immigration Crime Programme and their organisation, and / or provide feedback on the future planning and activity to be completed by the Modern Slavery and Organised Immigration Crime Programme;
- 3.2.2. facilitate ad hoc requests from senior stakeholders for briefings on specific elements linked to the Modern Slavery and Organised Immigration Crime Programme;
- 3.2.3. facilitate the development and approval of exit strategies for the Lead Policing Body prior to the expiry or termination of this Agreement; and

- 3.2.4. monitor the impact of the Modern Slavery and Organised Immigration Crime Programme on the safeguarding of victims through use of external and internal metrics.
- 3.3. To deliver the primary purposes the Programme Board shall:
- 3.3.1. review and advise on the current status of the Modern Slavery and Organised Immigration Crime Programme risk register;
  - 3.3.2. provide a detailed update on the progress of Modern Slavery and Organised Immigration Crime Unit's workstreams, with particular focus on identifying exit / continuation strategies;
  - 3.3.3. review quarterly and annual monitoring reports of expenditure against Budget in readiness for scrutiny at the Strategic Assurance Board.
  - 3.3.4. maintain internal scrutiny and assurance that the operational delivery of the Modern Slavery and Organised Immigration Crime Programme (including externally embedded functions: MPS & ROCU Lead Forces) is in accordance with the Funding Conditions;
  - 3.3.5. where possible and appropriate, resolve issues within the operational units, without escalation to the Strategic Assurance Board;
  - 3.3.6. advise on the allocation of assets required for the successful delivery of the Modern Slavery and Organised Immigration Crime Programme;
  - 3.3.7. provide oversight of the Modern Slavery and Organised Immigration Crime Unit's operational performance, partnership arrangements, finance and human resources;
  - 3.3.8. monitor and report to the Parties on the Modern Slavery and Organised Immigration Crime Programme's compliance with legal requirements and national standards;
  - 3.3.9. to monitor the ethical and equality standards within the Modern Slavery and Organised Immigration Crime Programme; and
  - 3.3.10. to provide input into the formulation of policies, procedures and guidance for the Modern Slavery and Organised Immigration Crime Programme.
- 3.4. The Programme Board will be chaired by the Lead Chief Officer or their designated representative.
- 3.5. Members of the Programme Board will commit to support the Lead Chief Officer within the following areas:
- 3.5.1. to resolve or mitigate risks and issues relevant to their business area and across business areas;
  - 3.5.2. to understand and resolve dependencies;
  - 3.5.3. to ensure continued viability and integrity of the Modern Slavery and Organised Immigration Crime Programme;
  - 3.5.4. to support the application of Modern Slavery and Organised Immigration Crime Programme and agreed project standards.
- 3.6. Membership of the Programme Board will include:
- 3.6.1. the Lead Chief Officer;
  - 3.6.2. the Programme Manager;
  - 3.6.3. the Head of Unit;
  - 3.6.4. a representative for the Lead Policing Body;
  - 3.6.5. the holder of the APCC victims portfolio or their representative;



- 3.6.6. the holder of the APCC modern slavery portfolio or their representative;
  - 3.6.7. the Lead Policing Body's Grant Manager;
  - 3.6.8. a senior representative of the National Crime Agency;
  - 3.6.9. the head of the Home Office Modern Slavery Unit or their representative;
  - 3.6.10. the head of the Home Office Organised Immigration Crime Unit or their representative;
  - 3.6.11. a senior policing representative appointed to speak collectively on behalf of the ROCUs;
  - 3.6.12. the Modern Slavery and Organised Immigration Crime Unit's Analyst Manager.
- 3.7. The Programme Board may invite practitioner/specialist leads to attend meetings of the Programme Board on ad hoc basis in order to assist it in performing its functions in accordance with this Agreement (e.g. Legal specialist lead invited to attend to provide advice on any legal issues being considered by the Programme Board).
  - 3.8. Members will attend all meetings and, if unable to do so, will appoint designated deputies to attend in their absence. All members are decision makers for their functions at this meeting, including designated deputies when in attendance. The final decision rests with the Lead Chief Officer.
  - 3.9. Any member of the Programme Board may participate in meetings of the Programme Board by tele-conference, video-conference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other.
  - 3.10. The quorum for a meeting of the Programme Board shall be 6 present in person or by tele-conference, video-conference or other technology mentioned above.
  - 3.11. The Programme Board will be held bi-monthly administered by the Modern Slavery and Organised Immigration Crime Unit in accordance with Lead Policing Body's Business Change standard practices.
  - 3.12. The formal standing agenda items include:
    - 3.12.1. Delivery Plan update paper indicating progress against the agreed Delivery Plan;
    - 3.12.2. highlight report, including risk paper;
    - 3.12.3. financial monitoring reports;
    - 3.12.4. options and decision papers as required;
    - 3.12.5. exit strategy position paper.
  - 3.13. Papers for the Programme Board will be distributed five (5) Business Days in advance of scheduled meetings. Submission of papers for inclusion in the pack are required two (2) days prior to that.
  - 3.14. Notwithstanding **paragraphs 3.11** and **3.12**, there may be circumstances that require the Programme Board to meet in an emergency.

**SCHEDULE 4**  
**Information Assurance Obligations**

**Part 1 –Definitions**

1. Definitions

- 1.1. For the purposes of this **Schedule 4**, the following words shall have the following meanings:
- 1.1.1. **“BCDR Plan”** means the relevant Party’s internal business continuity and disaster recovery plan;
  - 1.1.2. **“Competent Authority”, “Controller”, “Data Protection Officer”, “Data Subject”, “Information Commissioner”, “Law Enforcement Purposes”, “Personal Data”, “Process”, “Processing”, Sensitive Processing”** and **“Technical and Organisational Measures”** shall have the meanings given to those terms by the DPA;
  - 1.1.3. **“Confidential Information”** means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property, and Personal Data;
  - 1.1.4. **“Contracting Authority”** means any contracting authority, as defined in Regulation 2(1) of the Public Contracts Regulations 2015, other than the Parties;
  - 1.1.5. **“Criminal Data”** means information relating to the criminal offences as defined in Article 10 of the UK GDPR as clarified by s10(5) of the DPA;
  - 1.1.6. **“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Processor in relation to this Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
  - 1.1.7. **“Data Protection Law”** means the DPA, the UK GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
  - 1.1.8. **“DPA”** means the Data Protection Act 2018;
  - 1.1.9. **“EIR”** means the Environmental Information Regulations 2004;
  - 1.1.10. **“FOIA”** means the Freedom of Information Act 2000;
  - 1.1.11. **“GSCS”** means the government’s security classification scheme for the classification of information which is designed to ensure that public sector information assets are appropriately protected, managed and safeguarded in an agreed and proportionate manner in compliance with relevant legislation and international standards;
  - 1.1.12. **“HMG IAS”** means Her Majesty’s Government Information Assurance Standards;
  - 1.1.13. **“Information”** has the meaning given under section 84 of the FOIA;
  - 1.1.14. **“Information Risk Assessment Reports”** means the information risk assessment reports for the Modern Slavery and Organised Immigration Crime Programme agreed by the Parties;
  - 1.1.15. **“ISO”** means Information Security Officer;
  - 1.1.16. **“IT System”** means the computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of any

