
Dated: 2017

A Collaboration Agreement – for the National Ballistics Intelligence Service (NABIS)

National Police Collaboration Agreement relating to the National Ballistics Intelligence Service under Section 22A of the Police Act 1996

THIS DEED OF AGREEMENT is made on

2017

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 the British Transport Police
4. The Chief Constable of Cambridgeshire Constabulary
5. The Chief Constable of Cheshire Constabulary
6. The Commissioner of Police of the City of London
7. The Chief Constable of Cleveland
8. The Chief Constable of Cumbria Constabulary
9. The Chief Constable of Devon & Cornwall Police
10. The Chief Constable of Derbyshire Constabulary
11. The Chief Constable of Dorset Police
12. The Chief Constable of Durham Constabulary
13. The Chief Constable of Dyfed-Powys Police
14. The Chief Constable of Essex Police
15. The Chief Constable of Gloucestershire Constabulary
16. The Chief Constable of Greater Manchester Police
17. The Chief Constable of Gwent Police
18. The Chief Constable of Hampshire Constabulary
19. The Chief Constable of Hertfordshire Constabulary
20. The Chief Constable of Humberside Police
21. The Chief Constable of Kent Police
22. The Chief Constable of Lancashire Constabulary
23. The Chief Constable of Leicestershire Police
24. The Chief Constable of Lincolnshire Police
25. The Chief Constable of Merseyside Police
26. The Commissioner of Police of the Metropolis
27. The Chief Constable of Norfolk Constabulary
28. The Chief Constable of North Wales Police
29. The Chief Constable of North Yorkshire Police

30. The Chief Constable of Northamptonshire Police
31. The Chief Constable of Northumbria Police
32. The Chief Constable of Nottinghamshire Police
33. The Chief Constable of South Wales Police
34. The Chief Constable of South Yorkshire Police
35. The Chief Constable of Staffordshire Police
36. The Chief Constable of Suffolk Constabulary
37. The Chief Constable of Surrey Police
38. The Chief Constable of Sussex Police
39. The Chief Constable of Thames Valley Police
40. The Chief Constable of Warwickshire Police
41. The Chief Constable of West Mercia Police
42. The Chief Constable of West Midlands Police
43. The Chief Constable of West Yorkshire Police
44. The Chief Constable of Wiltshire Police

BETWEEN THE FOLLOWING POLICING BODIES

45. Police and Crime Commissioner for Avon and Somerset
46. Police and Crime Commissioner for Bedfordshire
47. The British Transport Police Authority
48. Police and Crime Commissioner for Cambridgeshire
49. The Common Council of the City of London in its capacity as Police Authority
50. Police and Crime Commissioner for Cheshire
51. Police and Crime Commissioner for Cleveland
52. Police and Crime Commissioner for Cumbria
53. Police and Crime Commissioner for Derbyshire
54. Police and Crime Commissioner for Devon & Cornwall
55. Police and Crime Commissioner for Dorset
56. Police and Crime Commissioner for Durham
57. Police and Crime Commissioner for Dyfed-Powys
58. Police and Crime Commissioner for Essex
59. Police and Crime Commissioner for Gloucestershire

60. Police and Crime Commissioner for Greater Manchester
61. Police and Crime Commissioner for Gwent
62. Police and Crime Commissioner for Hampshire
63. Police and Crime Commissioner for Hertfordshire
64. Police and Crime Commissioner for Humberside
65. Police and Crime Commissioner for Kent
66. Police and Crime Commissioner for Lancashire
67. Police and Crime Commissioner for Leicestershire
68. Police and Crime Commissioner for Lincolnshire
69. Police and Crime Commissioner for Merseyside
70. The Mayor's Office for Policing and Crime
71. Police and Crime Commissioner for Norfolk
72. Police and Crime Commissioner for North Wales
73. Police and Crime Commissioner for North Yorkshire
74. Police and Crime Commissioner for Northamptonshire
75. Police and Crime Commissioner for Northumbria
76. Police and Crime Commissioner for Nottinghamshire
77. Police and Crime Commissioner for South Wales
78. Police and Crime Commissioner for South Yorkshire
79. Police and Crime Commissioner for Staffordshire
80. Police and Crime Commissioner for Suffolk
81. Police and Crime Commissioner for Surrey
82. Police and Crime Commissioner for Sussex
83. Police and Crime Commissioner for Thames Valley
84. Police and Crime Commissioner for Warwickshire
85. Police and Crime Commissioner for West Mercia
86. Police and Crime Commissioner for West Midlands
87. Police and Crime Commissioner for West Yorkshire
88. Police and Crime Commissioner for Wiltshire

AND

89. The National Crime Agency

(together the "Parties")

RECITALS

- (A) Following the review of ACPO by General Sir Nick Parker, NABIS was identified as having an essential responsibility for delivery of its core areas of expertise. However, it was agreed that future public funding was to be reorganised in some cases so as to align more effectively with individual force contribution. Police and Crime Commissioners were invited to review the continuation of NABIS and the hosting arrangements. The Police and Crime Commissioners agreed that NABIS continues to offer value for money and that the hosting provision currently in place with West Midlands Police Force (WMP) and Greater Manchester Police Force (GMP) should be retained.
- (B) In order to ensure that NABIS can continue to function, it is necessary to provide a vehicle to ensure that collaborative and co-ordinated policing activity can take place. For this purpose, the Parties, with the support of the Home Secretary, have agreed to deliver national services for NABIS which shall be hosted by West Midlands Police Force and Greater Manchester Police Force (the "**Host Forces**") in the manner set out in this Agreement on behalf of all stakeholders to this Agreement.
- (C) This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables police forces and local policing bodies as defined in that Act and other parties to make an agreement about the discharge of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other police force areas. By entering into this Agreement, the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under section 23F of the Police Act 1996 to provide guidance about collaboration agreements and related matters.
- (D) The primary stakeholders to this Agreement are the Police Forces of England and Wales (additional stakeholders include, but are not limited to, the National Crime Agency, British Transport Police, Police Service of Northern Ireland, Ministry of Defence and Police Scotland) and the support that they are providing is detailed in the current NABIS Memorandum of Understanding (MOU) a copy of which is included in **Schedule 9**, and any subsequent NABIS MOU as agreed at Chief Constables' Council.

OPERATIVE PROVISIONS

PART A: ABOUT THE AGREEMENT ITSELF

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"ACRO"	The ACRO Criminal Records Office;
"Additional Liabilities"	has the meaning given to it in clause 13.15 ;
"Agreed Liability Share"	the agreed share of Liability for each of the Parties (save for the Non Funding Parties) being: (a) the percentage share set out in column two of the table in Schedule 6 in relation to any Liability (or that proportion of a Liability) in connection with forensics; and (b) the percentage share set out in column three of the table in Schedule 6 in relation to any other Liability (or proportion of that Liability) (but excluding forensics) in relation to the NABIS Activities or the terms of this Agreement as may be updated in accordance with clause 18.5 ;
"Asset Register"	the asset register which is held by the Head of NABIS on behalf of NABIS and can be requested from time to time;
"Assets"	all of those tangible and non-tangible assets which are required for the purposes of carrying out the NABIS Activities and for the purposes of this Agreement which includes open case files, exhibits and firearms reference collections as further set out in the Asset Register;
"Border Force"	the law enforcement command within the Home Office which secures the United Kingdom border by carrying out immigration and customs controls for goods and people entering the United Kingdom;
"Chief Constables' Council"	the senior operational decision-making body for the National Police Chiefs' Council being the mechanism by which all the Chief Officers of police (as defined by section 101 Police Act 1996 (as amended)) consider national operational matters and have commissioned the continued provision of NABIS Activities;
"Chief Officer"	a chief officer of police as defined under Section 101 of the Police Act 1996 (as amended);
"CIPFA"	the chartered institute of public finance and

	accountancy;
"College of Policing"	the professional body for policing that supports the training and development of police officers and police staff;
"Direction and Control"	the arrangements established for the day to day operational management of police officers and police staff and the control which is exercised over police officers and staff by the Chief Officer of the Police Force by which they are appointed (as used by ss 9A & 10 Police Act 1996 (as amended) and in relation to the British Transport Police as prescribed by part 3 section 24 (2), section 25 (2) and section 27 (2) of the Railway and Transport Safety Act 2003;
"Data Protection Laws"	the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable laws relating to the processing of Personal Data under or in connection with this Agreement including all related regulations, regulatory codes of practice, case law and guidance issued from time to time, including from the Information Commissioner's Office, the European Commission and other relevant data protection supervisory authorities;
"DPA"	Data Protection Act 1998;
"Exceptional Asset"	has the meaning given to it in clause 9.5.4 ;
"Exit Strategy"	the exit strategy to be prepared by NABIS which shall set out what shall happen on termination of this Agreement in relation to assets, staff, third party contracts, intellectual property, licence arrangements and shared equipment;
"Financial Year"	a year commencing on 1 April in each calendar year and expiring on 31 March in the following year provided that the first Financial Year shall commence on the date of this Agreement and shall expire on the following 31 March and the last Financial Year shall commence on the 1 April of that final year and expire on the date that this Agreement terminates or expires;
"FOIA"	Freedom of Information Act 2000;
"Governance Arrangements"	the governance arrangements for the purposes of NABIS as further described in Schedule 2 ;
"Head of NABIS"	the person who holds the role of the Head of NABIS and who shall have day to day responsibility for the running of NABIS and shall meet regularly with the Senior Responsible Officer and the National Policing Lead;
"Health and Safety"	all health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the

	Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"Home Secretary"	the person appointed as the Home Secretary by the Government with responsibility for policing and related matters;
"Host Forces"	West Midlands Police Force and Greater Manchester Police Force as further set out in Recital (B) of this Agreement;
"Host Services"	those services to be provided by the Host Forces as set out in Schedule 1 Part 3;
"HR"	human resources;
"IBIS Server"	the server for the IBIS System;
"IBIS System"	the UK ballistic comparison system known as the "Integrated Ballistic Identification System";
"ICT"	information communications technology;
"Intellectual Property Rights"	all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;
"Legal Services"	services provided by legally qualified practitioners;
"Legislation"	any law, statute, subordinate legislation within the meaning of section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party to this Agreement is bound to comply;
"Liabilities"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses and including any excesses payable under any relevant insurance policy), proceedings, demands and charges

	arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
“Material”	all data, text, graphics, images and other materials or documents created, used or supplied for or referable to the NABIS Activities and/or generated in the course of delivering the NABIS Activities by or for any of the Police Bodies in connection with this Agreement unless before the first use or supply, the relevant Policing Body notifies the others that the data, text supplied is not to be covered by this definition;
“Material Assets”	an Asset which has a value of £500.00 or more;
“Memorandum of Understanding”	the memorandum of understanding which determines agreement between NABIS and the Police Forces of England and Wales for the services that NABIS delivers on their behalf and their respective obligations in complying with it and as set out in Schedule 9 and as may be updated from time to time;
“NABIS”	the National Ballistics Intelligence Service;
“National Ballistics Intelligence Service”	the national agency which provides services for the ballistics examination of material and ballistics intelligence management on behalf of the Police Forces in England and Wales further details of which are set out in Schedule 1 , Part 1 to this Agreement and the Memorandum of Understanding;
“NABIS Activities”	the activities to be carried out in relation to NABIS as further set out in the terms of this Agreement (including Schedule 1 and the Memorandum of Understanding);
“NABIS Central Team”	the NABIS central team which consists of the intelligence cell, the knowledge and communications staff, the senior leadership team and the Head of NABIS;
“NABIS Database”	the database for NABIS which holds information in relation to the NABIS Activities which is owned by the Home Office Information Technology Department;
“NABIS Funding Formula”	the formula spending share allocation which is the percentage of any funding that is to be paid by a Policing Body in relation to NABIS and as calculated each year in accordance with clause 13 and Schedule 5 and, in relation to the estimated funding contribution for 2016/2017, is attached at Part C of Schedule 5 ;
“NABIS Governance Board”	the body set up and operating in accordance with clause 4.1 and Schedule 2 , and formerly known as the “NABIS Joint Management Group”;

"NABIS Services"	the services as set out in Schedule 1 Part 2;
"National Policing Lead"	the police officer designated to the post of "National Policing Lead" for the criminal use of firearms who as at the date of this Agreement is Dave Thompson, or such other person who replaces Dave Thompson as the National Policing Lead from time to time;
"National Crime Agency (NCA)"	the national crime agency responsible for the investigation of national and international serious organised crime;
"National Police Chiefs' Council (NPCC)"	the body known as the National Police Chiefs' Council formed with the support of Police and Crime Commissioners and Chief Officers nationally with a number of core responsibilities approved by the Home Secretary which is hosted by the Metropolitan Police pursuant to the NPCC Collaboration Agreement;
"NPCC Collaboration Agreement"	the collaboration agreement entered into in 2015 (as may be updated from time to time) in relation to the running of the National Police Chiefs' Council;
"NPoCC"	The National Police Coordination Centre;
"Non Funding Parties"	the British Transport Police Authority, the Common Council of the City of London and the National Crime Agency;
"Police and Crime Commissioner"	a police and crime commissioner in accordance with Section 1 of the Police Reform and Social Responsibility Act 2011;
"Police Force"	each and all (as the context permits) of the police forces (as defined by the Police Act 1996 (as amended)) in England, Wales and Northern Ireland;
"Policing Body"	all of the Police and Crime Commissioners, the Mayor's Office for Policing and Crime (MOPAC) or the Common Council of the City of London in England and any relevant police authorities who are a party to this Agreement;
"Procurement"	the purchase of goods and services in accordance with national legislation;
"Scheme of Consent"	the scheme of consent for West Midlands Police Force as may be updated from time to time;
"Senior Responsible Officer (SRO)"	the person appointed from time to time by the NPCC as the Senior Responsible Officer with overall strategic responsibility for the direction governance and control of NABIS who, as at the date of this Agreement is Deputy Assistant Commissioner of the Metropolitan Police Service, Steve Rodhouse;
"Strategic Policing Requirement"	the document issued by the Secretary of State, from time to time, setting out the matters

prescribed in s.37A of the Police Act 1996 (as introduced by s.77 of the Police Reform and Social Responsibility Act 2011);

“Term” the term of this Agreement as determined in accordance with **clause 2.1**;

“TUPE” Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

- 1.1 Reference to any laws, orders, regulations or other similar instrument shall be construed as a reference to such laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 1.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 1.3 References to persons will be construed so as to include bodies corporate, partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 1.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 1.5 References to the Parties are to the parties to this Agreement.
- 1.6 The Schedules and the appendices to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 1.7 The background information section of this Agreement and the headings to the clauses of and Schedules to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 1.8 Any phrase in this Agreement introduced by the term “include”, “includes”, “including”, “included”, “in particular” and “for example” will be construed without limitation unless inconsistent with the context.
- 1.9 This Agreement is drawn up in the English language and may be translated into any language other than English provided however that the English language text shall in any event prevail in interpreting this Agreement.
- 1.10 The words "as amended" or "as varied" shall be construed to be meant in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 1.11 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under sections 1 to 4 of the Police Reform and Social Responsibility Act 2011, or section 62AZA or section 3 of the City of London Police Act 1839 (as applicable) and not as individuals.
- 1.12 The Parties agree that the Chief Officers of the Host Forces and the Policing Bodies of the Host Forces are parties to this Agreement both in their capacity as Chief Officers and Policing Bodies (in the same manner in which the other parties to this Agreement are a Chief Officer or a Policing Body) and in their capacity as the Host Forces.
- 1.13 The Parties recognise and agree that they collaborate together not just for the benefit of themselves, but also for the benefit of the Police Service of Scotland and the Police Service of Northern Ireland.

