COLLABORATION AGREEMENT
IN RELATION TO THE SOUTH EAST & EASTERN REGION POLICE INSURANCE CONSORTIUM ('SEERPIC')

THIS AGREEMENT is made on **2021**

Between

The following Chief Officers (‘Chief Constables’)

The Chief Constable of Bedfordshire Police
The Chief Constable of Essex Police
The Chief Constable of Hertfordshire Constabulary
The Chief Constable of Kent Police
The Chief Constable of Norfolk Constabulary
The Chief Constable of Suffolk Constabulary
The Chief Constable of Surrey Police
The Chief Constable of Sussex Police
The Chief Constable of the Thames Valley Police

And the following Policing bodies (‘Policing Bodies’)

The Police and Crime Commissioner for Cambridgeshire
The Police, Fire and Crime Commissioner for Essex
The Police and Crime Commissioner for Hertfordshire
The Police and Crime Commissioner for Kent
The Police and Crime Commissioner for Norfolk
The Police and Crime Commissioner for Suffolk
The Police and Crime Commissioner for Surrey
The Police and Crime Commissioner for Sussex
The Police and Crime Commissioner for Thames Valley

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1. INTRODUCTION

1.1 This Agreement is made between the Chief Constables of Bedfordshire Police, Cambridgeshire Constabulary, Essex Police, Hertfordshire Constabulary, Kent Police, Norfolk Constabulary, Suffolk Constabulary, Surrey Police, Sussex Police and Thames Valley Police ('Chief Constables') and the Policing Bodies for Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk, Suffolk, Surrey, Sussex and Thames Valley ('Policing Bodies'), jointly known as 'the Consortium Members'.

1.2 The Chief Constables and the Policing Bodies wish to enter into a collaboration agreement pursuant to section 22A of the Police Act 1996, as amended, for the provision of an Insurance Consortium to be known as the South East & Eastern Region Police Insurance Consortium ('SEERPIC'). The purpose of the Consortium will be to enable optimum risk financing arrangements arising from the exploitation of the knowledge, experience and joint purchasing power of the Consortium Members to their mutual benefit through the:

1.2.1 joint procurement of insurance products and related services
1.2.2 alignment of risk financing programmes and service standards
1.2.3 attainment of high quality and bespoke services from suppliers
1.2.4 contribution of resources to support the activities of SEERPIC
1.2.5 sharing of information and best practice.
1.2.6 strategic review of the options/models for risk financing

1.3 This Agreement sets out the arrangements for the discharge of the Chief Constables' and the Policing Bodies' functions under this collaboration.

1.4 The Consortium Members consider that collaboration in risk financing would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Consortium Members hereby agree to exercise their collaboration functions so as to give effect to this Agreement. In particular:

1.4.1. the Policing Bodies agree that they shall provide the financial resources, facilities and support to SEERPIC as shall be reasonably required in accordance with the terms and conditions of this Agreement; and

1.4.2. the Chief Constables agree that they should collaborate in SEERPIC and that they shall provide the staff, equipment and support necessary to give effect to this Agreement.

1.5 This Agreement sets out the legal and governance framework for the South East and Eastern Region Police Insurance Consortium ('SEERPIC').

1.6 Each Consortium Member shall comply with applicable Law in its performance of its obligations under this Agreement.

1.7 This Agreement supersedes the previous Consortium Management Agreements agreed between the Consortium Members ('the Previous SEERPIC Agreements').

2. DEFINITIONS AND CONSTRUCTION OF TERMS

2.1 DEFINITIONS

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

"Accession Agreement"	means an agreement substantially in the form set out in Part 1 of Schedule 3 (Accession Agreement);
"Agreed Cost Proportions"	means the basis upon which all costs and savings relating to or arising from the Agreement are apportioned between the Consortium Members as set out in Clause 21 hereof;
"Authorised Representative"	means a person duly authorised by the relevant Consortium Member to represent that Consortium Member on the SEERPIC Board;
"Board Chair"	means the Authorised Representative who has been elected to sit as chair of the SEERPIC Board for the time being;
"Chief Constables"	means the Chief Constables of each of the Forces and references to "Chief Constable" shall mean any one of the Chief Constables;
"Commencement Date"	means the date of this Agreement;
"Confidential Information"	means all information of a confidential nature disclosed (whether in writing, verbally, or by any other means, whether directly or indirectly) by a Consortium Member to one or more other Consortium Members pursuant to this Agreement;
"Consortium Member"	means the Policing Bodies and the Chief Constable for a Force and "Consortium Members" shall be interpreted accordingly;
"Controller"	has the meaning as set out in the EU General Data Protection

	Regulations;
"Data Protection Legislation" –	the Data Protection Act 2018, the UK General Data Protection Regulation (EU Regulation 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (withdrawal) Act 2018) , the Regulation of Investigatory Powers Act 2000, the telecommunications Lawful Business Practice, Interception of Communications Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (S12426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy including, where applicable, guidance and codes of practice issued by the Information Commissioner;
"Exit Date"	means the date on which a Consortium Member shall be deemed to have withdrawn from the SEERPIC;
"Financial Year"	means a period from 1 April in one year to 31 March in the subsequent year;
"Forces"	shall include the following: Bedfordshire Police, Cambridgeshire Constabulary, Essex Police, Hertfordshire Constabulary, Kent Police, Norfolk Constabulary, Suffolk Constabulary, Surrey Police, Sussex Police, and Thames Valley Police. and references to "Force" shall mean any one of the Forces.
"Full Consortium Member"	Means any Consortium Member that has not elected to participate as an Observer Consortium Member;
"Lead Authority"	means a Consortium Member appointed or endorsed as required by the SEERPIC Board to manage the delivery of one or more SEERPIC Contract or SEERPIC Project;

“ Long Term Agreement or LTA”	Means an agreement offered by the insurer at the start of an insurance contract, which provides the insured with a discounted premium in return for committing to renew with that insurer for a fixed number of years (most commonly three years). A Long Term Agreement is legally binding on both parties.
“Losses”	means any damages, liabilities, awards, costs, charges, losses and expenses;
“Nominated Representative”	means a person duly authorised by the relevant Consortium Member to represent that Consortium Member on the SEERPIC Insurance Group;
“Observer Consortium members”	means those Consortium Members which have elected not to fully participate in the SEERPIC and have surrendered certain rights under this Agreement accordingly;
“Police Act”	means the Police Act 1996 as amended;
“Policing Bodies”	means any policing body whose functions are set out in Section 1 of the Police Reform and Social Responsibility Act 2011, as amended, and shall include for the purposes of this Agreement: The Bedfordshire Police and Crime Commissioner The Cambridgeshire Police and Crime Commissioner The Essex Police, Fire and Crime Commissioner The Hertfordshire Police and Crime Commissioner The Kent Police and Crime Commissioner The Norfolk Police and Crime Commissioner The Suffolk Police and Crime Commissioner The Surrey Police and Crime Commissioner The Sussex Police and Crime Commissioner, and The Thames Valley Police and Crime Commissioner
“PRSA”	means the Police Reform and Social Responsibility Act 2011 as amended;
“Secretary”	means the Nominated Representative who has been elected to act as the secretary of the SEERPIC Insurance Group for the time being;

“SEERPIC Board”	means the body responsible for governing the activities of the SEERPIC;
“SEERPIC Insurance Group”	means the body responsible for delivering the insurance activities of SEERPIC;
“SEERPIC Contract”	means any joint procurement exercise which is to be carried out or any contract which is to be entered into on behalf of the Full Consortium Members and which is formally tasked or endorsed as such by the SEERPIC Board;
“SEERPIC Professional Insurance Lead”	Means the representative appointed to act as conduit between Insurance practitioners and the SEERPIC Board, acting as permanent Group Chair, and ensure the sharing of information across the forces;
“SEERPIC Project”	means any joint activity other than a SEERPIC Contract which is to be carried out on behalf of the Consortium Members and which is formally tasked or endorsed by the SEERPIC Board;
"Variation Agreement"	means an agreement substantially in the form set out in Part 2 of Schedule 3 (Variation Agreement);
“Vice Chair of the Board”	means the Authorised Representative who has been elected to sit as vice-chair of the SEERPIC Board for the time being;
“Vice Chair of the Group”	means the Nominated Representative who has been elected to sit as vice-chair of the SEERPIC Insurance Group for the time being.