Party or any of its employees, agents, consultants and contractors, to host, access or otherwise process the Police Data as identified in **Annex 2 to this Schedule**;

- 1.1.17. **“LED”** means the Law Enforcement Directive (EU Directive 2016/680);
- 1.1.18. **“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data, 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;
- 1.1.19. **“MOPI”** means the Code of Practice for the Management of Police Information (2005);
- 1.1.20. **“Non-Sensitive Personal Data”** means any Personal Data that is not Sensitive Personal Data or Criminal Data;
- 1.1.21. **“NPCC CSP”** means the National Policing Community Security Policy;
- 1.1.22. **“Personal Data Breach”** means a breach of security leading to accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of or access to Personal Data;
- 1.1.23. **“Police Data”** means any data (including Personal Data) text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are provided by any Party to another Party in connection with this Agreement and/or which any Party is required to generate, process, store or transmit for or on behalf of any Party pursuant to this Agreement;
- 1.1.24. **“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 EIR;
- 1.1.25. **“Senior Information Risk Owner”** or **“SIRO”** means the person identified as such for each Party in **Annex 2 to this Schedule**;
- 1.1.26. **“Sensitive Personal Data”** means Personal Data comprising of Special Category Personal Data as defined by Article 9 of the UK GDPR and/or Personal Data deemed to fall under Sensitive Processing;
- 1.1.27. **“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Processor in respect of this Agreement; and
- 1.1.28. **“UK GDPR”** has the meaning given in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

## **Part 2 – Transparency**

### **2. Freedom of Information**

- 2.1. Each Party acknowledges that all the Parties are subject to the requirements of the FOIA and the EIR and each Party shall assist and cooperate with the other Parties to enable each Party to comply with its Information disclosure obligations.
- 2.2. Each Party shall:
  - 2.2.1. transfer, to the relevant Party’s officer responsible for handling Requests for Information, all Requests for Information relating to that Party that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;
  - 2.2.2. provide the relevant Party with a copy of all Information in their possession or power in the form that the relevant Party requires within 5 Business Days of the Party's request;
  - 2.2.3. provide all necessary assistance as reasonably requested by the relevant Party to enable the relevant Party 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 EIR; and

- 2.2.4. not respond directly to a Request for Information relating to any other Party(ies) without first consulting with the other Party(ies).
- 2.3. Notwithstanding any other provision in this Agreement, each Party shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- 2.4. The Parties acknowledge that (notwithstanding the other provisions of this **paragraph 2**) each Party 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 EIR to disclose Information concerning the other Party:
  - 2.4.1. in certain circumstances without consulting the other Party; or
  - 2.4.2. following consultation with the other Party and having taken its views into account, provided always that where **paragraph 2.4.1** applies the Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate and without putting itself in breach of applicable Law, to give the other Party advanced notice or, failing that, to draw the disclosure to the other Party's attention after any such disclosure.
- 3. Confidentiality
  - 3.1. Except to the extent set out in this **paragraph 3** or where disclosure is expressly permitted elsewhere in this Agreement, each Party (the "**Receiving Party**") shall:
    - 3.1.1. treat the Confidential Information of another Party (the "**Disclosing Party**") as confidential and safeguard it accordingly;
    - 3.1.2. not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent; and
    - 3.1.3. not use any of the Disclosing Party's Confidential Information otherwise than for the purposes of this Agreement.
  - 3.2. **Paragraph 3.1** shall not apply to the extent that:
    - 3.2.1. such disclosure is a requirement of Law placed upon the Receiving Party (including any requirements for disclosure under the FOIA or the EIR pursuant to **paragraph 2**) or the Receiving Party is required to do so by a court of competent jurisdiction or by any Regulatory Body with jurisdiction over the Receiving Party provided that the Receiving Party shall:
      - 3.2.1.1. not make any disclosure without first consulting with the Disclosing Party (subject to **paragraph 2.4**); and
      - 3.2.1.2. only copy or disseminate Confidential Information to third parties in accordance with and to the extent of the relevant Law; or
    - 3.2.2. such disclosure is in accordance with this Agreement; or
    - 3.2.3. such information was:
      - 3.2.3.1. in the possession of the Receiving Party making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party; or
      - 3.2.3.2. obtained from a third party without obligation of confidentiality; or
      - 3.2.3.3. already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
      - 3.2.3.4. independently developed without access to the Disclosing Party's Confidential Information.
  - 3.3. Each Receiving Party may only disclose Confidential Information to its personnel (including its consultants, contractors or other persons engaged by the Receiving Party) who are directly

involved in the operation of this Agreement or The Modern Slavery and Organised Immigration Crime Programme and who need to know such information, and shall ensure that such personnel are aware of and shall 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 or The Modern Slavery and Organised Immigration Crime Programme:

- 3.3.1. the relevant Receiving Party shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;
  - 3.3.2. to the fullest extent permitted by its own obligations of confidentiality to any of the Receiving Party's personnel, the relevant Receiving Party shall 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 **paragraph 3**, including:
    - 3.3.2.1. copies of any written communications to and/or from the Receiving Party's personnel; and
    - 3.3.2.2. 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.
- 3.4. Nothing in this Agreement shall prevent any Receiving Party from disclosing the Disclosing Party's Confidential Information:
- 3.4.1. to any Regulatory Body or to any Contracting Authority (and Regulatory Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other 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 Regulatory Body or any Contracting Authority);
  - 3.4.2. for the purpose of the examination and certification of the Receiving Party's accounts; or
  - 3.4.3. 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,  
  
provided that the relevant Receiving Party uses all reasonable endeavours to ensure that the Regulatory Body, Contracting Authority, employee, third party, or sub-contractor to whom the Disclosing Party's Confidential Information is disclosed pursuant to this **paragraph 3.4** is made aware of the Receiving Party's obligations of confidentiality.
- 3.5. Nothing in this Agreement shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement or The Modern Slavery and Organised Immigration Crime Programme 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 in breach of this **paragraph 3** or an infringement of Intellectual Property.
- 3.6. Each Party shall tell the affected Party(ies) immediately if it discovers that any provision of this **paragraph 3** has been breached and shall give the affected Party(ies) all reasonable assistance in connection with any proceedings arising from such breach.
- 3.7. The Parties agree that damages may not be an adequate remedy for any breach of this **paragraph 3** by any Party and that the affected Party(ies) shall be entitled to obtain any legal and/or equitable relief, including injunction, in the event of any breach of the provisions of this **paragraph 3**.
- 3.8. For the avoidance of doubt nothing in this **paragraph 3** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.