2. **COMMENCEMENT DATE**

- 2.1 The Agreement shall take effect from 1 April 2017 and shall continue indefinitely until the Parties agree pursuant to **clause 22** that this Agreement should be terminated.

- 2.2 The Parties acknowledge that the arrangement for the Host Forces to facilitate the functions carried out by NABIS is intended to be a permanent arrangement but that such arrangement will be reviewed in accordance with **clause 4.5**.
- 2.3 Subject to **clause 6.3**, the Parties intend that the Host Forces will facilitate the NABIS Activities for the duration of this Agreement and that (subject to the facilitation of the NABIS posts as set out in **clause 8**) no other Police Force shall be required to facilitate the NABIS Activities.
- 2.4 Subject to **clause 2.5**, any Party is entitled to withdraw from the Agreement on giving to all other Parties one (1) year's written notice of their intention to withdraw and such notice shall be deemed to have been served on the date of the next Chief Constables' Council meeting and shall expire one (1) year after that date. Such notice shall include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how that Party will continue to ensure that there is effective policing within the relevant Police Force, how they will comply with the Strategic Policing Requirement and how they will be able to continue to comply with all policies and Legislation without the operational support of NABIS. That Party shall cease to be a Party to this Agreement on the expiry of the relevant notice unless an alternative date is agreed between the Parties.
- 2.5 For the purposes of **clause 2.4**, both the Chief Officer and the Policing Body for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective. If a Police Force withdraws from the terms of this Agreement, NABIS shall have no further responsibility to provide any operational services in relation to NABIS to that Police Force who has withdrawn from the terms of this Agreement.
- 2.6 If a Party withdraws from the Agreement, pursuant to **clause 2.4**:
- 2.6.1 such Party shall continue to be responsible for its proportion of any Liabilities arising after the date on which they exit the Agreement and which have arisen due to events occurring during the time that they were a Party to this Agreement pursuant to **clauses 19, 20 and 22**;
- 2.6.2 such Party shall not be liable for any Liabilities that arise after the date on which that Party exits the Agreement and which are due to events arising after the date on which that Party exits the Agreement;
- 2.6.3 that Party shall have no further Liabilities to the other Parties pursuant to the terms of this Agreement other than as set out in **clause 2.6.1**; and
- 2.6.4 the remaining Parties to this Agreement shall agree any amendments to the funding of this Agreement, the NABIS Funding Formula and the Agreed Liability Share on the assumption that the remaining Parties to this Agreement shall meet one hundred per cent of the NABIS budget and one hundred per cent of the Liabilities under this Agreement.
- 2.7 **Clause 6** sets out the position if a Host Force withdraws from its role as a Host Force.
- 2.8 If a number of Police Forces who provide a substantial part of the funding for NABIS withdraw from the terms of this Agreement meaning that the funding for NABIS will be or is likely to be compromised, the Head of NABIS shall escalate the matter to the Senior Responsible Officer for discussion at the NPCC. In addition, the Home Office will be notified of the potential impact on NABIS's ability to continue to function.

3. **OBJECTIVES OF THE AGREEMENT**

- 3.1 The key objectives of this Agreement are to set up and define the functions and responsibilities of NABIS as defined within **Schedule 1** of this Agreement and the Memorandum of Understanding which shall then be delivered by the Parties in the manner set out in the terms of this Agreement. The Head of NABIS shall be responsible for ensuring that the NABIS Activities and the activities as set out in the Memorandum of Understanding are carried out.

3.2 It is agreed that NABIS will be managed as a separate, independent unit within each of the Host Forces with its own designated budget and reserves with freedom to operate within the boundaries of the Memorandum of Understanding and this Agreement and plans and procedures as approved by their respective Governance Arrangements and shall not be constrained by localised issues or practices. It is acknowledged that NABIS is not a legal entity in its own right. In relation to the provision of accounts by West Midlands Police, the Chief Officer of West Midlands Police and the Policing Body of West Midlands Police shall ensure that financial accounts are retained separately in relation to NABIS.

3.3 The Parties agree that the NABIS Activities are being provided to further protect the public. All Parties shall look for opportunities to collaborate and share services where this is appropriate in the circumstances and saves police funds.

4. **GOVERNANCE AND REVIEW OF THE TERMS OF THE AGREEMENT**

4.1 NABIS will be set up pursuant to the arrangements as defined in **Schedule 2** and will be governed accordingly. It is agreed that governance in relation to this Agreement shall be light meaning that, subject to **clause 4.4**, the majority of decisions in relation to NABIS can be made by the Head of NABIS in consultation with the National Policing Lead and/or the Senior Responsible Officer (as appropriate).

4.2 The NABIS Governance Board will be established pursuant to the terms set out at **Schedule 2** to have oversight of the decisions of the Head of NABIS which shall meet twice a year.

4.3 The Head of NABIS shall be responsible for the day to day running of NABIS and for setting the strategic direction for NABIS. The Head of NABIS shall meet with the Senior Responsible Officer and the National Policing Lead on a regular basis to discuss the direction and any issues arising in relation to NABIS and shall contact them whenever necessary.

4.4 Where there is a decision which needs to be approved or made by the NABIS Governance Board, the Chief Officer of each of the Host Forces, the Senior Responsible Officer and the Head of NABIS shall be entitled to make representations to the NABIS Governance Board expressing their views or recommendations in relation to a particular issue. The Chief Officer of each of the Host Forces, the Senior Responsible Officer, the Head of NABIS and any other Party to this Agreement shall, notwithstanding any contrary view that they may have, be bound to follow the decisions taken and recommendations made by the NABIS Governance Board.

4.5 The Parties agree that this Agreement shall be reviewed by the NABIS Governance Board or such other third party organisation as the Parties agree on a yearly basis in order to establish whether any amendments are required to the governance structure for NABIS or any other terms of this Agreement following which any appropriate and agreed amendments shall be made to this Agreement following agreement of the NABIS Governance Board pursuant to **clause 4.10**. The functions of the Host Forces shall also be reviewed by the NABIS Governance Board or such other third party organisation as the Parties agree on a three yearly basis following which any appropriate and agreed amendments shall be made to this Agreement following agreement of the NABIS Governance Board pursuant to **clause 4.10**.

4.6 Subject to **clause 4.9**, the Parties shall be entitled to propose a variation to the Agreement by presenting a proposal to the NABIS Governance Board for consideration with appropriate information to allow a variation to be properly considered.

4.7 The Parties acknowledge that not every Party to this Agreement shall be personally represented on the NABIS Governance Board and that this reflects the way in which decisions are made by the NABIS Governance Board as at the date of this Agreement. If any Party is not represented on the NABIS Governance Board, that Party shall be entitled to raise any issues, queries, representations or concerns with the Head of NABIS prior to any meeting of the NABIS Governance Board. The Head of NABIS shall use reasonable endeavours to ensure that such issues, queries, representations or concerns are put to

the NABIS Governance Board and shall, so far as is reasonably practicable, provide feedback to the relevant Party on the decisions taken by the NABIS Governance Board.

- 4.8 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of the responsibilities to be carried out by NABIS to ensure that the objectives of this Agreement can be achieved. The Parties shall procure that the NABIS Governance Board shall continually review the arrangements for NABIS to ensure that any required efficiency savings are met and that value for money is achieved.
- 4.9 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in accordance with the governance structure to accommodate changing demands, the practical requirements of NABIS, the requirements of the NPCC, the requirements of NABIS and the way in which NABIS needs to operate on a day-to-day basis in order to fulfil its requirements.
- 4.10 If it is agreed pursuant to the Governance Arrangements for NABIS that an amendment is required:
- 4.10.1 to the terms of this Agreement, to the NABIS Funding Formula or to the Agreed Liability Share, then such amendment shall only be implemented following the agreement of each Party to this Agreement; or
- 4.10.2 subject to **clause 4.10.1**, to the terms of a Schedule to this Agreement, then such amendment shall be implemented following the approval by the NABIS Governance Board.
- 4.11 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the NABIS Governance Board.

5. **FOCUS AND FUNCTIONS TO BE CARRIED OUT BY NABIS, INCLUDING RESPONSIBILITIES**

- 5.1 The Parties acknowledge that, prior to the date of this Agreement, the relevant Host Force has been providing the Host Services in order to support the NABIS Activities on behalf of the police service. The Host Forces shall continue to provide such support in accordance with each Host Force's respective NABIS responsibilities as articulated in Part 3 of **Schedule 1**.
- 5.2 It is acknowledged that the Head of NABIS and the Senior Responsible Officer (SRO) have independent direction and operational control of the NABIS unit and are jointly and severally accountable for the effective delivery of their respective strategic and operational responsibilities to the NABIS Governance Board. The National Policing Lead shall sit on the NABIS Governance Board and can be consulted by the Head of NABIS in relation to the running of NABIS.
- 5.3 The Parties acknowledge that a number of other collaboration agreements (including in relation to the NPCC, the National Counter Terrorism Police Services, NPoCC and ACRO) have been entered into by some or all of the Parties to this Agreement which are connected with the functions of NABIS and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.
- 5.4 The Parties agree that NABIS shall, in performing all its functions in accordance with this Agreement, use reasonable endeavours to have regard to the distinct position that operates within Scotland and Northern Ireland, and shall, so far as is practicable, have regard to the views of the Chief Constable of the Police Service of Scotland and the Chief Constable of the Police Service of Northern Ireland, as appropriate. The Parties shall use reasonable endeavours to procure that the Chief Constable of the Police Service of Scotland and the Chief Constable of the Police Service of Northern Ireland shall have regard to the operation of this Agreement when making decisions concerning matters considered by, or pursuant to, this Agreement, or otherwise in discharging their responsibilities.

6. THE HOST FORCES

- 6.1 West Midlands Police Force and Greater Manchester Police Force have agreed to be the Host Forces for NABIS and shall share the responsibilities for the provision of the Host Services as set out in **Schedule 1** albeit that West Midlands Police Force shall take the lead role in relation to the facilitation and the Host Forces and shall use best endeavours to ensure that the NABIS Activities are provided as further set out under the terms of this Agreement. The Policing Bodies and the Chief Officers of each Host Force have agreed as follows:
- 6.1.1 each Host Force will continue to provide all key services currently provided by that Host Force as at the date of this Agreement to enable NABIS to function within a legal structure and the services shall continue to be delivered in their present format, clearly recognising the need for clarity and safeguards for all parties involved;
 - 6.1.2 each Host Force shall provide the services which are required to be provided by that Host Force as set out in **Schedule 1, Part 3** to an equivalent standard to the standard which those services were provided to prior to the date of this Agreement;
 - 6.1.3 there will be no change in the level of service that the Parties receive as at the date of this Agreement from NABIS;
 - 6.1.4 to consent to and where necessary, to delegate authority for all of the actions of NABIS to the Head of NABIS;
 - 6.1.5 to each of the Host Forces holding land for the benefit of NABIS and that the elected Policing Body for those Host Forces will enter into any required agreements for the holding or otherwise dealing with land for the benefit of NABIS;
 - 6.1.6 to each Host Force employing all necessary staff required to be employed by that Host Force as set out in **Schedule 7** who are required for the purposes of carrying out the functions of NABIS;
 - 6.1.7 to enter into any necessary contracts and/or licences which are required for the purposes of performing those NABIS Activities to be carried out by the relevant Host Force and to comply with all necessary procurement Legislation in relation to the entering into of any such contracts and/or licences (as applicable);
 - 6.1.8 that NABIS will function as a separate, independent business unit of the Host Forces and shall receive from each of the Host Forces (in relation to the hosting services provided by that Host Force), the provision of back and middle office services, including HR, Finance, ICT, Procurement and the provision of Legal Services which shall be provided by the Host Force to an equivalent standard to which they were provided prior to the date of this Agreement. Any departure from these provisions by any party to this Agreement as a result of the operational requirements of NABIS will be subject to an agreement between the Host Forces and the Head of NABIS.
- 6.2 It is agreed that the hosting arrangements from NABIS are a continuation of the hosting services that the Host Forces were providing prior to the date of this Agreement and as such the hosting arrangement represents business as usual as a continuation to this arrangement and not a fundamental change to the way NABIS and the Host Forces operate. The Host Forces shall provide the hosting services which are referred to in **clause 6** in accordance with the standards of service that were provided by each of the Host Forces prior to the date of this Agreement.
- 6.3 If any one of the Host Forces wishes to withdraw from its role as a host force, the relevant Host Force shall serve a notice on the Parties to this Agreement setting out that it wishes to cease the hosting arrangement and the reason for this which shall be

discussed at the next meeting of the Chief Constables' Council. In such circumstances the relevant Host Force shall cease its hosting arrangements on a date agreed between the Parties which shall be at least 12 months following the date of the meeting of the Chief Constables' Council at which the request to withdraw from the hosting arrangement is discussed.