2.2 CONSTRUCTION OF TERMS

In this Agreement unless otherwise specified:

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 Consortium Members 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.

3. LEGAL FRAMEWORK

3.1 The Policing Bodies have a statutory duty to ensure an efficient and effective police service and to hold the Chief Constable for their area to account on behalf of the public.

3.2 The Chief Constables are responsible for the operational delivery of policing services in their respective Force's area and are independently responsible for all operational matters concerning their force. Force's officers and staff are under the direction and control of their Chief Constable.

3.3 Sections 22A and s23 Police Act 1996 (as amended) ("The Act") enable the Chief Officers of one or more police forces and two or more policing bodies to make an Agreement relating to:

3.3.1 the discharge of functions of the members of the Chief Officer's forces ("force collaboration provision") and for such other provision as shall be referred to in this agreement. "Functions" comprise all and any of the powers and duties of police forces, and/or

3.3.2 the provision about support by a policing body for the police force which another policing body is responsible for maintaining ("policing body and force

collaboration provision"). "Support" includes the provision of premises, equipment, staff, services and facilities.

Provided that :

3.3.3 the Chief Officers think that such an agreement is in the interests of the efficiency or effectiveness of one or more police forces, and

3.3.4 the policing bodies think that the agreement is in the interests of the efficiency and effectiveness of one of or more policing bodies or police forces

3.4 For the purposes of the above, this agreement includes both force collaboration provision and policing body and force collaboration provision.

3.5 The terms of this general agreement are to be read in conjunction with the legislation and the Statutory Guidance on Police Collaboration.

3.6 The Police Reform and Social Responsibility Act 2011 places a duty on Policing Bodies and Chief Constables to keep opportunities to collaborate under review and to collaborate if it is in the interests of the efficiency or effectiveness of their own or another police force.

3.7 This document provides the detailed framework within which risk financing arrangements may be made collaboratively across the area covered by the Forces and for which the Chief Constables have policing responsibility.

3.8 The Consortium Members consider that the provision of the SEERPIC function will secure good value for money in accordance with the duty under s35 Police Reform and Social Responsibility Act 2011, (in particular a collaborated function will result in a reduction in duplication in roles and resources) and will satisfy the principles set out in HMT's Managing Public Money guidance encapsulated in Annex B of the Financial Management Code of Practice for the Police Service of England and Wales pursuant to section 39A(5) of the Police Act 1996 (as amended) and section 17(6) of the Police Reform and Social Responsibility Act 2011.

4. COMMENCEMENT DATES/ DURATION OF AGREEMENT

4.1 This Agreement and the rights and obligations of the Consortium Members shall take effect on the Commencement Date and shall remain in force unless terminated in accordance with clause 8 hereof.

4.2 The commencement date will be the date of the last signature of the Consortium Members.

5. REVIEW

5.1 This Agreement (and any supporting documents) and the activity undertaken by the Board, Insurance Group, Working Groups and Lead Authorities, shall be reviewed by the Board on the first (1st) anniversary of the Commencement Date (the 'Initial Review') and thereafter at intervals of not more than one (1) year ('Annual Review').

5.2 The purpose of the Initial Review and thereafter the Annual Review will be to consider the activity of the Board, Insurance Group, Working Groups and Lead Authorities and to ensure that the arrangements detailed within this Agreement continue to be relevant, up to date with any associated legislation and continue to support the aims and objectives of SEERPIC in a manner that is both efficient and effective. The Reviews will also support the Consortium Members to meet the duty referred to in clause 3.6 of this Agreement.

5.3 Following a Review, where any amendments to this agreement are recommended or required, they will be referred to the SEERPIC Board for consideration and agreement.

5.4 The Board Chair will be responsible for:

5.4.1 Commissioning an annual performance report from the SEERPIC Professional Insurance Lead ('PIL'), following the Initial Review or the Annual Review (as appropriate). The report to be completed and circulated to the Consortium Members within 30 days of the Review; and

5.4.2 Agreeing and implementing any agreed amendments to this Agreement arising as a result of a Review.

6. AMENDMENT TO AGREEMENT

6.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23 G(4) of the Police Act, this Agreement may be amended by agreement between all Consortium Members.

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6.2 Amendments to this Agreement will only be effective where recorded in writing and signed by all the Consortium Members (save for any Accession Agreements, Variation Agreements or Retirement Agreements executed in accordance with the terms of this Agreement).

7. AUDIT AND INSPECTION

7.1 Without prejudice to the operational independence of the Chief Constables and subject to the disclosure and security of information being managed on a 'need to know' basis:

7.1.1 An internal audit / inspection can be commissioned by any of the Consortium Members and any findings will be shared, with the Consortium Members.

7.1.2 Records maintained by all Consortium Members in respect of SEERPIC will be accessible to internal audit from the other Consortium Members.

7.2 SEERPIC may also be subject to external audit/inspection, for instance by HMICFRS. The Board Chair will ensure that any findings are shared with the Consortium Members and that appropriate action planning takes place.

7.3 Costs relating to internal audit will be shared in accordance with Section 21.1.

8. TERMINATION & WITHDRAWAL

8.1 Any two (2) or more Full Consortium Members, acting jointly, may put a motion to the Board Chair seeking the termination of this Agreement and the dissolution of the SEERPIC ('Termination Motion').

8.2 Upon receiving a Termination Motion, the Board Chair shall, within one (1) month of receipt, prepare, commission and circulate a report detailing the financial and legal implications of such termination and dissolution ('the Termination Report').

8.3 The Board Chair shall share the Termination Report with all Full Consortium Members which shall trigger a twelve (12) week consultation period ('the Consultation'), commencing on the date the Termination Report is sent to all Full Consortium Members, during which Full Consortium Members may submit their views in writing to the Board Chair to inform a debate by the SEERPIC Board.

8.4 The SEERPIC Board shall debate and vote on the Termination Motion at the next SEERPIC Board meeting following the end of the Consultation. Unanimous agreement of all Full Consortium Members shall be required in order for the Termination Motion to succeed.

8.5 Any Consortium Member may terminate their participation in the SEERPIC under this Agreement by giving written notice of their intention to terminate ("Unilateral Withdrawal Notice") to the Board Chair.

8.6 A Unilateral Withdrawal Notice served in accordance with Clause 8.5 must give at least twelve (12) months' notice.

8.7 No Consortium Member shall be permitted to serve a Unilateral Withdrawal Notice prior to the end of the first year anniversary of this agreement.