3.9. The obligations in this **paragraph 3** shall continue without limit in time.

### **Part 3 – Information Management and Security Requirements for all Police Data**

#### 4. Police Data Security

- 4.1. In accordance with the HMG IAS and NPCC CSP, the SIRO shall ultimately oversee and hold responsibility for information security and information risk management for all business activities undertaken within the terms of this Agreement.
- 4.2. The Parties acknowledge and agree that they each have obligations relating to the security of Police Data in their control under Data Protection Law, MOPI and the NPCC Police Service Information Assurance Strategy.
- 4.3. Each Party acknowledges and agrees that it shall be responsible for the quality of the Police Data that it enters onto the IT System in accordance with MOPI.
- 4.4. During the term of this Agreement each Party shall comply with all relevant obligations:
  - 4.4.1. as detailed in the Information Risk Assessment Reports submitted by the ISO of the Lead Chief Officer;
  - 4.4.2. in accordance with MOPI, NPCC CSP, HMG IAS and the NPCC Police Service Information Assurance Strategy.
- 4.5. Unless stated otherwise in this Agreement, each Party shall:
  - 4.5.1. ensure access to the Police Data is confined to authorised persons only;
  - 4.5.2. take responsibility for preserving the integrity, security and confidentiality of the Police Data and preventing the corruption, unauthorised disclosure or loss of the Police Data;
  - 4.5.3. perform secure back-ups of all the Police Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan; and
  - 4.5.4. ensure that any system (including without limitation any paper records, personal computer, laptop, server, storage device and removable media) on which they hold any Police Data, including back-up data, is a secure system that complies with this **paragraph 4**.
  - 4.5.5. provide a copy of its BCDR Plan to any other Party within a reasonable time following a request to do so.
- 4.6. If, at any time, any Party suspects or has reason to believe that any Police Data has been or could be lost or that any Police Data has or may become degraded in any way for any reason, then that Party shall notify the other Parties immediately by telephone (followed by email) and inform them of the remedial action that it proposes to take.
- 4.7. If any Police Data is corrupted, lost or sufficiently degraded as a result of any Party's breach of this Agreement, all the Parties shall work together to restore or procure the restoration of the Police Data to the extent and in accordance with the requirements specified in the BCDR Plan and the Modern Slavery and Organised Immigration Crime Programme's IT Policies.
- 4.8. Each Party shall, as an enduring obligation throughout the term of this Agreement and the existence of the Modern Slavery and Organised Immigration Crime Programme, 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 Party's systems and/or the IT System.
- 4.9. Notwithstanding **paragraph 4.8**, if Malicious Software is found on the IT System, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Police Data, assist each other to mitigate any losses.

#### 5. Information Management of Police Data

- 5.1. Each Party shall:
  - 5.1.1. not delete or remove any proprietary notices contained within or relating to the Police Data;
  - 5.1.2. not store, copy, disclose or use the Police Data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by all the Parties;
  - 5.1.3. to the extent that Police Data is held and/or processed by one Party on behalf of another Party the Party processing the Police Data shall supply the relevant Police Data to that other Party as requested by it in the format notified by it to the Party processing the relevant Police Data.

## 6. Risk Management of Police Data

- 6.1. The ISO of the Lead Chief Officer shall:
  - 6.1.1. assist the project manager for the Modern Slavery and Organised Immigration Crime Programme to identify any risks during any on-boarding or implementation stage of the Modern Slavery and Organised Immigration Crime Programme and assist the relevant Information Asset Owner(s) once the Modern Slavery and Organised Immigration Crime Programme has fully commenced;
  - 6.1.2. ensure that there is a formally documented process for notifying, recording and managing information security incidents. The process will include provision for investigation, escalation relative to risk, media management, notification to the Information Commissioner and formal review of any such incident;
  - 6.1.3. ensure that all Modern Slavery and Organised Immigration Crime Programme assets are managed in accordance with the NPCC CSP; to include maintenance of asset registers, licensing, use of removable media, use of encryption and secure disposal at the end of asset life;
  - 6.1.4. ensure that appropriate arrangements are in place to comply with the GSCS for all activities undertaken in respect of the Modern Slavery and Organised Immigration Crime Programme;
  - 6.1.5. ensure that any and all cryptographic materials are handled and utilised in compliance with HMG IAS 4 or the relevant prevailing standard, with suitably trained and accredited staffing resources in place;
  - 6.1.6. ensure that an appropriate risk treatment plan is put in place;
  - 6.1.7. ensure that the procurement and deployment of any new/additional information system utilised for the purposes of the Modern Slavery and Organised Immigration Crime Programme is conducted in compliance with NPCC CSP.
- 6.2. The relevant Information Asset Owner(s) shall:
  - 6.2.1. maintain an information risk register and coordinate activity to mitigate identified risks, utilising the collective information security resources of the Parties as necessary and by mutual agreement and report its management of such risks to the SIRO as required;
  - 6.2.2. ensure that there are appropriately documented procedures to manage access to the IT System, proportionate to the risks associated with the IT System and Modern Slavery and Organised Immigration Crime Programme, including any associated personnel security vetting and removal of access, when there is no longer a legitimate business need for that access. This will include any necessary supplementary procedures relating to remote and/or third-party access;
  - 6.2.3. ensure that robust arrangements are in place to monitor and audit the use of the IT System, to include appropriate reporting mechanisms and independent verification as necessary.
- 6.3. The SIRO for each Party shall ensure that a robust regime of awareness, training and

education is in place and delivered to all of that Party's staff with access to information assets pursuant to this Agreement, in accordance with NPCC CSP.