- 6.4 If a Host Force serves a notice pursuant to **clause 6.3** the Parties shall seek to find an alternative force or body to host such an arrangement (which may include transferring all of the hosting arrangements to the remaining Host Force) and the Parties shall amend the terms of this Agreement as appropriate to reflect the provisions of the new arrangement and the responsibilities to be agreed by that alternative hosting body or the additional hosting responsibilities to be taken on by the remaining Host Force. Where a Host Force withdraws from this Agreement, it shall discuss and seek to agree with the NABIS Governance Board whether:
- 6.4.1 there are any Assets which should be transferred to the alternative hosting body or the remaining Host Force; and
- 6.4.2 whether ownership of the NABIS Database or the IBIS System or the IBIS Database needs to transfer to an alternative party who is taking on the hosting responsibilities.
- 6.5 If the Parties are unable to find an alternative body to take on the responsibilities of the withdrawing Host Force then this Agreement shall terminate on a date to be agreed between the Parties.
- 6.6 A Host Force shall not incur any Liabilities as a result of its decision to withdraw from its role as a host force and any Liabilities incurred as a result of a Host Force withdrawing from its role as a Host Force shall be dealt with in accordance with **clause 18** and **clause 20**. For the avoidance of doubt, a Host Force shall be entitled to withdraw from its position as a host force and still continue to be a Party to this Agreement.

7. **ACCOUNTABILITY AND DIRECTION AND CONTROL OF THE HEAD OF NABIS**

- 7.1 The Parties acknowledge that the Head of NABIS was appointed following a selection process run by the National Policing Lead in consultation with the Senior Responsible Officer.
- 7.2 The Parties agree that the responsibility for the Head of NABIS and Direction and Control in relation to the Head of NABIS shall be as follows:
- 7.2.1 the Head of NABIS shall be under the day-to-day management of the Senior Responsible Officer and shall be independent from the Host Forces in relation to the Head of NABIS' duties on a day to day basis and shall have no more accountability to one Police Force than to another Police Force and shall remain solely accountable to NABIS;
- 7.2.2 the Head of NABIS shall be under the Direction and Control of the Chief Officer of West Midlands Police Force (or the Chief Officer of such other Police Force who employs the Head of NABIS from time to time) pursuant to section 2 (3) of the Police Reform and Social Responsibility Act 2011;
- 7.2.3 the Chief Officer of West Midlands Police (or the Chief Officer of such other Police Force who employs the Head of NABIS from time to time) shall have responsibility for all disciplinary procedures in relation to the Head of NABIS and for all employment decisions in relation to the Head of NABIS and shall have regard to any feedback received from the NABIS Governance Board in relation to performance or other similar issues; and
- 7.2.4 the Head of NABIS shall be entitled to bring any employment claims directly against the Chief Officer of West Midlands Police (or the Chief Officer of such other Police Force who employs the Head of NABIS from time to time). The

cost of this will be covered by the Chief Officers and Policing Bodies who are signatories to this Agreement in proportion to the Agreed Liability Share.

7.3 Save in relation to the Head of NABIS, where a person is seconded to NABIS or is employed or engaged exclusively in the delivery of the services in relation to NABIS that person shall be under the day to day operational management of the Head of NABIS but the Chief Officer who has appointed such person shall retain Direction and Control of such officers and members of police staff. The Parties agree that such persons shall not perform duties on the part of the Host Forces and shall be appointed solely to carry out duties in order to enable NABIS to achieve its requirements as further set out under the terms of this Agreement.

7.4 The Chief Officer of the Police Force by which a police officer or member of staff was appointed shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed and other than in relation to staff employed by the National Crime Agency and the Border Force) where a person is seconded or employed to work for NABIS, the Policing Body of that Police Force shall be reimbursed for all pay and associated costs.

8. **OBLIGATIONS ON THE OTHER PARTIES TO THIS AGREEMENT**

8.1 The Parties to this Agreement shall act in such a way that promotes the achievement of the objectives of this Agreement as laid out in the relevant schedules.

8.2 The Metropolitan Police Service shall provide the staff for the benefit of NABIS which are set out in **Schedule 7** to this Agreement.

8.3 The Parties acknowledge that the National Crime Agency may provide resources for the benefit of NABIS which are currently set out in **Schedule 7** to this Agreement.

8.4 The Parties acknowledge that the Border Force provides (on a mutual aid basis) the staff for the benefit of NABIS which are set out in **Schedule 7** of this Agreement who are provided on a part time basis.

9. **ASSETS**

9.1 The Host Forces will, subject to **clause 9.2** and **clause 11**, hold all Assets for the purposes of the NABIS Activities and shall, as far as is reasonably practicable, ensure that the Assets (whether owned by a Host Force or not) are sufficient for NABIS to meet its operational requirements. The Host Forces acknowledge that such Assets are to be used for the purposes of reducing national gun crime and that the Host Forces shall not use any Assets which are held for the purposes of NABIS for their own operational benefit.

9.2 The Parties acknowledge that although the Host Forces hold most of the Assets for the purposes of the NABIS Activities, there are some Assets which are held by an alternative party to this Agreement details of which are set out in the Asset Register and in **clause 11**. Any Asset held by any other Party to this Agreement shall ensure that such Asset(s) are held on trust for the Host Forces.

9.3 All Assets which are used by NABIS as at the date of this Agreement shall continue to be used by NABIS and shall be held by the applicable Host Force (which shall be dependent on the hosting services provided by that Host Force) or if **clause 9.2** applies, the other Parties to this Agreement for the purposes of NABIS. A list of the Material Assets which are used for the purposes of the NABIS Activities and their respective owners are set out in the Asset Register. The Parties agree that there are no Assets as at the date of this Agreement which need to be novated or in any other way transferred to the Host Forces.

9.4 The Parties acknowledge that, as at the date of this Agreement, it is not anticipated that any new Material Assets are required to carry out the NABIS Activities.

9.5 If any new Assets are required, the following procedure shall apply:

- 9.5.1 the Head of NABIS shall be responsible for identifying if any new Assets are required for the functioning of NABIS including the details of the Assets which are required and the Head of NABIS shall be able to approve the purchase of such new Assets which have a cost of £30,000 or less;
- 9.5.2 any new Assets which have a cost of more than £30,000 but less than £150,000 shall be approved by the Senior Responsible Officer;
- 9.5.3 any new Assets which:
- 9.5.3.1 have a cost of £150,000 or more (including the cost of purchasing such new Assets); and
- 9.5.3.2 can be funded by NABIS from its budget for the relevant Financial Year,
- shall be approved by the Senior Responsible Officer;
- 9.5.4 in respect of any new Assets which:
- 9.5.4.1 have a cost of £150,000 or more (including the cost of purchasing such new Assets); and
- 9.5.4.2 cannot be funded by NABIS from its budget for the relevant Financial Year,
- (an "Exceptional Asset"), the Head of NABIS shall, at least one month prior to the meeting of the NABIS Governance Board or on shorter notice in exceptional circumstances, notify the Parties of the proposed Exceptional Asset, the reason for purchasing the Exceptional Asset and the cost of the Exceptional Asset. Any Party shall be entitled to respond to the Head of NABIS prior to the meeting of the NABIS Governance Board confirming that it either approves the purchase of the Exceptional Asset or objects to the purchase of the Exceptional Asset (including giving reasons for any objections.) The purchase of each Exceptional Asset shall be agreed and approved by the NABIS Governance Board taking into account any objections or issues raised by any Party to this Agreement and the reasons for those objections.
- 9.6 Following approval of the required Assets in accordance with **clause 9.5**, the Policing Body for West Midlands Police (or the Policing Body for Greater Manchester Police if the asset is unique to the premises used by Greater Manchester Police for the purposes of this Agreement) shall be responsible for purchasing such agreed new Assets and for the maintenance of such Assets and the relevant Policing Body of the Host Force shall enter into any contracts required in connection with this.
- 9.7 Each Host Force shall comply with its own policies relating to procurement, health and safety and information technology and any other appropriate policies relevant to the acquisition of any new Assets.
- 9.8 Unless NABIS has sufficient funds to purchase the relevant new Asset, the cost of acquiring any new Assets shall be shared between the Policing Bodies in direct proportion to the Agreed Liability Share following consultation with the NPCC.
- 9.9 The Host Forces shall ensure that NABIS maintains an asset register throughout the duration of this Agreement setting out the list of Material Assets, the date of purchase of the relevant Material Asset, the location of the Material Asset, which Host Force holds the relevant Asset and any other relevant information in relation to those Material Assets.
- 9.10 Neither of the Host Forces or any Party who holds an Asset pursuant to **clause 9.2** shall be entitled to dispose of any Material Assets without the consent of the Head of NABIS who shall where required refer the matter to the NABIS Governance Board. In the event of a dispute, this will be resolved in accordance with the dispute resolution procedure as defined in **Schedule 4**.

- 9.11 In the event that this Agreement is terminated and NABIS is no longer provided under a host force model, all Assets purchased for the purposes of the NABIS Activities and held by a Host Force shall not become the property of that Host Force but shall transfer to NABIS or any successor organisation with equivalent responsibilities accordingly.

10. **CONTRACTS**

All contracts that are required for the provision of the NABIS Activities as at the date of this Agreement have already been entered into in the names of the Host Forces. The Parties agree that there are no new contracts that need to be entered into nor contracts that need to be transferred or novated to the Host Forces as at the date of this Agreement.

11. **IT AND DATABASES**

The NABIS Database

- 11.1 The Parties agree that the Home Office Information Technology (HOIT) department is the legal and beneficial owner of the NABIS Database which is located in the Home Office central database centre and that the Home Office host the server in relation to the NABIS Database on behalf of West Midlands Police and NABIS.
- 11.2 The Home Office are the legal and beneficial owner of the server for the NABIS Database.
- 11.3 As the Home Office hosts the server for the NABIS Database, the Parties shall procure that the Home Office shall keep the Head of NABIS informed of any changes made in relation to the NABIS Database in relation to the NABIS Activities.
- 11.4 The Policing Body for West Midlands Police shall procure that the Home Office shall grant to each of the Parties to this Agreement a royalty free, non-exclusive, non-transferable licence during the term of this Agreement to use the NABIS Database.
- 11.5 The Parties acknowledge that the NABIS-DB-Force Code of Connection document dated April 2008 sets out further details as to how each Party shall access the NABIS Database and that this document shall be complied with by the Parties.
- 11.6 The Head of NABIS shall procure that a service level agreement is entered into and maintained with the Home Office in relation to the on-going maintenance and development of the NABIS Database.
- 11.7 The Head of NABIS shall be responsible for arranging any necessary training required in relation to the NABIS Database and for regulating any such training.

The IBIS System

- 11.8 The Parties agree that the Policing Body for the West Midlands Police Force (on behalf of NABIS) is the legal and beneficial owner of the IBIS Server which, as at the date of this Agreement, is located in a central database centre hosted by the Metropolitan Police Service (albeit, the intention is that an alternative body shall host the IBIS System in the future).
- 11.9 The Party to this Agreement who hosts the IBIS Server at the relevant time agrees that it shall keep the Head of NABIS informed of any changes made in relation to the IBIS Server or the IBIS Database.
- 11.10 The Policing Body for West Midlands Police hereby grants to the Commissioner of Police of the Metropolis, the Mayor's Office for Policing and Crime, the Police and Crime Commissioner for Greater Manchester Police and the Chief Constable of Greater Manchester Police (being those forces who operate a forensic unit) a royalty free, non-exclusive, non-transferable licence during the term of this Agreement to use the IBIS System.

- 11.11 The Head of NABIS shall ensure that a service level agreement is entered into and maintained with the Party who hosts the IBIS Server from time to time in relation to the on-going maintenance and development of the IBIS Server.
- 11.12 Save in relation to the IT referred to in **clauses 11.1 to 11.11**, all other IT will be provided by the Host Forces under existing IT arrangements within that Host Force. If any exceptional IT items or IT services need to be provided for NABIS to provide the NABIS Activities or to otherwise fulfil its obligations and functions as set out in this Agreement, then such additional IT shall be provided by the relevant Host Force depending on the location of where the NABIS Activities are being carried out for the continuing provision of NABIS services.
- 11.13 The Host Forces shall procure that the NABIS forensic hubs are accredited to ISO 17025 in order to allow for the NABIS services to be provided.

12. **STRATEGIES, POLICIES, GUIDANCE AND REFERENCE MATERIALS**

- 12.1 Subject to **clause 12.2** and **12.3** and save where otherwise set out in this Agreement, the Head of NABIS shall procure that the NABIS Services are carried out and comply with the policies of West Midlands Police Force.
- 12.2 The Head of NABIS shall be entitled to derogate from the policies of West Midlands Police Force and comply with an alternative policy where this would be beneficial to NABIS and where it is appropriate and practical to do so due to the specialist nature of an activity or where it is necessary due to value for money reasons.
- 12.3 The Parties shall procure that NABIS complies with current national policies and procedures which have been established by the Chief Constables' Council, the Home Office and the College of Policing. It is agreed by the Parties that no new policies or procedures are required for business as usual to be sustained. If there is a conflict between a policy referred to in **clause 12.1** or **12.2** and a national policy, the Head of NABIS shall seek either (as is considered appropriate in the circumstances) approval from:
 - 12.3.1 the NABIS Governance Board;
 - 12.3.2 the National Policing Lead; or
 - 12.3.3 the Senior Responsible Officer

as to which policy is appropriate to be complied with in the circumstances in which case the Head of NABIS shall procure that such approved policy is complied with.
- 12.4 The current process for the development and implementation of national policies which involve the National Police Chiefs' Council, the College of Policing, the National Crime Agency, the Association of Police and Crime Commissioners and the Home Office will continue on a business as usual basis and the Parties shall ensure that NABIS complies with any updated policies.

13. **FUNDING**

- 13.1 The Parties acknowledge that the funding arrangements for NABIS are laid out in **Schedule 5** and this **clause 13** and are regulated in accordance with the Governance Arrangements set out in **Schedule 2**.