8.8 In the event that a Consortium Member commits a material breach of this Agreement ("the Defaulting Member") and all attempts at dispute resolution under Clause 29 have been exhausted, the SEERPIC Board may (acting unanimously, excluding the Defaulting Member) resolve to terminate the Defaulting Member's participation in the SEERPIC ('a Default Resolution').

8.9 Where a Default Resolution has been passed, the Board Chair shall notify the Defaulting Member in writing that their participation in the SEERPIC is being terminated ('Default Termination Notice').

8.10 The Default Termination Notice shall take effect twelve (12) months after it is served by the Board Chair.

9. CONSEQUENCES OF TERMINATION & WITHDRAWAL

9.1 Where this Agreement is terminated following a successful Termination Motion, all Consortium Members shall continue to fully participate (to the extent required by their level of membership) for a further minimum of twelve 12 months to facilitate the dissolution of SEERPIC.

9.2 Upon dissolution of SEERPIC and the termination of this Agreement, all Full Consortium Members shall continue to participate in and meet the obligations of existing SEERPIC Contracts until the expiry of the last of SEERPIC Contract, participation will be limited to the extent necessary to ensure the delivery of the obligations in the SEERPIC Contracts and any LTA.

9.3 Where any Consortium Member seeks to withdraw from participation in SEERPIC under this Agreement pursuant to Clause 8.5 hereof, the Exit Date shall be date that the period of notice expires. Where notice is given, the exit strategy will be agreed with the Board and the Consortium Member within 2 months of the notice being given.

9.4 A Consortium Member who withdraws from participation in the SEERPIC under this Agreement shall remain liable to:

9.4.1 discharge their share of any contractual obligations entered into as part of this Agreement prior to the service of the Unilateral Withdrawal Notice; for the

avoidance of doubt this shall mean continuing to participate in and meet the obligations of existing contracts until the contract period or LTA expires, even where this obligation continues beyond the Exit Date; and

9.4.2 fulfil all other obligations due from them to other Consortium Members in respect of this Agreement prior to and during the notice period. Where such obligations exist, the ex-Member will still have rights accorded to a Member as outlined in this document in respect of the ongoing obligations only.

9.5 A Consortium Member who terminates their participation in SEERPIC under this Agreement shall be liable for all reasonable costs and liabilities associated with their withdrawal.

9.6 A Consortium Member who terminates their participation in SEERPIC shall not terminate an insurance contract procured via SEERPIC, where such termination would be considered a breach of the Long Term Agreement ('LTA') with the Insurer, unless otherwise agreed by the SEERPIC Board.

9.7 A Consortium Member who terminates their participation in SEERPIC, during the period of notice, will not be obliged to participate in a renewal process, or award of a new contract.

9.8 The Consortium Members shall at all times act in good faith and provide each other with all reasonable assistance to facilitate the withdrawal of any one or all Consortium Member(s) from the SEERPIC in accordance with the terms of this Agreement.

10. SEERPIC MEMBERSHIP

10.1 A Consortium Member shall participate in the SEEPRIC as an Observer Consortium Member where written notification of this intention has been given to the Existing Board Chair prior to the Commencement Date.

10.2 For the avoidance of doubt, Observer Consortium Members:

10.2.1 may participate in any SEERPIC Project but shall not be required to do so;

10.2.2 may **not** participate in any SEERPIC Contract;

10.2.3 shall have no voting rights in relation to any SEERPIC Contract;

10.3 A Consortium Member may seek to change their status after the Commencement Date by giving two (2) months written notification to the Board Chair PROVIDED THAT:

10.3.1 where the Consortium Member is changing from an Observer Consortium Member to a Full Consortium Member, all outstanding obligations under any contracts entered into prior to changing status are honoured;

10.3.2 where the Consortium Member is changing from a Full Consortium Member to an Observer Consortium Member, all outstanding obligations under any SEERPIC Contracts entered into prior to changing status are honoured; and

10.3.3 the Board may decline to agree the change from Full to Observer membership where the Board considers that the number of Full members remaining would be insufficient for SEERPIC to operate effectively.

10.4 Further Chief Constables and/or Policing Bodies ('the Applicant') may be added to SEERPIC as either an Observer Consortium Member or a Full Consortium Member following a unanimous resolution of the SEERPIC Board.

10.5 An application to join SEERPIC shall be submitted in writing to the Board Chair and shall be determined by the SEERPIC Board within two (2) months of receipt;

10.6 The Applicant shall only be permitted to join SEERPIC where all outstanding obligations under any contract entered into prior to joining SEERPIC are honoured.

10.7 The Board Chair shall advise the Applicant of the SEERPIC Board's decision as soon as practicable thereafter.

10.8 The SEERPIC Board shall ensure that:

10.8.1 any new Consortium Members execute an Accession Agreement in substantially the form contained in Part 1 of Schedule 3 to confirm that they have become a Consortium Member and agree to comply with, and be bound by, the terms of this Agreement from the date of the Accession Agreement;

10.8.2 any Consortium Member wishing to change its membership status enters into a Variation Agreement in substantially the form contained in Part 2 of Schedule 3 to confirm that it has changed its membership of SEERPIC from the date of the Variation Agreement; and

10.8.3 any Consortium Member wishing to withdraw from SEERPIC signs and executes the Retirement Agreement in substantially the form contained in Part 3 of Schedule 3 to confirm that it shall withdraw from the SEERPIC from the date of the Retirement Agreement.

11. MEMBERSHIP OBLIGATIONS

11.1 Full Consortium Members commit to:

11.1.1 attendance at the SEERPIC Board meetings by their Authorised Representative (or delegate where appropriate);

11.1.2 attendance at the SEERPIC Insurance Group meetings by their Nominated Representative (or delegate where appropriate);

11.1.3 sharing information and best practice with all Consortium Members;

11.1.4 actively supporting the objectives of SEERPIC;

11.1.5 save for the contracts which are expressly stated as optional, participating in all SEERPIC Contracts as soon as it is legal and practicable for it to do so;

11.1.6 seeking their own advice on how they should join the SEERPIC Contracts;

11.1.7 sharing all reasonable costs incurred in undertaking any SEERPIC Contract, SEERPIC Project or agreed SEERPIC collaborative resources in line with the Agreed Cost Proportions;

11.1.8 providing resource to support any SEERPIC Contract or SEERPIC Project on a fair and equitable basis; and

11.1.9 providing legal and other specialist support where it acts as a Lead Authority.

11.2 Observer Consortium Members commit to:

11.2.1 attendance by their Nominated Representative at the SEERPIC Insurance Group meetings;

11.2.2 sharing information and best practice with all Consortium Members;

11.2.3 contributing to the cost of consultancy and services procured to support the administration of the SEERPIC; and

11.2.4 sharing all reasonable costs incurred in undertaking any SEERPIC Project that they participate in, in accordance with the Agreed Costs Proportions.

11.3 Those Consortium Members which have elected to participate in SEERPIC as an Observer Consortium Member are set out in Schedule 1.

11.4 Those Consortium Members which are signed up to SEERPIC as a Full Member are set out in Schedule 2.

12. GOVERNANCE

12.1 The Chief Constables and the Policing Bodies hereby agree that the SEERPIC Board shall be responsible for:

12.1.1 the governance of SEERPIC;

12.1.2 approving the Strategy for SEERPIC;

12.1.3 monitoring, from a governance and operational perspective, the effectiveness and efficiency of SEERPIC and considering ways in which the functions of SEERPIC could be exercised to improve the effectiveness and efficiency of the Police Services;

12.1.4 budget management for SEERPIC (where applicable) and any applicable Financial decision-making subject to any exceptions set out in this Agreement;

12.1.5 reviewing this Agreement for the purpose of maintaining a legal framework in which SEERPIC 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 Consortium Members;

12.1.6 carrying out any of their other obligations set out in this Agreement.