- 6.4. Except as expressly provided otherwise in this Agreement, the Lead Policing Body and Lead Chief Officer shall comply with their data retention policy and shall return to each Party any Police Data belonging to that Party held by the Lead Policing Body or Lead Chief Officer that is no longer required for the purpose for which it was provided.
- 6.5. The Lead Policing Body and the Lead Chief Officer shall be responsible for ensuring the safe subsequent disposal of any archived copies of Police Data that have been created by back-up or recovery procedures carried out by the Lead Policing Body or Lead Chief Officer.

## 7. Data Quality

- 7.1. Each Party (a "Disclosing Party") shall take all reasonable steps to ensure the accuracy of any Personal Data it shares with any other Party (the "Recipient Party").
- 7.2. In the event that the Recipient Party becomes aware or has a reasonable suspicion that any Personal Data shared by the Disclosing Party is either inaccurate or no longer up to date, it shall promptly notify the Disclosing Party of the actual or suspected error, together with any evidence it has that indicates the error.
- 7.3. The Disclosing Party shall promptly investigate the alleged error and inform the Recipient Party of the outcome of their investigations, and where the information was found to be inaccurate, provide a corrected version of the inaccurate Personal Data
- 7.4. In the event that the Disclosing Party becomes aware of any inaccuracy in the Personal Data other than as a result of a notification under **paragraph 7.2**, it shall promptly notify the Recipient Party of the error and provide a corrected version of the inaccurate Personal Data.

## 8. Privacy Notices

- 8.1. The Parties shall ensure that their general privacy notices shall make reference to Processing Personal Data for the purposes of the prevention/detection of crime, in compliance with Part 3 of the Data Protection Act 2018 and are sufficiently detailed to cover the information sharing activity specified in this Schedule, including the purpose of the processing and the lawful basis for the processing in accordance with this Schedule and the Strategic Aims.
- 8.2. The Parties further accept that the disclosure of any information to individual Data Subjects relating to the sharing and Processing of Personal Data in furtherance of the Responsibilities and Strategic Aims may:
  - 8.2.1. obstruct an official or legal inquiry, investigation or procedure; and/or
  - 8.2.2. prejudice the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties;

and accordingly, accept that any Party is entitled to withhold any specific reference to the Processing, or reference to specific sharing of Personal Data in furtherance of the Responsibilities and Strategic Aims, in any applicable Privacy Notice.

## 9. Breaches

- 9.1. In the event that any Party becomes aware of, or has a reasonable suspicion that a breach of this Schedule has occurred, including any Data Loss Event, it shall promptly notify all affected Parties, in accordance with **Clause 23** of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion.
- 9.2. Nothing in this Schedule shall prohibit or restrict any Controller from their legal obligation to notify the Supervisory Authority of any Personal Data Breach that is or will be likely to result in a risk to the rights and freedoms of the Data Subject or any other individual.
- 9.3. The Lead Chief Officer shall promptly notify the other Parties/Controllers upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Chief Officer pursuant to this Agreement and shall:
  - 9.3.1. do all such things as reasonably necessary to assist the other Parties/Controllers in



- mitigating the effects of the Personal Data Breach;
- 9.3.2. implement any measures necessary to restore the security of any compromised Personal Data;
- 9.3.3. decide whether any notification needs to be made to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Law (including the timeframes set out therein); and
- 9.3.4. not do anything which may damage the reputation of the other Parties/Controllers or their relationship with the relevant Data Subjects, save as required by Law.
- 9.4. The Lead Chief Officer shall not retain or process Personal Data for longer than is necessary to perform the Lead Chief Officer's obligations under this Agreement
- 9.5. The Lead Chief Officer will on behalf of the other Parties/Controllers review the independent controller provisions set out in this Schedule annually or promptly following a request from of one or more of the other Parties/Controllers. The Parties/Controllers may decide to continue, amend or terminate the arrangements depending on the outcome of any review.
- 9.6. The review of the independent controller provisions set out in this Schedule will involve:
  - 9.6.1. assessing whether the purposes of Personal Data Processing are still general or law enforcement purposes and whether the purposes should be revised;
  - 9.6.2. assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
  - 9.6.3. assessing whether Personal Data Breaches have been handled in accordance with these arrangements and the relevant legal framework.
- 9.7. The Parties/Controllers will provide reasonable assistance as is necessary to facilitate the conduct of any review in an efficient and expeditious manner.

## 10. Information Sharing

- 10.1. Case-by-case/individual disclosures of information are permitted under this Agreement and can take place between the Parties on a regular basis through existing routes as long as they comply with the Data Protection Law and the principles detailed in this Schedule.
- 10.2. Information will be exchanged between the Parties in a secure approved format, as approved by the relevant Parties. Each Party will ensure that any information they transmit to another Party will be marked with the appropriate security classification in accordance with the GSCS. The method of exchange will be in accordance with the standards and benchmarks relating to the security of that transfer and in accordance with any applicable provisions of the Data Protection Law and GSCS.
- 10.3. Each Party will have documented policies on the retention and destruction of shared information in accordance with the requirements of the Data Protection Law and HMG IAS and MOPI. Where specific information sharing activities are entered into by the Parties; the retention period shall be jointly decided.
- 10.4. Each Party will retain and securely destroy shared information according to their own internal retention/destruction program/schedule in line with the Data Protection Law and in accordance with HMG IAS and MOPI.
- 10.5. Each Party accepts that the information shared as a result of this Agreement may also be used to update their respective internal records. As Controller for its data, the receiving Party can disclose the information to third parties (this includes the sharing of information with external contractors or policing and criminal justice partners who are acting as Processors on behalf of a Chief Officer in their own right) subject to the following conditions being met:
  - 10.5.1. the Party wishing to make the onward disclosure must be satisfied that the information is only shared where it is necessary to carry out one of its own business functions and due regard must be had to any legal restrictions which may apply;
  - 10.5.2. the Party wishing to make onward disclosure must be satisfied that the information

is being shared lawfully and in accordance with any legal obligations that may apply, including those set out in the Data Protection Law;

- 10.5.3. the Party wishing to make the onward disclosure must be satisfied that adequate security arrangements are in place for the transmission of the data to the receiving third party and that the receiving third party has adequate security arrangements in place for the secure storage of the information, and
- 10.5.4. where necessary and proportionate, an appropriate and separate information sharing agreement should be put in place with the third party organisation setting out all of the above.