The NABIS Funding Formula

- 13.2 The NABIS Funding Formula is set out in Part B of **Schedule 5**. Subject to **clause 13.14** and **13.16**:
 - 13.2.1 the Parties agree that in each Financial Year, the NABIS Funding Formula shall be used to calculate the contribution to be paid by each Policing Body;

- 13.2.2 the NABIS Funding Formula and the contributions to be made by each Policing Body shall be reviewed by the NABIS Governance Board on an annual basis.
- 13.3 It is acknowledged that the NABIS Funding Formula was approved by the Chief Constables' Council when NABIS was set up in 2008 and that, unless otherwise agreed by the Chief Constables' Council it is intended that this methodology shall be used to calculate the payments to be made by each of the Policing Bodies for the duration of this Agreement.

Approval of a three yearly budget

- 13.4 The Parties acknowledge that a three yearly budget was issued to Chief Constables' Council by the Head of NABIS and the Senior Responsible Officer in January 2016 and which was approved by the Chief Constables' Council.
- 13.5 The Head of NABIS and the Senior Responsible Officer shall, by 31st January 2019 and by each third anniversary of that date, prepare and issue a budget for NABIS for the next three year period, which shall be considered and approved by Chief Constables' Council.
- 13.6 Once the three yearly budget has been agreed by the Chief Constables' Council, the Parties agree that NABIS shall be entitled to operate within the parameters of that approved three yearly budget and shall not be required to seek annual approval from the Chief Constables' Council of the annual budget unless that three yearly budget will be exceeded.

Approval of the annual budget

- 13.7 In accordance with normal financial planning and fiduciary duties and within the parameters of the three yearly budget that has been approved by the Chief Constables' Council pursuant to **clause 13.4** and **13.6**, the Parties shall ensure that the NABIS Governance Board plans its future financial requirements for the following Financial Year which shall include:
- 13.7.1 agreement of the calculation derived from the NABIS Funding Formula for the following Financial Year;
- 13.7.2 the contribution to be paid by each Policing Body for the following Financial Year; and
- 13.7.3 financial planning in relation to staff costs, warranty costs, building costs, revenue costs and any other relevant expenditure.
- 13.8 The Parties shall ensure that such future financial requirements adhere to normal fiscal policy and are approved by the NABIS Governance Board following which the requirements shall be notified to the Policing Bodies and the other bodies who are responsible for providing funding in accordance with **clause 13.9**. It is anticipated that the funds for NABIS are likely to be used in proportion to the broad categories of expenditure as set out in Part D of **Schedule 5**.
- 13.9 The budget to be set by NABIS for each Financial Year shall include details of all planned income and expenditure for the following Financial Year and will identify the amount payable by each Policing Body in that following Financial Year. Each Policing Body shall be notified by 31st May in each Financial Year of the financial contribution to be paid by that Policing Body in that Financial Year.
- 13.10 The funding to be provided by each Policing Body as calculated and notified pursuant to **clause 13.2, 13.7, 13.7, 13.9** and **clause 13.14** shall be paid by the relevant Policing Body to the Policing Body for West Midlands Police on an annual basis, in accordance with the Policing Body for West Midlands Police's Scheme of Consent and within 28 days of that Policing Body receiving an invoice from the Policing Body for West Midlands Police. The Policing Body for West Midlands Police shall hold all of the payments for the purpose of the NABIS Activities and such contributions shall be used solely by NABIS. The Parties

agree that invoices in relation to the contributions required for the Financial Year 2015/2016 have been issued prior to the date of this Agreement.

- 13.11 A failure by any Party to this Agreement to contribute their agreed contribution by the date on which that contribution becomes due and payable will be dealt with in accordance with normal financial debtors processes in accordance with the Scheme of Consent and CIPFA processes which will be instigated by West Midlands Police. In such circumstances, the Head of NABIS in consultation with the Senior Responsible Officer and the National Police Chiefs' Council shall reserve the right to consider ceasing any specific service provided by NABIS to that Police Force.

Approval of capital expenditure

- 13.12 In respect of the approval of any capital expenditure the provisions of **clause 9.5** shall apply and to the extent any such capital expenditure is to be paid by the Policing Bodies the provisions of **clause 9.8** shall apply to such payments.

Payment by the Policing Body for West Midlands Police

- 13.13 The Parties agree that in relation to that part of any funding to be paid by the Policing Body for West Midlands Police pursuant to this **clause 13**, an internal invoice will not be generated but that the Policing Body for West Midlands Police shall be required to internally transfer its contribution into the relevant account set up for NABIS on which such amounts become due and payable pursuant to **clause 13.10**.

Contributions to be paid by the Metropolitan Police and Liabilities

- 13.14 The Parties acknowledge that the Metropolitan Police Service has alternative arrangements for the provision of forensics services and does not utilise NABIS forensic services. Accordingly, the contribution to be paid by the Mayor's Office for Policing and Crime shall not be calculated in accordance with the NABIS Funding Formula but shall be a fixed amount of £100,000.00 payable annually by the Mayor's Office for Policing and Crime to West Midlands Police which shall be paid in consideration of the Metropolitan Police Service accessing and using the NABIS Database and the IBIS System.

- 13.15 If any:

13.15.1 Liabilities arise in relation to this Agreement; or

13.15.2 any additional costs which are over and above the annual agreed budget arise in relation to this Agreement,

(the "Additional Liabilities") then the Metropolitan Police Service shall be responsible for its Agreed Liability Share. The Mayor's Office for Policing and Crime shall not be liable for Additional Liabilities arising out of or in relation to forensics services provided by NABIS.

Non Funding Parties and Liabilities

- 13.16 The Parties acknowledge that:

13.16.1 the British Transport Police Authority and the Common Council of the City of London are not required to financially contribute towards this Agreement pursuant to this **clause 13**, as although they can access and use the NABIS Database and the IBIS System, they do not make material use of the NABIS Services as they have no or minimal gun crime;

13.16.2 the National Crime Agency does not currently contribute financially to NABIS as at the date of this Agreement but does provide staff for the benefit of NABIS as at the date of this Agreement.

- 13.17 The NABIS Governance Board shall be entitled to review the position set out in **clause 13.16** if the rationale set out in **clause 13.16** changes.

- 13.18 If any Additional Liabilities arise then the NABIS Governance Board and the Non Funding Parties shall seek to agree whether those Additional Liabilities are ones that the Non Funding Parties should share in and if so shall seek to agree the proportion of those Additional Liabilities that should be payable by the Non Funding Parties which shall be assessed on a case by case basis depending on the nature of the Additional Liability that has arisen and the circumstances. If it is agreed that the Non Funding Parties should contribute towards the Additional Liability, an equivalent adjustment shall be made to the Additional Liabilities to be paid by the remaining Policing Bodies to ensure that NABIS is fully compensated for the Additional Liabilities but does not profit from such Additional Liabilities.

Warranty schedule

- 13.19 The Parties acknowledge that funding is in place until the end of the Financial Year 2017/2018 to finance the payment of the warranty schedule for IBIS which is used in the forensic hubs from existing NABIS reserves. Following the end of the Financial Year 2017/2018, there shall be no such funding in place and each of the Policing Bodies shall therefore fund IBIS after this date in accordance with the NABIS Funding Formula.

14. EMPLOYEES

- 14.1 The staff currently employed to carry out the NABIS Activities are set out in **Schedule 7** and the organisational structure chart for NABIS is set out in Part 4 of **Schedule 1**.
- 14.2 The Host Forces shall ensure that there are sufficient members of staff employed by or seconded to the Host Forces and who are used to carry out services for NABIS to ensure that the requirements as set out in this Agreement are satisfied. There shall be no reduction in staffing levels without the consent of the NABIS Governance Board.
- 14.3 Notwithstanding that the Head of NABIS shall have the ultimate responsibility for running any recruitment process and for determining the person to be appointed to a relevant post, the Host Forces will assist in the administration of the recruitment and selection of posts within NABIS in accordance with the Host Force's processes and procedures who will ultimately recruit such person. The Host Force responsible for employing such a person shall depend on the relevant location of the vacancy.
- 14.4 Host Force employees shall be required to perform services in order to enable NABIS to carry out its requirements as set out under the terms of this Agreement, subject to all policies and procedures of the relevant Host Forces that employs such individual (including in relation to matters of discipline and grievance).
- 14.5 The Parties agree that they must all co-operate to ensure the smooth running of NABIS and minimise any employment law liabilities relating to the employment of the staff required to perform services on behalf of NABIS.
- 14.6 It is recognised by the Parties that, from time to time, it will be necessary to second staff from any of the Parties to assist in the carrying out of the responsibilities of NABIS. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties required by NABIS.
- 14.7 During a secondment period, any employee on secondment will be subject to the day-to-day operational management of the Head of NABIS and will perform all duties assigned to the employee by the Head of NABIS including such duties which are not within the scope of the employee's normal duties but which it is agreed the employee is capable of undertaking. Further, the employee on secondment will devote all due time, attention and skill to diligently performing such duties as may be required by the Head of NABIS.
- 14.8 Throughout any secondment period, the employee on secondment will continue to be employed by the same employer and will not become an employee of the Host Forces. The employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Forces and the relevant Police Force.

14.9 It is acknowledged that, as at the date of this Agreement, a number of forensic transport staff are employed by either the Chief Officer for West Midlands Police or the Chief Officer for Greater Manchester Police. It is acknowledged that such transport services may, subject to the approval of the Chief Officers for West Midlands Police or Greater Manchester Police (as applicable) and NABIS Governance Board, be outsourced at a later date by West Midlands Police or Greater Manchester Police (as applicable) due to value for money reasons in which case the Head of NABIS shall procure that any such outsourcing arrangement shall deal with any potential TUPE transfer of those staff that is appropriate. If any redundancy costs or other employment liabilities arise in relation to this such redundancy costs or other employment liabilities shall be shared between the Parties in proportion to the Agreed Liability Share.

15. **TUPE TRANSFER AND STAFF**

15.1 There shall be no TUPE transfer for the purposes of this Agreement as all staff will remain employed by or seconded to the Host Forces on their respective terms and conditions.

15.2 If, as agreed by the NABIS Governance Board, the Host Forces are required to make redundancies in relation to those staff who are employed to perform services for NABIS, the cost of this will be covered by the Chief Officers and Policing Bodies who are signatories to this Agreement in proportion to the Agreed Liability Share. Management of this process will be conducted by the Head of NABIS.

15.3 Any other employment liabilities (e.g. unfair dismissal, unlawful discrimination, claims etc.) will be dealt with under **clause 19**.

15.4 As a result of this Agreement, the Host Forces shall not bear the cost of any personnel procedures which are brought about as a result of NABIS reducing its resources or ceasing to exist and the Host Forces shall recover all such Liabilities in accordance with **clauses 18** and **20**.

16. **LAND**

16.1 As at the date of this Agreement, the Parties acknowledge that the Policing Bodies of the Host Forces hold property for the purposes of NABIS Activities and will continue to hold property for the purposes of NABIS Activities following the date of this Agreement and that NABIS pays a rental payment to the relevant Host Force as consideration for the use of such property.

16.2 As at the date of this Agreement, the NABIS Central Team operates out of:

16.2.1 office space within the National Crime Agency in Birmingham (and a copy of such licence is set out in **Schedule 3**); and

16.2.2 forensic hub functions which are located in bespoke facilities in Birmingham and Manchester.

16.3 It is acknowledged by the Parties, that West Midlands Police is required to pay a rental payment to the National Crime Agency and that this shall form part of the budget of NABIS.

16.4 Subject to **clause 16.5**, if it is determined by the Head of NABIS that alternative accommodation is required, the Head of NABIS shall request that the relevant Host Force (which shall be determined depending on the required location of the alternative accommodation) use reasonable endeavours to procure such alternative location for NABIS. The costs of the alternative accommodation and any ancillary costs shall be the subject of approval of the Head of NABIS and any costs committed in connection with procuring the alternative accommodation shall, if such costs cannot be met from existing funds, be paid to the relevant Host Force by the Policing Bodies in direct proportion to the Agreed Liability Share. The relevant Host Force shall enter into any appropriate lease arrangements in accordance with its internal governance processes and on reasonable commercial terms in relation to any such property.

16.5 If a Host Force determines in accordance with its own estate planning requirements that the current locations which are used to carry out the NABIS Activities need to change, then the relevant Host Force shall be responsible for identifying any alternative accommodation and shall be entitled to re-locate such premises to the alternative accommodation at its own discretion, but NABIS shall not be required to pay any costs to the relevant Host Force in relation to such moves, accommodation alterations or additional rental payments.

17. **DISPUTE RESOLUTION**

17.1 Any dispute in relation to this Agreement that cannot be resolved through normal management processes should, where appropriate, be referred to the Senior Responsible Officer. If the Senior Responsible Officer is unable to reach agreement, the matter shall be resolved through the application of the provisions contained within **Schedule 4**.

18. **LIABILITIES IN RESPECT OF SERVICES PROVIDED UNDER THIS AGREEMENT**

18.1 The Parties agree that the general principle in this Agreement is that although the Host Forces are hosting the arrangements for NABIS, any Liabilities incurred by the Host Forces in relation to NABIS Activities should rest with the Parties to this Agreement and should, unless such Liability is covered by insurance, be shared between the Policing Bodies in proportion to the Agreed Liability Share and in relation to the Non-Funding Parties in accordance with **clause 13.18**. It is acknowledged by the Parties that the Metropolitan Police Services shall not share in any Liability in relation to that part of any Liability that relates to forensics.

18.2 Any claims made in connection with NABIS or in relation to the activities that arise either prior to or after the date of this Agreement shall be handled by the Policing Body for the West Midlands unless the relevant claim relates to an employment liability in which case the relevant Chief Officer who employs such an individual shall be responsible for handling the claim.

18.3 The Parties to this Agreement shall notify the Policing Body for West Midlands Police if they receive any claims under this Agreement including any claims made in connection with any current or past activities of NABIS.

18.4 The Parties to this Agreement shall provide the Host Forces with such support, co-operation and assistance as the Host Forces require in connection with claims under this Agreement or in connection with the activities carried out by NABIS prior to the date of this Agreement.