13. SEERPIC BOARD

13.1 The Consortium Members agree that there shall be a SEERPIC Board that shall consist of one (1) Authorised Representative from each Full Consortium Member.

13.2 The Authorised Representative appointed by the Full Consortium Member must be an employee or police officer of either the relevant Policing Body or the Chief Constable.

13.3 Each Full Consortium Member shall confirm their Authorised Representative in writing to the Existing Board Chair as soon as possible after the Commencement Date and in any event before the first SEERPIC Board meeting.

13.4 Each Full Consortium Member shall also notify any changes to the person designated as Authorised Representative made thereafter to the Board Chair.

13.5 Full Consortium Members may send a delegate nominated by the Authorised Representative ('Board Delegate') to SEERPIC Board meetings and that Board Delegate shall be assumed to have the same mandate as the Authorised Representative.

13.6 Full Consortium Members may send more than one person to SEERPIC Board meetings but only the Authorised Representative (or their Board Delegate if attending on behalf of the Authorised Representative) may vote.

13.7 Observer Consortium Members may send a representative to attend and participate at SEERPIC Board Meetings, but shall have no voting rights at these meetings

13.8 At the first meeting of the SEERPIC Board, the Board Chair and Vice Chair of the Board shall be appointed by a majority vote.

13.9 The Board Chair shall:

13.9.1 be from a Full Consortium Member;

13.9.2 be appointed by a simple majority vote of the SEERPIC Board; and

13.9.3 hold tenure for a period of three (3) years.

13.10 The Board Chair may be reappointed by the SEERPIC Board at the end of his or her tenure, for a maximum of 1 additional year (i.e. 4 years in total)

13.11 The Vice-Chair of the Board shall also be appointed and shall hold office on the same basis as set out in clauses 13.6 and 13.7 hereof.

13.12 A new Board Chair and Vice-Chair of the Board shall be appointed following the end of the existing Board Chair's tenure, at the next meeting of the SEERPIC Board in accordance with Clause 13.6.

14. SEERPIC INSURANCE GROUP

14.1 The Consortium Members agree that there shall be a SEERPIC Insurance Group that shall consist of one (1) Nominated Representative from each Consortium Member and the SEERPIC Professional Insurance Lead ('PIL').

14.2 The SEERPIC Insurance Group will report into the SEERPIC BOARD.

14.3 Consortium Members may send a delegate nominated by the Nominated Representative ('Group Delegate') to the SEERPIC Insurance Group meetings and that Group Delegate shall be assumed to have the same mandate as the Nominated Representative.

14.4 Consortium Members may send more than one person to the SEERPIC Insurance Group meetings but only the Nominated Representative (or their Group Delegate if attending on behalf of the Nominated Representative) may vote.

14.5 The PIL will be the Chair of the SEERPIC Insurance Group.

14.6 The Group Vice-Chair shall:

14.6.1 be from a Full Consortium Member;

14.6.2 be any Full Consortium Member on a fair and equitable basis;

14.6.3 be appointed by the SEERPIC Insurance Group.

14.7 A Secretary of the Group shall also be appointed and shall hold office on the same basis as set out in clause 14.6.

14.8 Volunteers for the posts of Vice- Chair of the Group and Secretary shall be sought six (6) months prior to the end of the existing Group Vice-Chair or Secretary's tenure. If there are no volunteers, the SEERPIC Board shall nominate a Consortium Member which shall be required to fill the posts.

15. PROFESSIONAL INSURANCE LEAD

15.1 The PIL will be appointed by the SEERPIC Board.

15.2 The PIL will be employed by a Consortium Member acting as Lead Force for this purpose.

15.3 The Employing Lead Force will be responsible for all employment terms and conditions of the PIL. All salary and on costs associated with the employment of the PIL will be shared equally by all Consortium Members (for the avoidance of doubt this will include any redundancy costs accrued solely in the period when employed by the Employing Lead Force and will not include any accrued entitlement arising from prior employment with a Consortium Member or third party who will remain liable for the same.

15.4 The PIL will be under the day to day direction and control of the Board Chair.

15.5 The Professional Insurance Lead will report and be accountable to the SEERPIC Board.

16. LEAD AUTHORITY

16.1 Where required and agreed by the SEERPIC Board or SEERPIC Insurance Group, a Lead Consortium Member may be appointed, with their agreement, to undertake a particular function on behalf of the SEERPIC Board or SEERPIC Insurance Group.

16.2 The Lead Authority will report and be accountable to the SEERPIC Board or SEERPIC Insurance Group (as agreed) for that function.

16.3 A Lead Authority who employs staff on behalf of the Board will re-charge the direct costs arising from the employment. The Consortium Members will share employment costs equally.

16.4 A Lead Authority will use its own resources and support services to undertake the function.

16.5 Subject to clauses 16.3 and 21.1 of this Agreement, the Lead Authority will not re-charge for costs incurred in carrying out the Lead Authority role.

17. WORKING GROUPS

17.1 Working groups may be set up by the SEERPIC Insurance Group ('Working Group') to support delivery of any SEERPIC Project or SEERPIC Contract which shall:

17.1.1 consist of at least three (3) Consortium Members but no more than fifty percent (50%) of the membership of the SEERPIC; if there are no volunteers then the Professional Lead shall appoint members on a fair and equitable basis with the support of the Board

17.1.2 agree a Full Consortium Member to act as Lead Authority for the SEERPIC Project or SEERPIC Contract ; and

17.1.3 have the mandate to make recommendations to the SEERPIC Insurance Group.

17.2 Working Groups will report in and be accountable to the SEERPIC Insurance Group.

18. ROLES AND RESPONSIBILITIES

18.1 **THE SEERPIC BOARD** - the role of the SEERPIC Board is to:

18.1.1 set the strategic objectives of SEERPIC including but not limited to; sourcing the best option for insurance for SEERPIC, the collaboration of the Consortium Members and the unified way of working, including but not limited to the investigation of alternative methods of insuring, self-insuring, and risk management;

18.1.2 monitor the effectiveness and value of SEERPIC and its activities;

18.1.3 authorise and procure any additional external advice;

18.1.4 commission and approve the procurement lead force(s) for each contract renewal, and approve the procurement process;

18.1.5 approve the tender award for any SEERPIC Contracts;

18.1.6 commission or endorse and approve SEERPIC Projects tasked to or initiated by the SEERPIC Insurance Group;

18.1.7 consider matters referred from the SEERPIC Insurance Group where it was not possible for the SEERPIC Insurance Group to secure agreement in accordance with the requirements of clause 20.2; and

18.1.8 Authorise and agree the employment/appointment, as required, of such staff as may be required to undertake roles within SEERPIC.

18.2 **SEERPIC INSURANCE GROUP** – the SEERPIC Insurance Group shall be under the direction of the SEERPIC Board and the leadership of the PIL, its role is to:

18.2.1 be the professional risk financing and insurance resource for the SEERPIC Board;

18.2.2 deliver any SEERPIC Contracts or SEERPIC Projects tasked or endorsed by the SEERPIC Board;

18.2.3 set up working groups to progress any SEERPIC Contracts or SEERPIC Projects;

18.2.4 monitor service delivery on key SEERPIC Contracts;

18.2.5 identify risks and opportunities to support the strategic objectives of SEERPIC;

18.2.6 the Professional lead shall have the authority to authorise documentation on behalf of an Insurance Officer in the event that Officer is unavailable and there are no foreseeable issues with said documentation.