#### **Part 4 – Protection of Personal Data**

##### **11. Independent Controllers**

- 11.1. The Parties agree that the data arrangements under this Agreement as such each Chief Officer is the Competent Authority and each Competent Authority is a controller of the Personal Data shared pursuant to this Agreement in its own right (but there is no element of joint control over the same).
- 11.2. With respect to Personal Data provided by a Chief Officer to the Lead Chief Officer, each Chief Officer shall act as Controller but the Personal Data will not be under their joint control and each Chief Officer undertakes to comply with the applicable Data Protection Law in respect of their processing of such Personal Data as Controller.
- 11.3. The Lead Chief Officer will only process the Personal Data for another Controller in accordance with Annex 1 to this Schedule, the Controller's instructions and in compliance with the Lead Chief Officer's obligations as Processor under the Data Protection Law.
- 11.4. As independent controllers, the Lead Chief Officer and each Chief officer may also process the Personal Data for their own purposes outside of this Agreement where it is lawful to do so, and in compliance with its obligation under Data Protection Law.
- 11.5. Where a Chief Officer has provided Personal Data to the Lead Chief Officer in accordance with paragraph 11.1, the Lead Chief Officer will provide all such relevant documents and information relating to its data protection policies and procedures as the other Chief Officer may reasonably require.

##### **12. Protection of Personal Data**

- 12.1. Each of the Parties recognise and accept that the Personal Data includes:
  - 12.1.1. Sensitive Personal Data, Criminal Data, and Non-Sensitive Personal Data relating to offenders, suspected offenders and victims; and
  - 12.1.2. Non-Sensitive Personal Data relating to Police Officers involved in the investigation of alleged offences.
- 12.2. Each of the Parties acknowledge that any Processing of Personal Data undertaken by them is subject to:
  - 12.2.1. Part 3 of the DPA (and any relevant related schedule to the DPA), in respect of Law Enforcement Processing; or
  - 12.2.2. the UK GDPR and the remaining applicable parts and schedules of the DPA for any other Processing of the Personal Data.
- 12.3. Each of the Parties further consider that they are entitled to Process and Share the Personal Data fairly and lawfully, in furtherance of the Responsibilities and Strategic Aims as follows.
- 12.4. Law Enforcement Processing
  - 12.4.1. Personal Data (excluding Sensitive Personal Data)
    - 12.4.1.1. the Processing is necessary for Law Enforcement Purposes and that: -
      - (a) the Data Subject has consented to the Processing for that purpose; or

- (b) the Processing is necessary for the performance of a task carried out for that purpose by a Competent Authority (as defined in the DPA).

#### 12.4.2. Sensitive Personal Data

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

#### 12.5. Non Law Enforcement Purposes

##### 12.5.1. Personal Data (excluding Sensitive Personal Data)

- 12.5.1.1. Processing is necessary for compliance with a legal obligation to which the Disclosing Party is subject; and/or
- 12.5.1.2. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Disclosing Party, including under s.41 of the Digital Economy Act 2017.

##### 12.5.2. Sensitive Personal Data

- 12.5.2.1. one or more of the grounds set out in **paragraph 12.5.1**; and
- 12.5.2.2. where the Personal Data relates to the commission, alleged commission or conviction of any criminal offences relating to or involving a Data Subject, the sharing is undertaken for Law Enforcement Purposes, as prescribed by Part 3 of the DPA 2018; and/or
- 12.5.2.3. the Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the Data Subject; and
- 12.5.2.4. that the Processing is necessary for reasons of substantial public interest and for the exercise of a function conferred on a person by an enactment or rule of law or the administration of justice.

#### 12.6. Each of the Parties further agree that Lead Chief Officer may, where it believes that Personal

Data provided by two or more Parties indicates a link between two or more investigations or suspected offences, share the following information:

- 12.6.1. senior investigatory office and/or case officer's name;
  - 12.6.2. senior investigatory office and/or case officer's contact details;
  - 12.6.3. details of the investigating Party;
  - 12.6.4. case reference number or operation name;
- to any other of the Parties investigating suspected related cases.

12.7. Each of the Parties agree that it is individually responsible for any decision that it makes to disclose directly any further information relating to any investigations or suspected offences, to any of the other Parties, (save for the Lead Chief Officer where it is acting solely in capacity as the task force lead) lies solely with the Party(ies) undertaking the investigation or holding information relating to the suspected offence(s).

12.8. Responsibilities and Strategic Aims

12.8.1. The Parties accept that the Processing of Personal Data in furtherance of the Strategy are compatible with the purposes to which the Personal Data was processed in furtherance of the Responsibilities and Strategic Aims.

12.8.2. The Parties further accept that Lead Chief Officer may share Personal Data with third parties, where necessary and directed by the SIRO provided that such sharing is lawful in accordance with the Data Protection Law. Where such direction is made, Lead Chief Officer will, wherever possible, seek to share anonymised or depersonalised data, but the Parties recognise that in certain situations, this may impede or prevent the Processing of Personal Data in furtherance of the Responsibilities and Strategic Aims.

12.8.3. In the event that a request has been made to share Personal Data with a third party, Lead Chief Officer shall only comply with the request following the approval of its SIRO and provided that the sharing is lawful in accordance with Data Protection Law.

12.9. The Parties accept that:

12.9.1. the shared Personal Data shall be categorised and treated as Official Sensitive (High); and

12.9.2. any de-personalised or anonymised data derived from Personal Data, shall be categorised and treated as Official Sensitive (Low);

in accordance with the GSCS, and accordingly, the Parties shall comply with the respective data security and handling requirements imposed by compliance with the GSCS.

12.10. In the event that a Party has not adopted the GSCS, it shall agree with Lead Policing Body any information classification scheme to be applied by it to relevant Personal Data to ensure that any Personal Data shared by either Lead Policing Body or any other Party for the investigating and/or prosecuting Modern Slavery and Organised Immigration Crime offences are handled appropriately. The Parties confirm that any Personal Data will be retained in accordance with the Party's respective retention schedules.

12.11. Where the Lead Chief Officer receives a request by any Data Subject to exercise any of their rights under the Data Protection Law in relation to the Personal Data provided to it by any of the other Parties/Controllers pursuant to this Agreement:

12.11.1. the other Parties/Controllers shall provide any information and/or assistance as reasonably requested by the Lead Chief Officer to help it respond to the request or correspondence; or

12.11.2. where the request or correspondence is directed to any other Party/Controller and/or relates to any of the other Party/Controller's Processing of the Personal Data, the Lead

Chief Officer will:

- 12.11.2.1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Parties/Controllers that it has received the same and shall forward such request or correspondence to the other Parties/Controllers; and
- 12.11.2.2. provide any information and/or assistance as reasonably requested by the other Parties/Controllers(s) to help it respond to the request or correspondence in the timeframes specified by Data Protection Law.