18.5 The Agreed Liability Share shall be updated on a three yearly basis at the same time as the three yearly budget is agreed pursuant to **clause 13.5**.

19. **INDEMNITY**

19.1 Subject to **clause 19.2**, where a claim is received in respect of NABIS Activities any Liability shall be shared between the Policing Bodies to this Agreement on the basis of the Agreed Liability Share and in relation to the Non Funding Parties in accordance with **clause 13.18** unless the loss is covered by insurance.

19.2 Subject to **clauses 19.3** and **20.1**, where a Party is in breach of the provisions of this Agreement or has been negligent or has carried out an act or omission (the "**Defaulting Party**") that Defaulting Party shall indemnify the other Parties against all Liabilities incurred by the other Parties as a result of the Defaulting Party's negligence, acts or omissions or breach of its obligations under this Agreement.

19.3 A Defaulting Party shall not be liable under **clause 19.2** where its negligence, acts or omissions or breach of its obligations under this Agreement were carried out with the approval, or under the instruction, of the Head of NABIS, the Senior Responsible Officer, the National Policing Lead or the NABIS Governance Board in which case the provisions of **clause 20.1** shall apply.

20. **INDEMNITY IN RELATION TO THE HOSTING ARRANGEMENT**

- 20.1 In respect of NABIS Activities, the Policing Bodies shall indemnify the Host Forces in respect of all Liabilities arising in connection with the hosting of NABIS and any actions undertaken by NABIS (including where such Liability has arisen out of the breach, negligent act or omission or any other act or omission on the part of the Host Forces but not where a Host Force has failed to comply with its own policies and procedures in which case the relevant Host Force that has failed to comply with the applicable policies and procedures shall be solely liable for such Liability).
- 20.2 To the extent that the Policing Bodies are liable pursuant to **clause 20.1**, this Liability shall be shared between the Policing Bodies in proportion to the Agreed Liability Share and in relation to the Non Funding Parties in accordance with **clause 13.18**.
- 20.3 Nothing in this **clause 20** shall limit the Parties' duty to mitigate their loss.

21. **INSURANCE**

- 21.1 From the date of this Agreement until the date on which this Agreement is terminated:
- 21.1.1 Each of the Host Forces shall take out and maintain insurance in accordance with their arrangements as at the date of this Agreement to cover: the NABIS Activities that such Host Force is responsible for; the staff employed by that Host Force; any secondees or attachments to NABIS, the buildings and facilities occupied by that Host Force for the purposes of carrying out its obligations under this Agreement; vehicle insurance and travel insurance; and
- the remaining Parties to this Agreement shall take out and maintain insurance (in accordance with its usual insurance requirements) to meet any claims that might arise in relation to that Party's liability pursuant to the terms of this Agreement.
- 21.2 None of the Parties shall take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim or seek to avoid any insurance in respect of the NABIS Activities or Assets that are made available for the purposes of this Agreement, save where such a claim falls below the Host Forces' policy excess.
- 21.3 The Host Forces shall be responsible for notifying their insurers of the terms of this Agreement and where they are required to do so by their insurers.
- 21.4 The Host Forces shall be responsible for handling, investigating or resolving any insurance claim arising out of an event which occurred either prior to or after the date of this Agreement in relation to the subject matter of this Agreement.
- 21.5 The Host Forces shall provide, if required, the other policing bodies with evidence that the insurance is in full force and effect.

22. **TERMINATION**

- 22.1 This Agreement shall be terminated if the Chief Constables' Council agree that this Agreement shall be terminated. For the avoidance of doubt, the Parties agree that this Agreement shall not automatically terminate in the event that the NPCC Collaboration Agreement is terminated and that in such circumstances, the Parties shall agree whether any amendments are required to the terms of this Agreement and the alternative body that NABIS should transfer to.
- 22.2 On termination of this Agreement, each Policing Body shall:
- 22.2.1 in consultation with their Chief Officer, prepare final accounts of all expenditure incurred under the terms of this Agreement; and
- 22.2.2 continue to pay to the Policing Body for the West Midlands Police, on request from the Policing Body for the West Midlands Police, that Policing Body's

proportion as set out in the Agreed Liability Share and in relation to the Non Funding Parties in accordance with **clause 13.18** of the cost of covering all ongoing Liabilities (including redundancy costs) incurred by the Host Forces as a result of termination of this Agreement in the manner set out in **clauses 19, 20 and 22** and this clause shall survive the termination of this Agreement. The provisions of **clauses 19, 20 and 22** shall continue to apply in relation to any Liabilities that occur following the date of termination of this Agreement in relation to the activities of NABIS.

22.3 Where notice of termination has been given, the Parties to this Agreement shall ensure that the Senior Responsible Officer, in consultation with the Host Forces, develops an Exit Strategy that the NABIS Governance Board supports. The Exit Strategy shall include, a strategy regarding the position in relation to staff, assets and contracts following the date on which this Agreement terminates.

23. **NOVATION AND ASSIGNMENT**

23.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of law.

23.2 This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors (including any successors to the Policing Bodies) and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

23.3 Nothing in this Agreement prevents the Host Forces from collaborating with an outsourced provider or other third parties with regard to the provision of support services.

24. **CONFIDENTIALITY**

24.1 Subject to **clause 24.2**, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to enable NABIS to perform its functions and operate effectively.

24.2 The NABIS Governance Board shall seek to agree whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information which may not be disclosed for legal reasons.

24.3 **Clause 24.2** shall not apply to:

24.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;

24.3.2 any disclosure required by operation of law, including the DPA, the FOIA and Section 23E of the Police Act 1996;

24.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

24.3.4 any disclosure to enable a determination to be made under **clause 17** (Dispute Resolution);

24.3.5 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;

24.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

- 24.3.7 any disclosure by a Party to a department, office or agency of the Government;
- 24.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

25. **DATA PROTECTION ACT, FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS**

25.1 In this clause the terms "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Process**" (and "**processed**" and "**processing**" shall be construed accordingly) shall have the meanings given under the DPA and any related Data Protection Laws.

25.2 Each Party agrees that:

25.2.1 it acts as Data Controller in respect of its own Personal Data in the NABIS Database and IBIS System ("Own Data");

25.2.2 the Host Force acts as a Data Processor for the other Parties in respect of hosting their Own Data in the NABIS Database and the IBIS System (together the "Agreement Data");

25.2.3 the following Data Processor provisions shall apply and be complied with in relation to data processing by the Host Force of the Agreement Data on behalf of the other Parties and the Host Force shall:

25.2.3.1 only process the Agreement Data as required to carry out its Host Force obligations under this Agreement and otherwise in accordance with the instructions of the relevant Data Controller Party (as envisaged by and in accordance with the terms of this Agreement);

25.2.3.2 put in place and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the applicable harm, damage or distress that may be suffered by the relevant Data Subjects designed to prevent the accidental, unauthorised or unlawful use, destruction or loss, alteration, disclosure or access to Agreement Data (including without limitation the security obligations set out below in this **clause 25**);

25.2.3.3 notify the other Parties without undue delay of any actual, suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorised or accidental disclosure of or access to the Agreement Data or other breach of **clause 25.2.1.2** of which the Host Force becomes aware (**a "Security Breach"**);

25.2.3.4 notify the relevant Data Controller Party within 72 hours of any complaint made to the Host Force by a Data Subject in respect of his/her Agreement Data or any request received from a Data Subject to have access to his/her Agreement Data or of any other communication relating directly or indirectly to the processing of any Agreement Data and fully cooperate and assist the relevant Data Controller Party in relation to any such request or communication; and

25.2.3.5 not cause or permit the Agreement Data to be processed (including transferred) outside the United Kingdom and/or European Economic Area (the "**EEA**") without taking such steps and/or implementing such measure(s) as may be required to ensure that any transfer of Agreement Data is subject to

“adequate safeguard” in accordance with the Data Protection Laws;

- 25.2.4 such Host Force may arrange for the Home Office to host and/or provide support and related services for the operation and maintenance of the NABIS Database and those arrangements shall be in accordance with the separate arrangements between each of the Parties and the Home Office in relation to central and shared support and services;
- 25.2.5 it shall ensure that (in respect of processing related to the actual or potential input, correction, deletion or sharing of and/or access to its Own Data in the NABIS Database and/or IBIS Systems), it complies with the Data Protection Laws); and
- 25.2.6 it shall ensure that in respect of searches of the NABIS Database and/or IBIS Systems involving actual or potential access to the Personal Data input by one or more other Parties, it complies with the requirements of the Data Protection Laws and in respect of such data sharing between the Parties, each Party shall ensure that (to the extent relevant to the NABIS Database and/or IBIS System and the Personal Data in it/them and affected Data Subjects):
 - 25.2.6.1 all Data Subject(s) are made aware of the entities involved in any data sharing arrangements;
 - 25.2.6.2 all Data Subject(s) are made aware of the potential recipients or type(s) of recipient and the circumstances in which such recipient(s) will have access to Personal Data;
 - 25.2.6.3 all Data Subject(s) are made aware of what Personal Data is being shared and the purpose(s) for sharing such Personal Data with the other Party;
 - 25.2.6.4 all Personal Data is accurate, relevant, kept up to date and not excessive;
 - 25.2.6.5 all datasets are stored in the same, agreed format as the other Party (to be agreed on signature of this Agreement);
 - 25.2.6.6 appropriate technical and organisational security measures are put in place when any sharing of Personal Data takes place including for the transmission of the Personal Data and procedures for dealing with any of breach of the Agreement. In particular, each Party must:
 - (a) review what Personal Data their organisation receives from other organisation, ensuring that each Party is aware of its origin and whether any conditions are attached to its use;
 - (b) review what Personal Data their organisation shares with other organisation, ensuring that only those authorised have access to it and are aware of what it will be used for;
 - (c) assess whether it is sharing any Personal Data that is particularly sensitive and ensuring that it affords this Personal Data a suitably high level of security; and(d) consider the effect a security breach could have on Data Subject(s);
 - 25.2.6.7 adequate procedures are in place to deal with and respond to DPA and FOIA access requests, or complaints or queries, from the members of the public;

- 25.2.6.8 adequate procedures are in place for dealing with the termination of any data sharing arrangements, including the deletion of shared Personal Data or its return to the Party that supplied it originally;
- 25.2.6.9 agree common retention period(s) and deletion arrangement(s) with the other Party;
- 25.2.6.10 train staff so that they are aware who has authority to share Personal Data and in what circumstances this can take place; and
- 25.2.6.11 each Party's ICO notification on the Register of Data Controllers is updated to reflect the sharing arrangements with the other Party.

25.3 Any Liabilities incurred in relation to this **clause 25** shall be dealt with in accordance with **clause 18**.

26. **RECORDS**

26.1 Each Party shall keep adequate and comprehensive records and accounts to:

- 26.1.1 enable it to perform its obligations under this Agreement;
- 26.1.2 allow the Host Forces to perform their obligations under this Agreement;
- 26.1.3 to meet its statutory obligations and to comply with any requests from third parties; and
- 26.1.4 to comply with the requirements of the 'Management of Police Information' (MoPI) as agreed by Police Forces nationally.

26.2 The records set out at **clause 26.1** shall be freely available to the other Parties to this Agreement, the Senior Responsible Officer of NABIS, the Chief Constables' Council and the NABIS Governance Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide for a reasonable period of free access (in accordance with the Management of Police Information Guidance) to the other Parties to such records in so far as they relate to the Term of this Agreement.

27. **PUBLICITY**

In relation to publicity, announcements and advertising, the Parties shall comply with the National Communications Strategy and the Communications Protocol set out in **Schedule 8**.

28. **INTELLECTUAL PROPERTY**

28.1 The NABIS Governance Board shall agree the Party to retain all Intellectual Property Rights in relation to Material created for the purposes of the NABIS Activities, but the assumption as at the date of this Agreement is that the National Police Chiefs' Council shall be responsible for protecting the Intellectual Property Rights in any Material created for the purposes of this Agreement and the Parties agree that, unless the NABIS Governance Board recommends otherwise, the Intellectual Property Rights in the Material shall vest in the Chief Officer of West Midlands Police on behalf of the Chief Constables' Council.

28.2 If West Midlands Police Force withdraws from its position as a Host Force, the Parties shall seek to agree the appropriate Party to retain the Intellectual Property Rights with the intention that any Intellectual Property Rights shall transfer to the new host force, to be held on behalf of Chief Constables' Council.

28.3 The Chief Officer of West Midlands Police Force (or any other Party owning Intellectual Property Rights pursuant to **clause 28.1** or **28.2**) shall, where required and for the purposes of the NABIS Activities and the use of the NABIS Database and the IBIS System, grant all Parties a royalty free, perpetual non-exclusive, non-transferable licence to use the Intellectual Property Rights.

29. **AUDIT AND INSPECTION**

NABIS shall be subject to normal statutory audits or inspections in accordance with local and national arrangements and the Parties shall procure that NABIS shall make any documents available to public scrutiny where appropriate. This includes audit in performance of its ISO 17025 accreditation. The Parties shall, as required, provide such information and assistance in relation to such audits or inspections.

30. **COMPLAINTS**

30.1 All complaints shall be dealt with in accordance with local and national police policies and supervised where necessary by the independent structures within the Host Forces or externally by the Independent Police Complaints Commission as determined by the Head of Professional Standards.

30.2 Where civil litigation is commenced against NABIS, this will be dealt with by the Force Solicitor of West Midlands Police or any other relevant legal body at a national level if deemed appropriate or if the civil litigation relates to an employment claim, this shall be the responsibility of the Chief Officer, Policing Body or national legal body that employs the relevant individual.

31. **NOTICES**

31.1 Any demand notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be emailed to the recipient at its e-mail address marked for the attention of the Chief Officer.

31.2 Any such demand, notice or communication shall be deemed to have been duly served:

31.2.1 if given by e-mail it will be deemed to have been served, subject to **clause 31.2.2** below, at the time of sending the e-mail, which if outside 9am and 4pm on a Business Day will be deemed to be 9am on the following Business Day, provided that any notice served by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this **clause 31.2.1** and **clause 31.2.2**;

31.2.2 if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served.