18.3 **BOARD CHAIR** – the roll of the Board Chair is to:

18.3.1 organise SEERPIC Board meetings and provide administrative support for those meetings;

18.3.2 notify material risks and opportunities to the SEERPIC Board;

18.3.3 be the final escalation point for SEERPIC contractual issues;

18.3.4 represent the SEERPIC Board at external presentations and meetings;

18.3.5 maintain an up-to-date list of SEERPIC membership making clear which Consortium Members have elected to participate as an Observer Consortium Member;

18.3.6 undertake such other roles as are specified in this Agreement; and

18.3.7 monitor compliance with this Agreement.

18.4 In extremis, where it would not be reasonably practicable to seek written votes in accordance with Clause 20.4 (to be determined at the absolute discretion of the Board Chair) the Board Chair shall be authorised to determine matters which would otherwise be determined by the SEERPIC Board; however, this power does not extend to any decisions that would override local Financial Regulations or Contract Standing Orders.

18.5 The Vice-Chair of the Board shall provide support to the Board Chair as and when required and when substituting in the Board Chair's absence shall have the same rights and obligations as the Board Chair.

18.6 **PROFESSIONAL INSURANCE LEAD** ('PIL')

The purpose of the SEERPIC Insurance Professional Lead is to:

18.6.1 be the professional lead to the individual Force leads on the SEERPIC Board;

18.6.2 assist in ensuring the delivery of an effective and efficient Insurance service and better financial outcomes for SEERPIC with visible

KPI's/information/management control and SEERPIC level management of risk and exposure;

18.6.3 develop the SEERPIC strategy for delivery of an Insurance Service further aligning service standards, operating processes and procedures to achieve single ways of working and future Shared Service; and

18.6.4 be the conduit between the Insurance Practitioners and the SEERPIC Board.

The PIL will:

18.6.5 co-ordinate SEERPIC Insurance Group meetings;

18.6.6 attend the SEERPIC Board meetings on behalf of the SEERPIC Insurance Group;

18.6.7 disseminate relevant information to the SEERPIC Insurance Group;

18.6.8 be the initial escalation point for SEERPIC contractual issues; and

18.6.9 represent the SEERPIC Insurance Group at external presentations and meetings.

18.7 The Vice-Chair of the Insurance Group shall provide support to the Professional Insurance Lead (Group Chair) as and when required and when substituting in the Group Chair's absence shall have the same rights and obligations as the Group Chair. The Vice-Chair of the Group shall also attend the SEERPIC Board meetings.

18.9 **LEAD SPOC** - When elected or requested to do so, a Full Consortium Member shall act as a Single Point of Contact ('SPOC') for a particular SEERPIC Contract and shall:

18.9.1 act as a SPOC on any underwriting or claims query relating to that SEERPIC Contract where it affects or may potentially affect other Consortium Members;

18.9.2 liaise with the broker, insurer and / or service provider to resolve the query;

18.9.3 disseminate the response to the other Consortium Members; and

18.9.4 attend service review meetings with the Board Chair or Vice-Chair of the Board.

18.10 **WORKING GROUPS** - Working groups may be set up by the SEERPIC Insurance Group ('Working Group') to support delivery of any SEERPIC Project or SEERPIC Contract. Working Groups shall:

18.10.1 consist of at least three (3) Consortium Members but no more than fifty percent (50%) of the membership of the SEERPIC; if there are no volunteers then the Professional Lead shall appoint members on a fair and equitable basis with the support of the Board;

18.10.2 agree a Full Consortium Member to act as Lead Authority for the SEERPIC Project or SEERPIC Contract ; and

18.10.3 have the mandate to make recommendations to the SEERPIC Insurance Group.

19. ADMINISTRATION

19.1 The SEERPIC Board shall meet at least three (3) times per year, either in person or via telephone conference or Teams, this will be determined by the Board Chair. The Board Chair may call additional meetings where required.

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19.2 The SEERPIC Insurance Group shall meet every two (2) months either in person or via telephone conference or Teams, this will be determined by the Professional Insurance Lead (Group Chair). The Professional Insurance Lead (Group Chair) may call additional meetings where reasonable.

19.3 Administrative support for the SEERPIC Board is provided by the Board Chair who shall:

19.3.1 circulate the agendas and supporting papers no less than one (1) week before the SEERPIC Board meeting to Authorised Representatives; and

19.3.2 circulate the minutes to Authorised Representatives for review no more than three (3) weeks after the SEERPIC Board meeting following approval for release by the Board Chair.

19.4 The minutes distributed in accordance with Clause 19.3.2 shall be approved by the SEERPIC Board at the subsequent SEERPIC Board meeting

19.5 Administrative support for the SEERPIC Insurance Group will be provided on the following basis:

19.5.1 the Professional Insurance Lead (Group Chair) shall circulate the agenda and supporting papers no less than one (1) week before the SEERPIC Insurance Group meeting to the Nominated Representatives;

19.5.2 all current SEERPIC Contracts and SEERPIC Projects shall be standing agenda items;

19.5.3 the Secretary will produce the minutes no more than two (2) weeks after the SEERPIC Insurance Group meeting;

19.5.4 the Professional Insurance Lead (Group Chair) will circulate the minutes to the SEERPIC Insurance Group, and the Board Chair no more than three (3) weeks after the SEERPIC Insurance Group meeting.

19.5.5 The minutes shall be approved by the SEEPRIC Insurance Group at the subsequent SEERPIC Insurance Group meeting.

19.6 Proposals for new SEERPIC Contracts or SEERPIC Projects shall be:

19.6.1 agreed in principle by the SEERPIC Insurance Group by consensus (in extremis by a formal vote) during the SEERPIC Insurance Group meeting and submitted to SEERPIC Board for endorsement with a supporting project outline; or

19.6.2 tasked by the SEERPIC Board by consensus (in extremis a formal vote) during the SEERPIC Board meeting.

20. VOTING AND QUORUM

20.1 A minimum of half the Full Consortium Members must be represented either in person or via telephone or video conference call in order for a meeting of the SEERPIC Board or the SEERPIC Insurance Group (as appropriate) to be quorate.

20.2 Unless otherwise provided for in this Agreement, votes of the SEERPIC Board and SEERPIC Insurance Group shall be determined by a simple majority of those Full Consortium Members eligible and present to vote at the relevant meeting.

20.3 For any decision on the renewal or award of any SEERPIC Contract over £100,000 (one hundred thousand pounds) or other decision with a value or financial implication in excess of £100,000 (one hundred thousand pounds), votes of the SEERPIC Board and SEERPIC Insurance Group whether in person, via telephone or video conference call shall be by simple majority of all Full Consortium Members.

20.4 For the purposes of any decision of the SEERPIC Board, where all Full Consortium Members are required to vote, the Board Chair is authorised to adjourn the matter in order to receive written votes outside of the SEERPIC Board meeting from those Full Consortium Members that did not have an Authorised Representative or Board

Delegate present to vote. The decision shall be deemed to have been taken once all Consortium Members have cast their vote (either at the relevant meeting or in writing to the Board Chair) and the Board Chair shall notify the Authorised Representatives accordingly.

20.5 In the event of no clear majority during a vote, the Board Chair or the Professional Insurance Lead (Group Chair) (as appropriate) shall have the final and casting vote.