## Annex 1 - Schedule 4

1. The contact details of the Controller(s) Data Protection Officer are: [DataProtectionAlliance@devonandcornwall.pnn.police.uk](mailto:DataProtectionAlliance@devonandcornwall.pnn.police.uk)
  
2. The staff employed by the following Chief Officers who are seconded to the Modern Slavery and Organised Immigration Crime Unit may process data for the Purpose:
  - 2.1 Chief Constable of Avon and Somerset Police
  - 2.2 Chief Constable of Bedfordshire Police
  - 2.3 Chief Constable of Cheshire Police
  - 2.4 Chief Constable of Essex Police
  - 2.5 Chief Constable of Hampshire Police
  - 2.6 Chief Constable of Humberside Police
  - 2.7 Chief Constable of Leicestershire Police
  - 2.8 Chief Constable of Merseyside
  - 2.9 Metropolitan Police Commissioner
  - 2.10 Chief Constable of Northumbria
  - 2.11 Chief Constable of South Wales Police
  - 2.12 Chief Constable of Sussex Police
  - 2.13 Chief Constable of Thames Valley Police
  - 2.14 Chief Constable of West Midlands Police
  - 2.15 Chief Constable of West Yorkshire Police

Description	Details																
Duration of the processing	The term of this Agreement and any period after the expiry or termination of this Agreement during which the processing of personal data by the Lead Chief Officer on behalf of the other Parties/Controllers shall be completed.																
Nature and Purpose of the processing	The nature of the processing is for law enforcement purposes, specifically to develop enhanced intelligence on Modern Slavery and Organised Immigration Crime and to take forward areas of national improvement in relation to Modern Slavery and Organised Immigration Crime.																
Type of Personal Data being Processed	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: top;">Data Subject:</td> <td>Senior Investigating Officers</td> </tr> <tr> <td style="vertical-align: top;">Personal Data:</td> <td>name of Senior Investigating Officer(s)</td> </tr> <tr> <td></td> <td>Telephone Number</td> </tr> <tr> <td></td> <td>Email Address</td> </tr> <tr> <td style="vertical-align: top;">Data Subject:</td> <td>Case Officer</td> </tr> <tr> <td></td> <td>name of Case Officer</td> </tr> <tr> <td></td> <td>Telephone Number</td> </tr> <tr> <td></td> <td>Email Address</td> </tr> </table>	Data Subject:	Senior Investigating Officers	Personal Data:	name of Senior Investigating Officer(s)		Telephone Number		Email Address	Data Subject:	Case Officer		name of Case Officer		Telephone Number		Email Address
Data Subject:	Senior Investigating Officers																
Personal Data:	name of Senior Investigating Officer(s)																
	Telephone Number																
	Email Address																
Data Subject:	Case Officer																
	name of Case Officer																
	Telephone Number																
	Email Address																

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

	<p>travel</p> <p>information about method of recruitment</p>
Categories of Data Subject	Senior Investigating Officers (employees of the Controllers), suspected perpetrators of modern slavery or organised immigration crime, and victims of modern slavery or organised immigration crime
Plan for return and destruction of the data once the processing is complete	The Personal Data will be retained for as long as it is required under the Agreement and then returned or destroyed at the option of the Controller in accordance with its own policies.



**Annex 2 - Schedule 4**

<b>SIRO</b>	Michael Stamp, Director of Legal Services Devon and Cornwall Police
<b>IT System</b>	NTFS file structure on a resilient Storage Area Network (SAN). Access to the data is secured by Active Directory security groups.

## SCHEDULE 5

### Identified Officers and Staff

#### including Centrally Funded Team and Resource Contribution

1. Centrally Funded Team

- 1.1. Each Police Service shall provide the officers and staff set out in the table below and agree that such officers and staff shall form the Centrally Funded Team.

<b>Position</b>	<b>Numbers (FTE)</b>	<b>Party employing staff/providing officer</b>	<b>Chief Officer with direction and control</b>	<b>Party responsible for discipline, performance, conduct, appraisal, line management and/or any formal disciplinary or other action</b>
Lead Chief Officer	1.0	Lead Policing Body		
Unit Commander	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Deputy Commander	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Programme Manager	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
National Policing Portfolio Coordinator	2.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Head of Operations	0.6	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
National Delivery Manager	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Senior Analyst	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MS & OIC Analyst	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MS & OIC Researcher	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Finance & Commissioning Officer	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Management Support Officer	3.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MSOIC Supervisor	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MSOIC Review & Guidance Specialist	2.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer

Finance MSOIC Development Specialist	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MSOIC Development Specialist	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
4P Development Officer	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
NRM Home Office Police Liaison Officer	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
MSOIC National Training and Development Specialist	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
National Delivery Manager	4.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Development Specialist	4.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
4P Development Specialist	6.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
Training Coordinator	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
OIC Safeguarding Lead	1.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer
OIC S&D Officer	2.0	Lead Policing Body	Lead Chief Officer	Lead Chief Officer

2. Resource Contribution (not forming part of Centrally Funded Team)

2.1. Each Police Service shall provide as part of their Resource Contribution the officers and staff set out in the table below.

2.2. The staff to be provided by a Party shall undertake one of the following roles:

- Regional Coordinators (“RC”);
- Organised Immigration Crime Support and Development Officers (“S&DT”)
- National Delivery Managers (“NDM”)

as indicated in the table below and each Party will make all reasonable endeavours to ensure that its staff fulfil the requirements of that role as described in **Annex 1 to this Schedule 5**.

2.3. The relevant Party shall be responsible for recruiting its staff to perform the RC and OO roles and for replacing any individual who leaves that role with a like for like replacement who is capable of and who shall have the necessary experience to undertake that role in accordance with the description set out in **Annex 1 to this Schedule 5**.

2.4. In the event of the long-term sickness of a nominated person within one of the roles (of more than twenty (20) Business Days), the relevant Party will be required to make an assessment of whether the individual will be able to return to work within forty (40) Business Days of the first day of sickness/absence (hereinafter referred to as “the defined period”) based on relevant medical assessment and evidence. The defined period may comprise of forty (40) contiguous Business Days or forty (40) non-contiguous Business Days for a related condition. Promptly after completion of the assessment, the relevant Party will inform the Lead Policing Body of the outcome. The relevant Party will consider and implement any reasonable

adjustments which are required in order for the individual to return to this role.

- 2.5. In the circumstances that the nominated person will be unable to return to work within the defined period, the relevant Party will be required to back fill the position with a suitably qualified alternative individual.
- 2.6. Should a post become vacant due to long term sickness and the relevant Party is unable to backfill this position, the Relevant Party and the Head of Unit shall be jointly responsible for deciding whether a replacement post holder should be recruited.