32. **WAIVER**

32.1 The failure or delay by any Police Body in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other or further exercise of it or the exercise of any other right, power or remedy.

32.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

32.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

33. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

33.1 No term of this Agreement may be enforced by any person who is not entitled to it.

34. **INVALIDITY/SEVERABILITY**

34.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the laws of the jurisdiction and so that the amended clause complies with such laws.

34.2 If the Parties cannot agree upon the terms of any amendment or novation within 6 (six) months of the date upon which a clause is determined to be illegal or invalid then the Parties agree to submit the terms of the amendment or novation to an expert for determination. The Parties agree that the expert's decision in this respect shall be final and binding.

35. **ENTIRE AGREEMENT**

35.1 This Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Parties.

35.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of contract provided that this does not exclude any liability which any Party would otherwise have to another Party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for which the remedies available shall be all those available under the law given in this Agreement.

36. **EQUALITY AND DIVERSITY**

36.1 The Parties shall and shall procure that their employees agents and sub- contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

36.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement.

37. **FURTHER ASSURANCE**

37.1 The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

38. **GOVERNING LAW AND JURISDICTION**

38.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and without prejudice to **Schedule 4** (Dispute Resolution) each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

39. **CONTINUANCE IN FORCE**

39.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.

39.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each party accrued prior to such expiry or termination.

39.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

40. **COUNTERPARTS**

40.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

SCHEDULE 1

NABIS Detailed activities

Part 1 – Background to NABIS

The National Ballistics Intelligence Service went 'Live' in 2009 and has enabled the UK to operate one of the most integrated services for tackling gun crime in the world, and is in fact the model many countries wish to replicate.

NABIS operates a tripartite approach to a successful and dynamic service delivery to support forces to tackle gun crime. That is:

- Forensic examination 'in-house'
- Intelligence
- Knowledge & Communications

The 'fast time' ballistic analysis conducted by NABIS coupled with the ability to overlay ballistic information and intelligence to identify linked firearms, new threats and sources of supply enables senior investigating officers to make informed decisions about fast track investigative actions by working with a single joined-up agency to provide their ballistic firearms solutions.

Forensic analysis is delivered through four forensic hubs situated in London, Manchester, Birmingham and Glasgow providing intelligence concerning all ballistic material used in crime using the Integrated Ballistic Identification System (IBIS).

NABIS Intelligence tactical and strategic products support force and regional tasking products as well as the National Threat Assessments. Knowledge gained by NABIS is used to support the understanding of gun crime and inform the strategic direction of UK law enforcement as well as influence the development of legislation to prevent gun crime.

The NABIS MOU underpins NABIS services and provides a protocol by which firearms and ballistic material are identified for submission to NABIS as well as service levels they can expect.

Part 2 - NABIS Services

The services provided by NABIS are as follows:

- A registry of all firearms material recovered, seized or surrendered.
- Forensic analysis delivered through 4 forensic hubs situated in London, Manchester, Birmingham and Glasgow providing intelligence concerning all ballistic material used in crime.
- Fast time intelligence linking individual crimes within 24/48 hours in urgent cases and tactical & strategic intelligence products at a national and international level.
- A national database relating to people, incidents and locations involved in the Criminal Use of Firearms
- Operational support to forces in relation to major incidents such as the discovery of 'gun factories' and single shooter, multiple homicide events such as the Derrick Bird incident in Cumbria in 2010.
- Best practice advice, an international firearms tracing capability and identification of opportunities for legislative change.
- Support to the Criminal use of Firearms Group

The outcomes from these services enable:

- Linking of crimes, firearms and criminals
- Assisting the recovery of firearms
- Targeting the recovery of outstanding firearms
- Building effective coordination and cooperation of police force and agencies
- Providing an evidence based national picture
- Influencing legislative change and decision making based on factual data

Such services shall be provided in accordance with the standards set out in the Memorandum of Understanding.

Part 3 – Host Force Services to NABIS

Each of the Host Forces shall continue to provide those services for the benefit of NABIS that it provided prior to the date of this Agreement, which are summarised below.

Part A – Services provided by West Midlands Police

West Midlands Police shall provide the following services:

- The hosting of staff based at the Birmingham NABIS hub
- The provision of buildings for the Birmingham hub
- The provision of assets for the Birmingham hub
- The hosting of the NABIS Activities (save where this is a responsibility on Greater Manchester Police)
- HR support (incl L&D and Occupational Health)
- ICT
- Legal Services (where possible, and not in conflict between NABIS & the host force)
- Finance (incl Payroll, Procurement, Income and Insurance) including the holding of accounts
- Shared Services
- Scientific Support (Quality Assurance for UKAS accreditation)
- Health & Safety
- Professional Standards
- Corporate Services
- Property Services
- Fleet Services
- FOIA support

Part B – Services provided by Greater Manchester Police

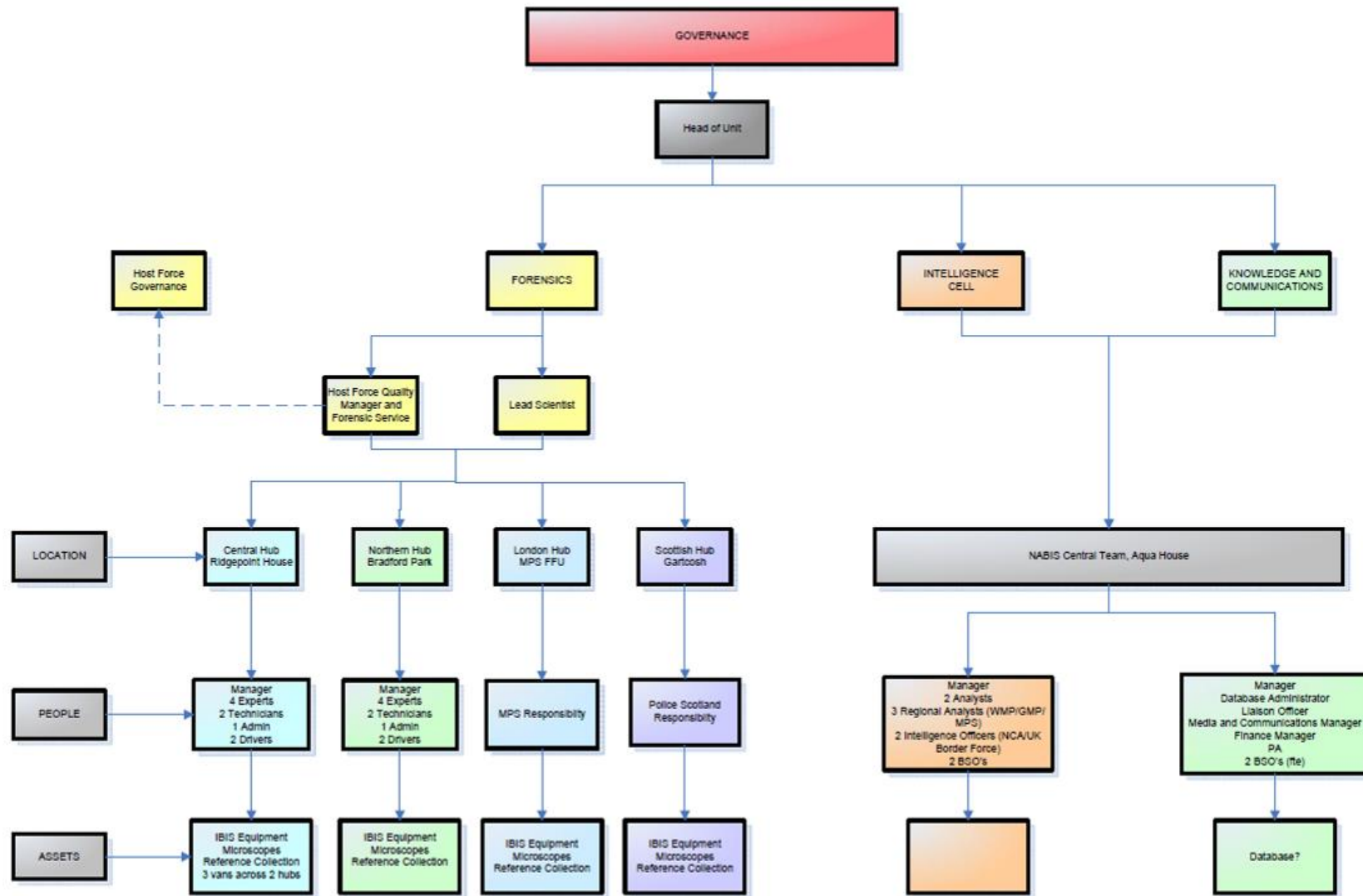
Greater Manchester Police shall provide the following services:

- The hosting of staff based at the Manchester NABIS hub
- The provision of buildings for the Manchester hub
- The provision of assets for the Manchester hub
- In relation to the staff and buildings in relation to Greater Manchester Police:
 - HR Support (including L&D and Occupation Health);
 - ICT;
 - Legal Services;
 - Finance (including payroll, procurement, income and insurance);

- Shared Services;
- Scientific Support (Quality Assurance for UKAS accreditation);
- Health and Safety;
- Professional Standards;
- Corporate Services;
- Property Services;
- Fleet Services;
- FOIA Support.

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(See next page for organisation structure)

Part 4 – NABIS Organisation Structure



SCHEDULE 2

Accountability and Governance

NABIS Governance Board Terms of Reference

1. Introduction

The National Ballistics Intelligence Service (NABIS) was established in 2008 as a means of providing fast time intelligence to UK law enforcement agencies in relation to the criminal use of firearms.

The Sec 22a Police Act Collaboration Agreement sets out the Governance arrangements between NABIS and the National Police Chiefs Council (NPCC).

2. Background

The Governance of NABIS from inception until the date of this Agreement has rested with a governance board comprising key partners and stakeholders. The chair of the Board is the Senior Responsible Officer (SRO) for NABIS.

All decisions made at the Board will be formally recorded and assist in the strategic direction of NABIS.

NABIS is a key component of the work undertaken by the NPCC Criminal Use of Firearms (CUF) business area and the NPCC CUF lead will have a place on the NABIS Governance Board, working closely in support of the SRO.

The structure of NABIS has been developed into three main work areas, namely NABIS Forensic Services, NABIS Intelligence cell and NABIS Knowledge and Communications.

3. NPCC CUF Steering and Practitioner Groups

NABIS is ultimately responsible to all stakeholders through the NPCC. The strategic governance is managed through the NPCC CUF work area who ultimately report to NPCC Crime business area.

NPCC CUF business is managed through a steering group made up of senior representatives from police forces and other partner law enforcement agencies. This group is chaired by the NPCC CUF lead officer; NABIS are a key member of this group.

Sitting below the steering group is the NPCC CUF practitioner group, which is typically constituted of Heads of CID, or operational leads from the police forces most affected by the criminal use of firearms together with other senior practitioners from partner agencies. The current chair of the practitioner group as at the date of this Agreement is also the NABIS Unit Head.

The practitioner group look to develop and share good practice, carry out research and make recommendations to the steering group on issues such as opportunities for legislative change, changes in working practice and opportunities for collaborative working. The practitioner group is also available to be tasked as appropriate by the steering group to carry out specific projects.

Support to the CUF practitioner group is provided from within NABIS. The NPCC CUF lead is able to task work directly to NABIS and it's accepted that the work of CUF is broader than the functions provided by NABIS.

4. NABIS Governance Arrangements

The Collaboration agreement sets out the standards of service delivery between NABIS and Police forces.

Decisions around the strategic direction of NABIS will be approved at NABIS Governance Board.

The Chair of the Governance Board will have the final decision should there be any differences of opinions in respect of the strategic direction of NABIS, funding issue or purchase of equipment (where this is a matter to be approved by the NABIS Governance Board in accordance with clause 9). If the Chair believes the matter should be considered by Crime Business Area or Chief Constables' Council then the matter shall be deferred until direction is received from one of these areas of business.

As NABIS does not have its own legal entity NPCC has agreed that West Midlands Police (WMP) will act as the lead host force for NABIS. The Collaboration agreement sets out service standards between NABIS and the host forces.

If there are any decisions for consideration at the Governance Board that have an adverse impact on the NABIS Host Forces (West Midlands Police & Greater Manchester Police) then time will be allowed for full consultation with the Host Forces in respect of those issues. Both Host Forces are represented on the Governance Board as is the Lead Host PCC's Office (WMP).

It is accepted that the running of an operational capability should not lie with an NPCC business area.

NABIS provides an operational capability on a full time basis, ranging from the forensic results delivered from the NABIS hubs through the advanced analytical products produced by the intelligence cell to the facilitating of operational activity.

It is therefore necessary to delineate between the roles of the NPCC CUF lead and the NABIS SRO Lead and to develop a governance structure which provides transparency and clear definition of responsibility.

The NABIS Governance Board ensures a wide stakeholder representation and appropriate specialist and professional involvement. The NABIS Governance Board will provide advice and support to the NABIS SRO, NPCC CUF lead and Head of Unit.

This NABIS Governance Board will meet on a six monthly basis and oversee the service delivery of NABIS, ensuring that it meets stakeholder requirements and provides strategic direction.

5. **Operational Co-ordination**

Responsibility for managing routine operational activity lies with the Head of NABIS who reports directly to the NPCC CUF Lead Officer and NABIS Senior Responsible Officer. They will look to ensure that forces and other agencies are made aware of enforcement opportunities that arise as the result of NABIS intelligence work and to encourage and help facilitate an operational response to target those individuals and groups involved in the illegal manufacture, conversion and supply of firearms ensuring that opportunities are not lost.

The NPCC leads in respect of CUF and NABIS respectively will meet on a regular basis to share good practice, oversee operational matters, to ensure that there is a joined up approach and consistency in decision making.

6. **Constitution of the NABIS Governance Board**

It is not feasible to have every force or agency represented on the NABIS Governance Board. The forces who experience higher levels of gun crime and the Host Forces have been selected to represent UK Policing at the NABIS Governance Board.

If any force, agency or PCCs Office not represented wish to raise an issue for the NABIS Governance Board to consider then they can contact any member of the NABIS Governance Board, the NABIS Senior Responsible Officer or Head of NABIS.