21. FINANCIAL ARRANGEMENTS

21.1 Unless otherwise agreed by the Board or otherwise specified in this Agreement, relevant costs and income of SEERPIC will be shared in proportion to each Consortium Member's Net Revenue Budget ('NRB') for the relevant Financial Year ('Agreed Cost Proportions').

21.2 For the purposes of this Agreement NRB is calculated as follows:

- funding from Home Office Police Core Grant Settlement **plus**
- ex Department of Local Government and Communities formula funding (Revenue Support Grant and National Non-Domestic Rates) **plus**
- Legacy Council Tax Grants (as set out in the Police Grant Funding Settlement each year) and actual precept income for the year (as set out in the relevant Police and Crime Commissioner's approved budget for the year).

21.3 Each Consortium Member's NRB shall be re-calculated prior to the start of the new Financial Year based on the latest Police Core Grant Funding Settlement, and final precept decision of each Police and Crime Commissioner.

21.4 The methodology for calculating the NRB shall be reviewed by the SEERPIC Board on an annual basis prior to the end of the relevant Financial Year to ensure that it remains the most equitable method of calculation. Where the SEERPIC Board consider that the methodology is no longer appropriate, an alternative shall be agreed and shall apply to costs incurred in the new Financial Year.

21.5 This Agreement does not apply to insurance premia and associated insurance contractual charges which are apportioned according to individual risk, claims experience or contract usage as agreed by the Board.

21.6 Insurance premia will be apportioned to include an element of individual risk and claims experience. Where insurers do not adequately reflect this requirement in their rating structure, the actuarial service provider under contract with SEERPIC at the

relevant time will be asked to provide an appropriate apportionment to be agreed by the SEERPIC Board and the insurer.

21.7 No management or administrative costs shall be charged by a Lead Authority except where agreed by the SEERPIC Board, this shall mean that in the event where no agreement can be made as to working group members for a SEERPIC project then the lead force may, by agreement of all other members charge a fee for the work carried out on behalf of the other forces.

21.8 A Lead Authority or any other Consortium Member authorised by and acting on behalf of SEERPIC shall invoice Consortium Members on the agreed basis for all fees and charges properly incurred on behalf of the SEERPIC.

21.9 Each Consortium Member shall be individually responsible for the payment of sums due under any SEERPIC Contract.

22. INDEMNITY AND LIABILITY

22.1 The Consortium Members hereby acknowledge that, as SEERPIC is not a legal entity in its own right, liability cannot therefore attach to it.

22.2. Subject to Clause 22.3, the Consortium Members agree that any loss, claim, cost, liability or expense ("liability") suffered or incurred by any Consortium Member arising from or relating to the operation of SEERPIC and the terms of this Agreement shall be shared between the Consortium Members in accordance with the Apportionment Ratio applicable to SEERPIC at the time the liability is suffered or incurred by the relevant Consortium Member unless and to the extent that alternative arrangements are agreed by the Consortium Members.

22.3. Each Consortium Member (the "Indemnifying Party") shall indemnify each of the other Consortium Members (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:

22.3.1. death or personal injury caused by the Indemnifying Party's negligence (or the negligence of the officers or staff under its direction and control);

22.3.2. the Indemnifying Party's fraud or fraudulent misrepresentation;

22.3.3. the Indemnifying Party's wilful breach or deliberate non-performance of this Agreement; and/or

22.3.4. the Indemnifying Party's failure to comply with Clause 22.6.

22.4. Subject to Clauses 22.5 and 22.6, each Consortium Member shall:

22.4.1. promptly notify the SEERPIC Board of the details of any claim from a third party relating to this collaboration of which it is aware;

22.4.2. not make any admission in relation to the claim without the consent of the SEERPIC Board;

22.4.3. allow the SEERPIC Board to nominate who will have the conduct of the defence or settlement of the claim ('nominated Consortium Member'); and

22.4.4. give the nominated Consortium Member all reasonable assistance in dealing with the claim.

22.5. If a Consortium Member 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 Consortium Member (a "Status Claim") then the Consortium Members agree that:

22.5.1. the employing/appointing Consortium Member (the "Engaging Party") shall have conduct of the defence or settlement of the Status Claim;

22.5.2. the other Consortium Members shall give the Engaging Party all reasonable assistance in dealing with the Status Claim; and

22.5.3. no Consortium Member shall make any admission of liability, agreement or compromise in relation to the Status Claim without the prior written consent of the Consortium Members, 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 Consortium Members, 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.

22.6. 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 22.3 (a "Relevant Claim"):

22.6.1. the Consortium Member 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;

22.6.2. the Indemnifying Party shall have conduct of the Relevant Claim;

22.6.3. the other Consortium Members shall give the Indemnifying Party all reasonable assistance (at the Indemnifying Party's cost) in dealing with the Relevant Claim;

22.6.4. no Consortium Member shall make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the other Consortium Members, 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 Consortium Members, 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.

22.7. If any Consortium Member 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 SEERPIC in relation to SEERPIC, that Consortium Member shall request an urgent meeting of the SEERPIC Board and raise its concerns at that SEERPIC Board meeting.

22.8. If the SEERPIC Board agree that it would be in the best interests of SEERPIC to require a nominated Consortium Member 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 SEERPIC) in relation to SEERPIC, the NOMINATED Consortium Member shall:

22.8.1. take all reasonable actions to exercise or enforce such rights;

22.8.2. promptly pay to the Consortium Members in accordance with the Apportionment Ratio (unless the SEERPIC Board 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 Consortium Members from the third party, provided that the other Consortium Members shall give the nominated Consortium Member all reasonable assistance to enable it to exercise or enforce such rights.

22.9. All other complaints and/or queries relating to SEERPIC shall be dealt with as directed by the SEERPIC Board.

22.10. For the avoidance of doubt, the provisions of this Clause 22 relate to Liabilities arising as a consequence of this Agreement and do not extend to any claims received by the

Consortium Members in relation to matters beyond the scope of SEERPIC or arising in relation to a matter pre-dating the commencement date.

22.11. The provisions of this Clause 22 shall remain in force notwithstanding the termination of this Agreement.

22.12. Nothing in this Clause 22 shall restrict or limit the Consortium Members general obligation at law to mitigate any liability which it may suffer or incur (including in respect of any Relevant Claim).

23. PUBLICITY AND CONFIDENTIALITY

23.1 No press release or other form of publicity involving SEERPIC shall be made without the prior approval of the SEERPIC Board or the Board Chair.

23.2. Nothing in this Clause 23 is intended to restrict any Consortium Member's statutory obligations to publicise the existence of this Agreement.

23.3 A Consortium Member may, without first obtaining the prior written approval of the other SEERPIC Board or Board Chair, 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 Consortium Members.

23.4. Each Consortium Member shall use reasonable endeavours to ensure consistency in relation to the contents of any publication made pursuant to this Agreement. The Board Chair shall be responsible for coordinating such consistent publication.

23.5 Consortium Members shall:

23.5.1 Not alter, retain, copy or disclose or utilise any of the Consortium Members' data or Confidential Information except as may be necessary for the operation of this Agreement;

23.5.2 Preserve the integrity of all such data and Confidential Information and use best endeavours to prevent loss, disclosure, theft, manipulation or other interference with it; and

23.5.3 Immediately notify the Consortium Members if any data of another Consortium Member and / or Confidential Information, or data relating to this Agreement, is lost, damaged, corrupted or otherwise compromised whether accidently or otherwise.