<b>Party employing staff/providing officer</b>	<b>Role Profile</b>	<b>Number s (FTE)</b>	<b>Position/Rank</b>	<b>Chief Officer with direction and control</b>	<b>Party responsible for discipline, performance, conduct, attendance, appraisal, line management and/or any formal disciplinary or other action</b>
Chief Constable Bedfordshire Police	RC	2.0	Eastern Regional Coordinator	Chief Constable Bedfordshire Police	Chief Constable Bedfordshire Police
Chief Constable Leicestershire Police	RC	1.0	East Midlands Regional Coordinator	Chief Constable Leicestershire Police	Chief Constable Leicestershire Police
Metropolitan Police Commissioner	RC	1.0	Metropolitan and City of London Coordinator	Metropolitan Police Commissioner	Metropolitan Police Commissioner
Chief Constable Northumbria Police	RC	1.0	North East Regional Coordinator	Chief Constable Northumbria Police	Chief Constable Northumbria Police
Chief Constable of Merseyside Police	RC	1.0	North West Regional Coordinator	Chief Constable of Merseyside Police	Chief Constable of Merseyside Police
Chief Constable Thames Valley Police	RC	1.0	South East Regional Coordinator	Chief Constable Thames Valley Police	Chief Constable Thames Valley Police
Chief Constable Avon and Somerset Police	RC	0.75	South West Regional Coordinator	Chief Constable Avon and Somerset Police	Chief Constable Avon and Somerset Police
Chief Constable South Wales Police	RC	1.0	Tarian (Wales) Regional Coordinator	Chief Constable South Wales Police	Chief Constable South Wales Police
Chief Constable West Midlands Police	RC	1.0	West Midlands Regional Coordinator	Chief Constable West Midlands Police	Chief Constable West Midlands Police
Chief Constable West Yorkshire Police	RC	1.0	Yorkshire and Humber Regional Coordinator	Chief Constable West Yorkshire Police	Chief Constable West Yorkshire Police

Chief Constable West Yorkshire Police	S&DT	1.0	OIC S&D Officer	Chief Constable West Yorkshire Police	Chief Constable West Yorkshire Police
Chief Constable Cheshire Police	S&DT	1.0	OIC S&D Officer	Chief Constable Cheshire Police	Chief Constable Cheshire Police
Chief Constable Sussex Police	S&DT	1.0	OIC S&D Officer	Chief Constable Sussex Police	Chief Constable Sussex Police
Chief Constable Essex Police	S&DT	1.0	OIC S&D Officer	Chief Constable Essex Police	Chief Constable Essex Police
Metropolitan Police Commissioner	S&DT	1.0	OIC S&D Officer	Metropolitan Police Commissioner	Metropolitan Police Commissioner
Chief Constable West Midlands Police	NDM	1.0	National Delivery Manager	Chief Constable West Midlands Police	Chief Constable West Midlands Police
Humberside	NDM	1.0	OIC S&D Officer	Chief Constable Humberside Police	Chief Constable Humberside Police

## Annex 1 – Schedule 5

### Role Profiles – Resource Contributions

#### 1. Role Profile - Modern Slavery and Organised Immigration Crime **Regional Coordinator** (Inspector or Police Staff equivalent)

##### Role Description

As part of the National Modern Slavery and Organised Migration Crime Programme (MSOMCP) to coordinate and improve the law enforcement response to Modern Slavery, Human Trafficking and Organised Immigration Crime. This will be achieved by driving activity through the provision of expertise, advice and support to police forces, law enforcement partners and ROCUs to increase the standard and coordination of investigations and subsequently the number of prosecutions, whilst delivering on any national requirements fed from the MSOMCP.

##### Principle Responsibilities

- Work with the other Modern Slavery and Organised Immigration Crime Regional Coordinators to drive the coordination of Level 1 and Level 2 operational activity across England and Wales at the direction of the DCI Head of Operations and the National Delivery Manager to ensure modern slavery investigations and intelligence and Organised Immigration crime that crosses regional boundaries are coordinated to maximise 4P opportunities.
- Provide specialist expertise in the investigation and prosecution of modern slavery act offences and Organised Immigration Crime. To work with force Modern Slavery Single Points of Contact (SPOCs), Senior Investigating Officers (SIOs) and investigators across its region, as one of a national team of 10 Modern Slavery and Organised Immigration Crime Regional Coordinators with a focus on improving investigations and increasing successful criminal justice outcomes.
- Act as a critical friend to investigators, unlocking networks of support or experience, to support investigators or forces who are struggling with an issue related to the identification, disruption or prevention of modern slavery, organised immigration crime and related matters.
- Ensure modern slavery investigations are shared with Europol and the National Crime Agency International Liaison Officers, and that potential leads identified by Europol reach local, force or regional tasking processes.
- Improve data collection and inform National and regional Strategic and tactical Governance groups in accordance with applicable Law and the terms of this Agreement.
- Support forces in the collection of Modern Slavery investigations via force direct data entry processes to Police National Database (PND) to enable police forces to share operational information to support the management of risk and coordination across law enforcement agencies.
- Drive the debriefing of investigations in the ROCU and forces to harvest lessons learnt to develop the evidence base for operational best practice, to include but not limited to: prevention measures, conducting effective investigations, achieving successful prosecutions and other criminal justice outcomes (such as Slavery and Trafficking Risk and Prevention Orders), confiscation/forfeiture of illicit profits and victim support through the criminal justice system.
- Work with forces to strengthen the Modern Slavery/Organised Immigration Crime strategic governance and oversight arrangements, identifying key stakeholders within police/partners operating across the region and build and support effective relationships with them to improve the response to Modern Slavery and Organised Immigration Crime.
- Identify opportunities for the development of partnership engagement to improve victim assessment, management and multi-agency support and improve knowledge and understanding of available support.
- Work with police forces to better identify the Modern Slavery and Organised Immigration

Crime threat across police force boundaries, identify trends early and assist the NCA, MSOMCP, regions and forces by highlighting the potential opportunities and best practice.

- As required represent as a Regional Modern Slavery and Organised Immigration Crime lead in relevant national and regional forums.
- Support the use of related training material packages and workshops to drive up the level of understanding of organised migration and immigration offences.