Below is the composition of the NABIS Governance Board:

- Chair of Group - NABIS Senior Responsible Officer
- NPCC CUF lead - to provide continuity between CUF work and NABIS. To provide direction for NABIS in support of the SRO.
- WMP PCC Office - Lead PCC for NABIS to provide advice and support on the strategic direction on NABIS. To provide a conduit between NABIS and the PCC's nationally.
- Resources Director (WMP) - Essential to oversee financial and legal matters in respect of West Midlands Police role as Host Force.
- NCA Intelligence Lead - Providing strategic support and input to NABIS from the NCA perspective and to identify opportunities for international work to reduce the threat to the UK.
- Unit Head, NABIS - Providing update on performance, issues arising and future developments.
- NABIS Lead Scientist - to provide input on NABIS forensic work. To provide an update on the forensic services working group, recommendations and implementation.
- NABIS Intelligence Cell manager - to provide input on intelligence work and emerging trends.
- NABIS Knowledge and Communication manager - to provide input from TNIAG, NABIS database, legislative change requirements and good practice development.
- Police Scotland representative - covering NABIS issues in Scotland and representative of Scottish hub.
- PSNI representative - covering firearms issues in PSNI and enhanced engagement with NABIS.
- Home Office- to provide guidance on government policy and direction, opportunities for legislative changes and advice on the NABIS database maintenance, upgrades and changes.
- ACC's with responsibility for the criminal use of firearms in West Midlands, Merseyside, Greater Manchester Police, West Yorkshire and DAC in the Metropolitan Police (if the SRO changes) - to provide advice and support on the strategic direction of NABIS.

7. **Independent Governance Board Advisor**

- Forensic Science Regulator - to provide advice on Quality Management and accreditation requirements for the NABIS Hubs.

Membership shall therefore provide access to specialist knowledge in relevant key areas such as finance, forensics, intelligence and criminal investigation matters as well as holding NABIS to account for service delivery.

8. **Terms of reference for Governance Board**

The NABIS Governance Board will provide decision making, oversight, strategic direction, advice and support on the following issues:

- Accountability of NABIS for operational performance and service delivery
- Future developments
- Funding and Finance strategy and management
- Professional standards and accreditation
- Future ballistic forensic service provision nationally
- NABIS database conformity and upgrades
- Best practice advice and support
- Making best use of intelligence produced
- European and International integration and intelligence sharing

9. **Sub Groups**

In addition to the Operations Group there are two further NABIS sub groups, namely:

- Intelligence user group
- Themed National Independent Advisory Group (TNIAG).

10. **Intelligence User Group**

This group is chaired by the NABIS intelligence lead who will cover updates to the database, user feedback and wider intelligence issues.

11. **TNIAG**

The Themed National Independent Advisory Group (TNIAG) is concerned with all aspects of the criminal use of firearms and the groups chair reports directly to the NPCC CUF steering group. The NABIS knowledge and communications lead supports the work of the TNIAG.

12. **Staffing & HR**

Responsibility for all personnel, health and safety and employment issues for staff employed in the NABIS hubs lies completely with the police forces who host the hubs. Responsibility for personnel that constitute the central team lies with West Midlands Police as the host force. Day to day management and ensuring compliance with host force policies rests with the Head of Unit.

SCHEDULE 3

Licences

All licences and leases held on behalf of NABIS are held by the respective Host Forces under agreement with the host forces, as NABIS is not a legal entity and cannot enter into contractual arrangements of itself.

This Schedule includes the Rental Lease for NABIS Accommodation held between the NCA and WMP on NABIS' behalf (below)

DATED 28TH OCTOBER 2014

(1) The National Crime Agency

And

(2) Police and Crime Commissioner for West Midlands

LICENCE TO OCCUPY

for the use of part of Fourth Floor, Spectrum House, Edmund Street, Birmingham

THIS LICENCE is made on the First day of 2014

BETWEEN

- (1) THE NATIONAL CRIME AGENCY, henceforth NCA, ("the Licensor"); and
- (2) POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS (the Licensee"),

1. In this Licence the following expressions have the following meanings:

"the Offices" means part 4th Floor within the Building the current location which is shown hatched brown on the attached plan and measures approximately 180 square metres

"the Building" means Spectrum House, Edmund Street, Birmingham

"the Agreed Period" means a period from the date hereof until determined in accordance with the terms hereof

"the Works" means the works to be carried out by the Licensee to the Offices as set out in the Scope of Works attached to this Licence.

2. The Licensor PERMITS the Licensee to use the Offices for the Agreed Period subject to the terms of this Licence
3. The Licensee shall pay to the Licensor the licence fee of £50,000 p.a. ("the Licence Fee") in advance in four equal instalments on the usual quarter days such fee to include the cost of any utilities consumed at the Offices by the Licensee in connection with their business
4. The Licensor agrees with the Licensee that throughout the Agreed Period the Licensee will be permitted to exercise the rights set out in the Second Schedule
5. The Licensee agrees with the Licensor to observe the obligations contained in the First Schedule
6. The Licensor agrees with the Licensee to observe the obligations contained in the Third Schedule
7. Subject to paragraph 8 either party may at any time after the date hereof and upon 3 months prior written notice to the other party terminate this Licence and upon expiry of such notice the Licensee shall remove its property from the Offices but without prejudice to any antecedent claim or breach of obligation hereunder by either party. Provided that no notice given to the Licensor by the Licensee shall mean that the Licensee shall have any longer period of notice to vacate the Building than any period of notice served on the Licensor by any body holding an interest superior to that of the Licensor and any notice which has previously been served on the Licensee shall accordingly be reduced by such an appropriate time period as required to comply with the foregoing provisions of this proviso. This Licence shall automatically come to an end two days in advance of the Licensor's occupation of the Building howsoever determined.
8. Any notice served by the Licensee pursuant to paragraph 7 above shall be of no effect if at the date of termination:
 - 8.1 the Licensee is in arrears of the Licence Fee; and
 - 8.2 the Licensee fails to give up occupation of the Offices.

9. Subject to the Licensee having paid the Licensee Fee up to the date of termination the Licensee may terminate this Licence on 30 days notice if the Offices or the essential services thereto are destroyed or damaged such that they are unfit for occupation and use or inaccessible.
10. Nothing herein contained shall create the relationship of landlord and tenant between the parties hereto nor shall the Licensor be required to provide any facilities to the Offices save as expressly stated herein.
11. Any notice in writing under this Licence to be served on the Licensee shall be treated as effectively served if and only if addressed to the Licensee and served upon Police and Crime Commissioner for West Midlands of Lloyd House, Colmore Circus, Queensway, Birmingham, B4 6NQ or upon such other person at such other address as the Licensee may from time to time appoint for that purpose and any notice in writing to the Licensor shall be treated as effectively served and if through the post and addressed to the Licensor at Estates & Organisational Services, PO Box 58357, London NW1W 9JZ for the attention of the Head Estates Asset Management
12. The Licensor can relocate the Licensee to any other room or area offering comparable space to the offices at the date hereof, in the Building upon 3 months prior notice in writing and the parties will enter into a licence for the new space on the same terms as this licence for the remainder of the term of this licence.
13. The Licensor is to refund to the Licensee any Licence Fee paid by the Licensee in advance and relating to any period after the termination of the Licence however it ends.
14. The Licensor agrees to the Licensee carrying out the Works subject to and on the terms set out in the Fourth Schedule.

AS WITNESS the hands of duly authorised of the parties the day and year first above written

THE FIRST SCHEDULE

- 1 Not to permit alcohol to be brought into the Building or to be consumed therein
- 2 To comply with the legally required no smoking regulations and not to permit illegal substances to be taken within the Building
- 3 Not to assign the benefit of this Agreement and not to use the Offices for any other purposes other than for the Licensee's normal business
- 4 Not to permit the connection of any electrical appliance to the Building's circuits unless the appliance displays evidence of portable appliance testing certification obtained within the previous 12 months
- 5 Not to interfere with or connect into the Building's electrical circuits without specific permission in writing from the Licensor (such permission not to be unreasonably withheld or delayed) and generally to comply with the Licensor's requirements in respect of any facilities or equipment provided or installed in the Offices
- 6 Not to allow cooking within the Offices
- 7 To provide sufficient emergency first-aid expertise and equipment in order to discharge the Licensee's statutory responsibilities

- 8 To pay for or undertake the repair of any property or equipment belonging to or in the possession of the Licensor which may be damaged by the Licensee or any visitors to the Offices with the express or implied authority of the Licensee
- 9 To indemnify the Licensor and its employees from all damages actions claims interest cost charges expenses and demands which may be suffered through any breach of the terms hereof or the negligence of the Licensee or any employees agents or invitees
- 10 Not to permit the Offices to be filled beyond their safe capacity for fire escape or other purposes nor otherwise to overload structure or floors of the Offices nor to permit the Offices to be used otherwise than in compliance with the Licensor's space planning policies for the Building from time to time as notified by the Licensor to the Licensee
- 11 Not to permit gambling within the Offices
- 12 To keep the Offices clean and tidy and to not cause damage to them.
- 13 To indemnify the Licensor against all claims against the Licensor arising in respect of or as a result of the Works
- 14 Not to obstruct any gates or fire escapes serving the Building at any time
- 15 To ensure that all persons in the Offices expressly or by implication with the authority of the Licensee carry at all times identification badges issued by the Licensee for inspection by the Licensor or any police officer at any time and that any such persons who shall work regularly in the Offices shall prior to commencing to do so submit themselves for clearance for security purposes by the Licensor in accordance with its security policies for the Building
- 16 To indemnify the Licensor against all claims whatsoever or howsoever arising as a result of the Licensee's use of the Offices.
- 17 Not to do any act or make any omission in respect of the Licensee's use of the Offices which may damage the Offices or Building.
- 18 To comply with any regulations relating to health and safety within the Building made by the Licensor from time to time
- 19 For the avoidance of doubt the Licensee shall have access to the office 24 hours a day, 7 days a week, 365 days a year
- 20 To comply with the tenants covenants as to the use and occupation (save for the payments of rent under that Lease) of the Building contained within the lease by which the Licensor occupies the Building

THE SECOND SCHEDULE

- 1 In common with the Licensor and the other rightful occupiers of the Building the use at all times of the roadways paths forecourts entrance hall corridors staircases lifts and other common parts of the Building for the purpose of access to and from the public highway to and from the Offices SUBJECT to compliance by the Licensee with the Licensor's security requirements and procedures for the Building
- 2 The right to a continuous supply of electricity light and central heating to the Offices

- 3 The use of any toilets within the Building
- 4 The right of access to other parts of the Building where reasonably required to enable the installation repair maintenance and upgrading of the telecommunications and information technology required by the Licensee for use at the Offices
- 5 To use such other facilities in the Building (including the canteen refuse bins shower and changing facilities and photocopiers) as are reasonably necessary for use of the Offices by the Licensee

THE THIRD SCHEDULE

- 1 The Licensor agrees not to do or authorise to be done in the Building any act which would or might interfere with or damage the Licensee's property contained within the Offices
- 2 The Licensor shall keep the Offices regularly cleaned and in a good and tenable state of repair and decoration
- 3 The Licensor shall comply with all current and future statutes and regulations applicable to the Building
- 4 The Licensor shall enforce the covenant in the Superior Lease that the Superior Landlord will insure the Building against the usual commercial risks and public liability and shall notify the Licensee of any regulations policies or requirements of insurers which affect the Offices or the Building

THE FOURTH SCHEDULE

1. The Licensee must
 - a. obtain all necessary consents and approvals prior to carrying out the Works;
 - b. notify the Licensor of the date it intends to commence the Works;
 - c. carry out the Works:
 - i. using good quality materials that are fit for the purpose for which they will be used;
 - ii. in a good and workmanlike manner in accordance with good building and other relevant practices; and
 - iii. to the reasonable satisfaction of the Licensor.
 - d. in carrying out the Works the Licensee must comply with all relevant laws and the terms of all necessary consents and approvals;
 - e. cause as little disturbance as reasonably possible to the Licensor, its employees, agents, contractors, invitees and others present at the Building;
 - f. make good as soon as reasonably possible any damage caused to the Building by the carrying out of the Works to the satisfaction of the Licensor;
 - g. allow the Licensor access to the Offices to supervise the Works.
2. The Works will be at the sole risk of the Licensee and the Licensor shall be under no obligation to insure the Works.

3. Prior to the end of the Agreed Period (howsoever it ends) if required by the Licensor and notified in writing at least three months prior to the end of the Agreed Period the Licensee shall remove the Works and reinstate the Offices and make good any damage caused by the Licensee and leave the Offices clean and tidy.
4. The removal and reinstatement costs of the Works shall be at the sole cost of the Licensee.
5. The Licensee must make good any damage caused to the Building by the removal and reinstatement of the Works.
6. On completion of the Works the Licensee shall provide to the Licensor such "as built" plans, drawings and certification as required by the Licensee.

SIGNED for and behalf of NCA

Name 

Position HEAD OF ESTATES ASSET MANAGEMENT

Date

SIGNED for and behalf of Police and Crime Commissioner for West Midlands

Name

Position

Date

SCHEDULE 4

Dispute Resolution

1. Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 4**.
2. The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
3. In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
 - (a) a Party shall provide to the Head of NABIS written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documents. On service of the Dispute Notice, the Head of NABIS shall attempt to resolve the dispute;
 - (b) if the Head of NABIS is for any reason unable to resolve the dispute within 30 days of service of the dispute notice, the dispute shall be referred to the NABIS Governance Board who shall attempt in good faith to resolve it;
 - (c) if the NABIS Governance Board is for any reason unable to resolve the dispute, the dispute shall be referred to the National Police Chiefs' Council who shall attempt in good faith to resolve it;
 - (d) if for any reason the National Police Chiefs' Council is unable to resolve the dispute within 30 days of it being referred to them the Police Bodies shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure ("Model Procedure");
 - (e) if the Parties are still unable to resolve the matter any of them may refer the matter for determination by the Secretary of State; and
 - (f) to initiate a mediation; a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this **Schedule 4**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
4. The procedure in the Model Procedure will be amended to take account of:
 - (i) any relevant provisions in this Agreement;
 - (ii) any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
5. If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Police Bodies (having first consulted with them).
6. The mediation will start no later than 21 days after the date of the ADR Notice.
7. No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule 4** is being applied.