24. RESOURCING

24.1 Save for the staff specifically employed to undertake a SEERPIC role, per clause 24.3 below, staff who support the work of SEERPIC will remain the employees of their employing Consortium Member, for the avoidance of doubt this includes pay and conditions, discipline, health and Safety etc. Staff will comply with the policies and processes of their employer.

24.2 Consortium Members will be responsible for the provision of any support services, assets and equipment required by their staff undertaking any SEERPIC role.

24.3 Where required and agreed by the SEERPIC Board, staff may be employed to undertake roles for SEERPIC. The SEERPIC Board will agree the role profiles for these roles. Such staff will be employed by a Lead Authority, agreed by the SEERPIC Board and will be funded by Consortium Members in equal share.

24.4 Staff employed in accordance with clause 24.3 above will be employed by a Lead Authority and will comply with the terms, conditions and processes of that Lead Authority. The Lead Authority will be responsible for pay and conditions, discipline and the health & safety. The salary and on costs for the posts will be re-charged to SEERPIC and will be funded equally by each Consortium Member.

24.5 Staff employed in accordance with clause 24.3 above will be under the direction of the Board Chair unless otherwise agreed by the SEERPIC Board.

24.6 Subject to the limitations set out in Clause 15.3, where this Agreement is terminated under section 8, the cost of redundancy of any person employed to undertake a SEERPIC role in accordance with Clause 24.3, resulting from the termination of the Agreement, will be shared between the Consortium Members equally..

25. INFORMATION MANAGEMENT

25.1 In order to remain compliant with the Data Protection Legislation, each Consortium Member will remain the Controller for any personal information recorded on the information systems (electronic and paper) under their control (i.e. within the relevant Force's electronic network or in structured and unstructured filing systems operated and stored on the relevant Force's premises).

25.2 Each Consortium Member has a responsibility to provide such information as required by the other Consortium Members in pursuit of the discharge of its responsibilities under this clause 25 where permitted by law.

25.3 The activities of police officers and police staff, in respect of access to and use of information owned by the Consortium Member will be governed by their policies and where practicable these policies shall be aligned between Consortium Members.

25.4 To the extent permitted by law, Consortium Members agree to the sharing of data between members for the purposes of this agreement. Each Controller is responsible for ensuring compliance with their obligations under the Data Protection legislation before doing so. Members should ensure appropriate security in the transfer of data and minimise data to that deemed necessary for the purpose of the Consortium.

25.5 In support of this Clause 25, the Information Security Officer ('ISO'), and Data Protection Officer (DPO) in each Force will work together with other ISOs / DPOs to support the Consortium Members in discharging their responsibilities and will undertake to align, where practicable, Force policies which relate to information management.

25.6 Where ISOs are involved in an investigation involving a breach of information management policies, the ISO for the Force in which the data in question is held will take primacy, supported by the ISO(s) from the other Force(s).

26. FREEDOM OF INFORMATION REQUESTS

26.1 For the purposes of the Freedom of Information Act 2000 ('FOIA'), where a Consortium Member receives a request for information relating to this Agreement, or any SEERPIC Project or SEERPIC Contract, the Consortium Member receiving the request shall be responsible for handling and responding to that request, in consultation with the other Consortium Members' Freedom of Information Officers where appropriate. Responses should continue to reflect the separate status of each Consortium Member save where the information request specifically relates to collaboration issues.

26.2 Each Consortium Member also has a responsibility to provide such information as required by the Consortium Member in receipt of the request to enable that Consortium Member to discharge of its responsibilities under the FOIA.

26.3 Where a Consortium Member responds to a request for information relating to this Agreement, or any SEERPIC Project or SEERPIC Contract, the Consortium Member will advise and share with the other Consortium Members the response.

27. RISK MANAGEMENT

27.1 The Consortium Members agree to establish and maintain an appropriate system for the management of risk. That system shall include, but shall not be restricted to:

27.1.1 The maintenance of risk registers in respect of business and legal risk arising from the nature of collaborative activity covered by this Agreement;

27.1.2 An obligation upon all Consortium Members to disclose to the other Consortium Members in a timely manner any matters which could give rise to forms of liability; and

27.1.3 An obligation upon the Consortium Members to cooperate in the identification and execution of measures to minimise the likelihood and / or impact of risks being realised.

28. INSURANCE

28.2. Each Consortium Member shall, subject to availability in the 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 SEERPIC as a consequence of this Agreement.

29. DISPUTE RESOLUTION

29.1 In the event of a dispute between some or all of the Consortium Members, if a resolution cannot be agreed, the matter shall be referred in the first instance to the Board Chair for arbitration and resolution.

29.2 Should agreement not be reached through the process outlined in 29.1 then the matter should be referred to a single Arbitrator appointed by agreement in accordance with the Arbitration Act 1996. The decision of the Arbitrator will be final and binding.

29.3 Upon referral to the Arbitrator all Consortium Members shall be required to co-operate fully and promptly in good faith with the Arbitrator and shall do all things that the Arbitrator might reasonably require to progress Arbitration.

29.4 Payment of costs of the Arbitration will be shared between the relevant Consortium Members in accordance with the Agreed Cost Proportions.

30. PUBLICATION

30.1 The Consortium Members agree that the provisions of Section 23E of the Police Act can be discharged by the publication of the fact that this agreement has been made.

31 PUBLIC INTEREST DISCLOSURES

31.1. The Consortium Members 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"), staff undertaking a SEERPIC role shall be entitled to report such "whistle blowing" matters back to their employer and it is their employer who shall be obliged in such circumstances to give legal protection pursuant to PIDA.

32. GENERAL

32.1 This Agreement and the documents attached and referred to in it (including any Accession Agreement or Variation Agreement) constitute the entire agreement between the Consortium Members and supersedes all previous agreements between the Consortium Members relating to such matters.

32.2 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties or obligations of the Consortium Members in the exercise of their statutory functions and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Consortium Members under all laws may at all times be fully and effectually exercised as if the Consortium Members were not party to this Agreement and as if this Agreement had not been made.

32.3 A person who is not a Consortium Member shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

32.4 Any notice required or permitted to be given under this Agreement shall be in writing and addressed to the Authorised Representative or Nominated Representative (as appropriate).

32.5 This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatories on the counterparts were on a single copy of this Agreement.

32.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

32.7 Except by statutory enactment, none of the Consortium Members 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 Consortium Members. That consent may not be unreasonably withheld or delayed.

32.8 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.