#### Experience and Qualifications

- Experience of investigating and managing crime in a multi-agency setting.
- Demonstrate effective management of risk, threat and harm.
- Experience of serious crime investigation.
- Demonstrate excellent communication, report writing and presentation skills, with experience in delivering to all levels of an organisation and being articulate and able to debate complex issues.
- Demonstrate a good understanding of intelligence and performance management processes and techniques.
- A knowledge of Modern Slavery and Organised Immigration Crime or experience of working within a serious and organised crime related area.
- Experience of working with partner agencies and/or utilising their data sets/ intelligence, developing and maintaining effective working relationships.

#### Other Matters

Although the role is principally 0800 — 1600 hours it requires flexibility with working hours. This is a regional post supporting a national team and it will require flexibility as well as frequent travel nationally.

## 2. Role Profile - S&DT Operational Officer (Sergeant)

### Role Description

As part of the Modern Slavery and Organised Immigration Crime Unit to facilitate national improvements in the understanding of the scale and nature of the Organised Immigration Crime (OIC) threat and to improve the quality and consistency of the police response to OIC across England & Wales. In particular with regards to facilitating operational activity and conducting OIC Peer Reviews in forces.

A team of National Delivery Officers will be established centrally to work on a regional basis managed and tasked by a National Delivery Manager

The post holder will be responsible for developing work regionally, working closely with colleagues in other forces and with law enforcement partners. The overarching aim will be to develop an uplift in awareness, knowledge, and performance in tackling OIC.

Although based locally the role will require travel on a regional basis and may involve work on initiatives that affect National Policing.

The role will sit under the direction of the Invigor Plus Delivery Manager to ensure the work developed regionally meets the overall objectives of the Programme

### Principle Responsibilities

- To engage with Police Forces across England & Wales (and ROCU, as required) to deliver against the Crime and Courts Act National tasking and the uplift in policing of Organised Immigration Crime. Work with forces to address the gaps identified in peer reviews. Help overcome silos within forces and at regional level, by embedding the enhancement plans across a range of departments. Provide regular reviews and benchmarking at a national level of progress.
- To undertake stakeholder engagement, establish processes and deliver the Invigor Plus OIC Police Operations strategy across law enforcement and partner agencies and particularly in relation to the 43 UK Forces and the ROCUs.
- Undertake peer reviews and assist the implementation of force enhancement plans.
- Provide a narrative about the demand on local and regional policing generated by responding to the OIC threat, identify ways for the Service to make the response more efficient and provide stronger benchmarking and assessment of progress/activity in OIC areas
- Responsible for reporting to the Invigor Plus National Delivery Manager on the progress of funded operational activity and peer reviews.
- Reviewing progress on tackling OIC against the parameters set out in the NCA Tasking;
- Utilising OIC Metrics to identify areas for support and improvement with reference to identified good practice;
- Raising awareness of OIC at all levels within forces via online and face to face sessions and briefings for front line staff and senior leaders;
- Support national improvements in the understanding of the scale and nature of OIC and seek to improve the quality and consistency of the police response to it across England & Wales.
- Work with ROCU Regional Coordinators to strengthen approaches and share good practice across English & Welsh Forces;
- Work with other parts of the MSOICU to strengthen our understanding of the scale and nature of OIC and its links to modern slavery to identify what works best in preventing it;
- Liaise with other NPCC portfolios and external partners (for example, Border Force, Immigration Enforcement and the NCA);

#### Experience and Qualifications

- Demonstrable knowledge and experience of working effectively with a range of partners and other agencies to deliver preventative and problem-solving activity
- Awareness of Organised Immigration Crime and Immigration policy, or experience of working within a serious and organised crime area
- Ability to chair meetings, manage and participate in meetings and Task & Finish groups.
- Experience in identifying, developing, and promoting good practice.
- Excellent communication skills including proven ability to produce clear and concise reports and briefings
- Ability to work remotely, across force and regional boundaries
- Demonstrate an understanding of the national intelligence model
- Proven ability to plan and manage operational activity

#### Other Requirements

Although the role is principally 0800 — 1600 hours it requires flexibility with working hours. Some weekend working may be required in response to intelligence on clandestine activity. This is a locally based post supporting a regional approach and it will require flexibility as well as frequent



travel.

### 3. Role Profile – National Delivery Manager (NDM)

#### Role Description

As part of the Modern Slavery and Organised Immigration Crime Unit to lead national improvements in the understanding of the scale and nature of the Modern Slavery and OIC threat and to improve the quality and consistency of the police response to Modern Slavery and OIC across England & Wales.

#### Principle Responsibilities

- To lead the engagement with Police Forces across England & Wales (and ROCU, as required) to deliver against the Crime and Courts Act National tasking and the uplift in policing of Organised Immigration Crime. Work with forces to address the gaps identified in peer reviews. Help overcome silos within forces and at regional level, by embedding the action plans across a range of departments. Provide regular reviews and benchmarking at a national level of progress.
- To undertake stakeholder engagement and deliver the communications strategy of the capability lead across law enforcement and partner agencies and particularly in relation to the 43 UK Forces and the ROCUs and to gain feedback on ideas, buy-in on changes and deliver benefits,
- Coordinate the commissioning, tasking, delivery and reporting processes for the OIC Support and Development Team and represent the programme at Regional meetings and national meetings/events as required.
- Quality assure, collate and track all reporting produced by the OIC Support and Development Team. Overseeing peer reviews, and force enhancement plans.
- Provide a narrative about the demand on local and regional policing generated by responding to the OIC threat, identify ways for the service to make the response more efficient and provide stronger benchmarking and assessment of progress/activity in OIC areas.

#### Experience and Qualifications

- A knowledge of the threat the UK faces from Modern Slavery (MS portfolio) and OIC related activity (OIC portfolio) and of the Modern Slavery and OIC network at an operational or regional level, with some knowledge of the operational framework of collaborating agencies.
- Understanding of government strategy and policies and how they affect the policing of Modern Slavery and OIC.
- Experience of managing strategic stakeholders across a complex multi-agency landscape
- Experience of working in a high-pressure environment, producing results within time critical deadlines.
- Experience of developing and maintaining effective working relationships
- Experience of investigating and managing crime in a multi-agency setting and an understanding of operational policing processes, policy and APP
- Demonstrate effective management of risk, threat and harm.
- Demonstrate excellent communication, report writing and presentation skills, with experience in delivering to all levels of an organisation and being articulate and able to debate complex issues.
- Proven ability of chairing, managing and participating in meetings with senior stakeholders.

**SCHEDULE 6**  
**Dispute Resolution Procedure**

**1. DISPUTE RESOLUTION**

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

SIGNATORIES

AS WITNESS the hands of the duly authorised representatives of the Chief Officers and the Policing Bodies on the date stated at the beginning of this Agreement.

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