32.9 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 Consortium Members irrevocably agree that the English and Welsh Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

SIGNATORIES

SIGNED for and on behalf of the Consortium Members:

Organisation	Name	Signature	Date
Chief Constable, Bedfordshire Police			
Police and Crime Commissioner for Bedfordshire			
Chief Constable, Cambridgeshire Constabulary			
Police and Crime Commissioner for Cambridgeshire			
Chief Constable, Essex Police			
Police, Fire and Crime Commissioner for Essex			
Chief Constable, Hertfordshire Constabulary			
Police and Crime Commissioner for Hertfordshire			
Chief Constable, Kent Police			
Police and Crime Commissioner for Kent			
Chief Constable, Norfolk Constabulary			
Police and Crime Commissioner for Norfolk			

Organisation	Name	Signature	Date
Chief Constable, Suffolk Constabulary			
Police and Crime Commissioner for Suffolk			
Chief Constable, Surrey Police			
Police and Crime Commissioner for Surrey			
Chief Constable, Sussex Police			
Police and Crime Commissioner for Sussex			
Chief Constables, Thames Valley Police			
Police and Crime Commissioner for Thames Valley			

SCHEDULES

SCHEDULE 1

Observer Consortium Members as at the Commencement Date

SCHEDULE 2

Full Consortium Members as at the Commencement Date

The Chief Constable of Bedfordshire Police
Police and Crime Commissioner for Bedfordshire
The Chief Constable of Cambridgeshire Constabulary
Police and Crime Commissioner for Cambridgeshire
The Chief Constable of Essex Police
Police, Fire and Crime Commissioner for Essex
The Chief Constable of Hertfordshire Constabulary
Police and Crime Commissioner for Hertfordshire
The Chief Constable of Kent Police
Police and Crime Commissioner for Kent
The Chief Constable of Norfolk Constabulary
Police and Crime Commissioner for Norfolk
The Chief Constable of Suffolk Constabulary
Police and Crime Commissioner for Suffolk
The Chief Constable of Surrey Police
Police and Crime Commissioner for Surrey
The Chief Constable of Sussex Police
Police and Crime Commissioner for Sussex
The Chief Constable of Thames Valley Police
Police and Crime Commissioner for Thames Valley

SCHEDULE 3 ACCESSION, VARIATION & RETIREMENT AGREEMENTS

PART 1 – ACCESSION AGREEMENT

1. This Accession Agreement dated [ ] is supplemental to the Section 22 Collaboration Agreement ("the Agreement") dated [ ] between: Bedfordshire Police & the Police and Crime Commissioner for Bedfordshire Cambridgeshire Constabulary & the Police and Crime Commissioner for Cambridgeshire; Essex Police & the Police, Fire and Crime Commissioner for Essex; Hertfordshire Constabulary & the Police and Crime Commissioner for Hertfordshire; Kent Police & the Police and Crime Commissioner for Kent; Norfolk Constabulary & the Police and Crime Commissioner for Norfolk; Suffolk Constabulary & Police and Crime Commissioner for Suffolk; Surrey Police & the Police and Crime Commissioner for Thames Valley; Sussex Police & the Police and Crime Commissioner for Sussex; Thames Valley Police & the Police and Crime Commissioner for Thames Valley.

2. Words and expressions defined in the Agreement shall have the same meanings when used in this Accession Agreement.

3. [NAME OF NEW CONSORTIUM MEMBER] shall be a [Full Consortium] [Observer Consortium] Member.

4. [NAME OF NEW CONSORTIUM MEMBER] hereby agrees with each Consortium Member who is or who becomes a party to the Agreement, that with effect from the date of this Accession Agreement it is bound by the Agreement as a Consortium Member as if it had been party originally to the Agreement in that capacity.

5. This Accession Agreement is governed by and shall be construed in accordance with the laws of England and each Consortium Members submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Accession Agreement.

[EXECUTION FORMALITIES]

SCHEDULE 3

PART 2 – VARIATION AGREEMENT

1. This Variation Agreement dated [ ] is supplemental to the Section 22 Collaboration Agreement ("the Agreement") dated [ ] between: Bedfordshire Police & the Police and Crime Commissioner for Bedfordshire Cambridgeshire Constabulary & the Police and Crime Commissioner for Cambridgeshire; Essex Police & the Police, Fire and Crime Commissioner for Essex; Hertfordshire Constabulary & the Police and Crime Commissioner for Hertfordshire; Kent Police & the Police and Crime Commissioner for Kent; Norfolk Constabulary & the Police and Crime Commissioner for Norfolk; Suffolk Constabulary & Police and Crime Commissioner for Suffolk; Surrey Police & the Police and Crime Commissioner for Thames Valley; Sussex Police & the Police and Crime Commissioner for Sussex; Thames Valley Police & the Police and Crime Commissioner for Thames Valley.

2. Words and expressions defined in the Agreement shall have the same meanings when used in this Variation Agreement.

3. [NAME OF CONSORTIUM MEMBER] wishes to change its category of membership of the SEERPIC from a [Full Consortium] [Observer Consortium] Member to a [Full Consortium] [Observer Consortium] Member.

4. [NAME OF CONSORTIUM MEMBER] hereby agrees with each Consortium Member who is or who becomes a party to the Agreement, that with effect from the date of this Variation Agreement it shall be a [Strategic Partner] [Affiliate] Member and will be bound by the Agreement as a [Full Consortium] [Observer Consortium] Member as if it had been party originally to the Agreement in that capacity.

5. This Variation Agreement is governed by and shall be construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Variation Agreement.

[EXECUTION FORMALITIES TO BE INSERTED]

SCHEDULE 3

PART 3 – RETIREMENT AGREEMENT

1. This Retirement Agreement dated [ ] is supplemental to the Section 22 Collaboration Agreement ("**the Agreement**") dated [ ] between Bedfordshire Police & the Police and Crime Commissioner for Bedfordshire Cambridgeshire Constabulary & the Police and Crime Commissioner for Cambridgeshire; Essex Police & the Police, Fire and Crime Commissioner for Essex; Hertfordshire Constabulary & the Police and Crime Commissioner for Hertfordshire; Kent Police & the Police and Crime Commissioner for Kent; Norfolk Constabulary & the Police and Crime Commissioner for Norfolk; Suffolk Constabulary & Police and Crime Commissioner for Suffolk; Surrey Police & the Police and Crime Commissioner for Thames Valley; Sussex Police & the Police and Crime Commissioner for Sussex; Thames Valley Police & the Police and Crime Commissioner for Thames Valley.

2. Words and expressions defined in the Agreement shall have the same meanings when used in this Accession Agreement.

3. [Pursuant to the Unilateral Termination Notice served on [DATE OF NOTICE], [NAME OF CONSORTIUM MEMBER] wishes to cease its membership of the SEERPIC as from [DATE MEMBERSHIP CEASES].]

4. [Pursuant to a decision of the SEERPIC Board dated [DATE OF DECISION], [NAME OF CONSORTIUM MEMBER] shall cease to be a member of the SEERPIC as from [DATE MEMBERSHIP CEASES].]

5. Subject to clause 5, [NAME OF CONSORTIUM MEMBER] hereby agrees with each Consortium Member who is or who becomes a party to the Agreement, that with effect from [DATE MEMBERSHIP CEASES] it shall no longer be a [Full Consortium] [Observer Consortium] Member and will cease to be bound by the Agreement save for the provisions of Clause 8.4.

6. Nothing in this Retirement Agreement shall waive any rights or remedies available to the Consortium Members under the Agreement arising prior to [DATE MEMBERSHIP CEASES].

7. This Retirement Agreement is governed by and shall be construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the courts of England for all purposes relating to this Variation Agreement.

[EXECUTION FORMALITIES TO BE INSERTED]

DOCUMENT CONTROL

Document Location

This document is stored in the following location:

Filename	SEERPIC S22A
Location	

Revision History

This document has been through the following revisions:

Version No.	Revision Date	Updated By	Brief Summary of Changes
2	Dec 2019	Kirsteen Kett	Updates to DPA references and inclusion of Professional Insurance Lead role
4	Sept 20	Kirsteen Kett	Updates to Procurement and Lead roles
5	Oct 20	Kirsteen Kett	Updates to Procurement and Lead roles
6.1-6.8	Jan-Mar 21	Peter Jasper	Updates to reflect governance arrangments
6.9	Mar 21	Alison Ings	Incorporated comments from members on the draft
6.10	April 21	Peter Jasper / Alison Ings	Further update to reflect comments from members on the draft