SCHEDULE 5

Funding

PART A: GENERAL DESCRIPTION OF THE FUNDING

Funding

1. NABIS is funded solely from contributions made from PCC funds of the 43 police forces of England and Wales based on annual HO ONS data linked to the levels of gun crime within individual forces.
2. Forces are individually assessed against this criteria on an annual basis and re-charged accordingly. The levels of contribution from forces therefore changes each year according to the levels of gun crime within force.
3. There is no obligation upon Host Forces to fund NABIS as an organisation beyond the contribution of that Host Force which relates to the NABIS Funding Formula (save in relation to that Parties Agreed Liability Share).
4. Separate funding arrangements are in place for the Metropolitan Police Service and Police Scotland, who both pay a flat rate subscription fee to access the NABIS database linked to their level of Gun Crime, but, otherwise pay their own costs for forensic examination.

Budget Arrangements

5. No Capital funding stream currently exists for NABIS. NABIS will continue to attempt to identify a capital funding stream.
6. This represents a risk in terms of identifying a suitable source of funding for future upgrading or replacement of assets, however this is a risk for all NABIS stakeholders, not WMP as host force. If any new assets are required the provisions of clause 9.5 of this Agreement shall apply.
7. Funding arrangements are in place until 2017 to finance the payment of the IBIS warranty schedule for the NABIS Integrated Ballistic Identification System which is used in the forensic hubs. Beyond this date, separate funding arrangements will need to be made via NABIS stakeholders.
8. NABIS retains the right to exercise full financial control and flexibility of existing funds in order to respond to, and meet, the current demands to the service.
9. NABIS funds are held by WMP on behalf of NABIS within the current governance and probity arrangements of the host force and NABIS, however WMP do not retain ownership of monies.
10. NABIS will produce an annual budget overview.
11. As part of standard Host Force accounting arrangements the Host Force will hold, but not own funds on behalf of NABIS and produce financial accounts on behalf of NABIS.

PART B: CALCULATION OF THE NABIS FUNDING FORMULA

- 11.1 A Policing Body's (but excluding the Metropolitan Police Service and any Non Funding Party) contribution towards NABIS which shall be paid in each Financial Year shall be made up of 2 elements:

- A *usage fee (A)* based on a force's level of firearm offences compared to the national total¹ both of which shall be calculated by reference to the firearms offences recorded by the Office for National Statistics in the most up to date report for the Financial Year immediately preceding the Financial Year for which the calculation is being made (the "Firearms Proportion"). The Firearms Proportion of each force shall be applied to the agreed amount approved by the NABIS Governance Board; and
- A *banding fee (B)* calculated by reference to the Firearms Proportion (as per table 1) in paragraph 11.6 of this Schedule 5.

11.2 The NABIS Funding Formula is as follows;

Individual Force Contribution = Usage Fee (A) + Banding Fee (B)

11.3 The NABIS Funding Formula ensures that:

- All forensic submissions to NABIS are free at the point of submission – i.e. there is no disincentive for forces to submit forensic items to NABIS, allowing senior investigating officers to make decisions on forensics without thinking about how much it costs. This ensures that a true picture of risk is known.
- Forces with higher levels of gun crime pay more towards NABIS than forces with lower levels of gun crime.

11.4 Contributions may change from year to year in line with the number of recorded offences within an individual force.

11.5 An example of the contributions to be paid by each Policing Body is set out in Part C of this Schedule 5 which has been calculated from the averages of the previous 5 years of contributions. Final contributions shall be notified to each of the Policing Bodies in accordance with **clause 13**.

11.6 **Bandings**

Table 1: Showing bandings applied to a range of firearm offences.

Banding	Firearm Offences	Contribution Fee
Band A	20%+	£100,000
Band B	10% - 20%	£50,000
Band C	2.0% - 10.0%	£25,000
Band D	1.0% - 2.0%	£20,000
Band E	0.25% - 1.0%	£15,000
Band F	0.0% - 0.25%	£6,000

11.7 **Examples of Force Contributions 2015/16:**

Example 1: Force A

¹ Taken from the number of firearms offences (excluding air weapons) published by the Office for National Statistics (ONS) in the 'crime statistics, focus on violent crime and sexual offences' report and taken from data reported to the Home Office by forces. The percentage is adjusted to remove the MPS offences (see below).

Force A: 540 offences; NPCC total: 4,845 offences; 16.6% (adjusted)

Force contribution: 16.6% usage fee + banding 'B'
£120,986 (A) + £50,000 (B)

£170,986 force contribution in 2015/16

Example 2: Force B

Force B: 18 offences; NPCC total: 4,845 offences; 0.55% (adjusted)

Force contribution: 0.55% usage fee + banding 'E'
£4,033 (A) + £15,000 (B)

£19,033 force contribution in 2015/16

The Metropolitan Police Service pays a flat annual fee of £100,000².

PART C: EXAMPLE FUNDING CONTRIBUTION FOR 2016/2017

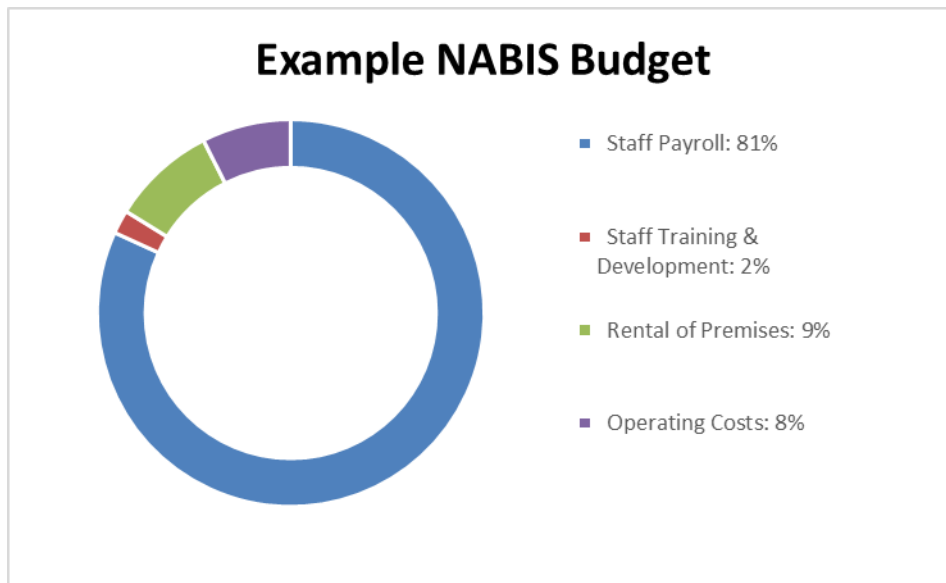
Police Force	Average Annual Funding Contribution (5-Year average)	Warranty Contribution (from 2016/17)	Example Force Contribution (from 2016/17)
Avon & Somerset	£40,976	£4,477	£45,453.88
Bedfordshire	£35,508	£3,880	£39,387.97
Cambridgeshire	£25,146	£2,748	£27,894.10
Cheshire	£31,251	£3,415	£34,665.51
Cleveland	£18,687	£2,042	£20,729.42
Cumbria	£21,116	£2,307	£23,423.07
Derbyshire	£33,895	£3,704	£37,598.82
Devon & Cornwall	£41,720	£4,559	£46,278.93
Dorset	£21,803	£2,382	£24,185.32
Durham	£18,247	£1,994	£20,241.35
Dyfed-Powys	£13,761	£1,504	£15,264.32
Essex	£52,443	£5,730	£58,173.75
Gloucestershire	£24,419	£2,668	£27,087.33

² The Metropolitan Police Service pays a flat rate of £100,000, as it delivers its own forensic function and as such does not have a 'usage fee'.

Greater Manchester	£138,457	£15,129	£153,586.06
Gwent	£22,040	£2,408	£24,448.69
Hampshire	£35,825	£3,915	£39,739.29
Hertfordshire	£22,073	£2,412	£24,485.36
Humberside	£31,989	£3,495	£35,483.89
Kent	£27,565	£3,012	£30,576.49
Lancashire	£50,433	£5,511	£55,943.81
Leicestershire	£38,506	£4,208	£42,713.83
Lincolnshire	£18,509	£2,022	£20,531.09
Merseyside	£69,318	£7,574	£76,891.85
Metropolitan	£100,000	£0	£100,000.00
Norfolk	£14,049	£1,535	£15,584.18
North Wales	£19,938	£2,179	£22,116.86
North Yorkshire	£18,934	£2,069	£21,003.14
Northamptonshire	£35,248	£3,851	£39,099.06
Northumbria	£27,825	£3,040	£30,865.94
Nottinghamshire	£46,023	£5,029	£51,051.60
South Wales	£26,153	£2,858	£29,010.67
South Yorkshire	£51,171	£5,591	£56,761.90
Staffordshire	£25,687	£2,807	£28,493.79
Suffolk	£19,004	£2,077	£21,080.82
Surrey	£30,785	£3,364	£34,149.05
Sussex	£29,419	£3,215	£32,633.48
Thames Valley	£54,739	£5,981	£60,720.60
Warwickshire	£29,419	£3,215	£32,633.57
West Mercia	£31,360	£3,427	£34,786.44

West Midlands	£180,413	£19,714	£200,127.00
West Yorkshire	£70,780	£7,734	£78,513.68
Wiltshire	£20,299	£2,218	£22,516.99
Total:	£1,664,932	£171,000	£1,835,932

PART D: ANTICIPATED SHARE OF INCOME



SCHEDULE 6

Agreed Liability Share

Police Force	Force Liability (Forensics)	Force Liability (non-Forensics)
Avon & Somerset	2.6%	2.5%
Bedfordshire	2.3%	2.1%
Cambridgeshire	1.6%	1.5%
Cheshire	2.0%	1.9%
Cleveland	1.2%	1.1%
Cumbria	1.3%	1.3%
Derbyshire	2.2%	2.1%
Devon & Cornwall	2.7%	2.5%
Dorset	1.4%	1.3%
Durham	1.2%	1.1%
Dyfed-Powys	0.9%	0.8%
Essex	3.3%	3.2%
Gloucestershire	1.6%	1.5%
Greater Manchester	8.8%	8.4%
Gwent	1.4%	1.3%
Hampshire	2.3%	2.2%
Hertfordshire	1.4%	1.3%
Humberside	2.0%	1.9%
Kent	1.8%	1.7%
Lancashire	3.2%	3.0%
Leicestershire	2.5%	2.3%
Lincolnshire	1.2%	1.1%

Merseyside	4.4%	4.2%
Metropolitan	0.0%	5.4%
Norfolk	0.9%	0.9%
North Wales	1.3%	1.2%
North Yorkshire	1.2%	1.1%
Northamptonshire	2.2%	2.1%
Northumbria	1.8%	1.7%
Nottinghamshire	2.9%	2.8%
South Wales	1.7%	1.6%
South Yorkshire	3.3%	3.1%
Staffordshire	1.6%	1.6%
Suffolk	1.2%	1.1%
Surrey	2.0%	1.9%
Sussex	1.9%	1.8%
Thames Valley	3.5%	3.3%
Warwickshire	1.9%	1.8%
West Mercia	2.0%	1.9%
West Midlands	11.5%	10.9%
West Yorkshire	4.5%	4.3%
Wiltshire	1.3%	1.2%
Total:	100.0%	100.0%

SCHEDULE 7

Human Resources

NABIS Staff Establishment	Host Force / Agency	No. of Posts (fte)
Head of Unit	WMP	1.0
Lead Scientist	WMP	1.0
Central Forensic Hub (WMP)		
Senior Expert Technician	WMP	1.0
Expert Technician	WMP	1.0
Expert Technician	WMP	1.0
Expert Technician	WMP	1.0
Expert Technician	WMP	1.0
Technician	WMP	1.0
Technician	WMP	1.0
Hub Administrator	WMP	1.0
Driver	WMP	1.0
Driver	WMP	1.0
Northern Forensic Hub (GMP)		
Senior Expert Technician	GMP	1.0
Expert Technician	GMP	1.0
Expert Technician	GMP	1.0
Expert Technician	GMP	1.0
Expert Technician	GMP	1.0
Technician	GMP	1.0
Technician	GMP	1.0
Hub Administrator	GMP	1.0
Driver	GMP	1.0
Driver	GMP	1.0
Intelligence Cell		
Intelligence Manager	NCA	1.0
Intelligence Analyst	WMP	1.0
Intelligence Analyst	WMP	1.0
Intelligence Analyst	WMP	1.0
Intelligence Officer	NCA	1.0
Intelligence Officer	UK Border Force	0.5
Intelligence Analyst	GMP	1.0
Intelligence Analyst	MPS	1.0
Business Support Officer	WMP	1.0
Business Support Officer	WMP	1.0
Knowledge & Comms		
Head of Knowledge & Comms	WMP	1.0
Database Administrator	WMP	1.0
Information Assurance Officer	WMP	1.0
Liaison Officer	WMP	1.0
Media & Communications Manager	WMP	1.0
Business Services Manager	WMP	1.0
Secretary	WMP	1.0
Business Support	WMP	0.6

Business Support	WMP	0.4
Head of Unit		1.0
Forensic Services (Total)		21.0
Intelligence Cell		9.5
Knowledge & Comms (Total)		8.0
NABIS Staff Total :		39.5

SCHEDULE 8

Communications Protocol

The NABIS Communications Strategy which is in existence and as updated and as amended from time to time.

The current version of the NABIS Communications Strategy as at the date of this Agreement is set out below.



National Ballistics Intelligence Service (NABIS)

Communications Policy

Date: 1st February 2017

Review Date: February 2020

Version: V3 Final

Policy Owner: Head of NABIS

Policy Manager: NABIS Communications Manager

Approver: Head of Operational Support

Force Diversity Vision Statement and Values

“Eliminate unlawful discrimination, harassment and victimisation.

Advance equality of opportunity and foster good relations by embedding a culture of equality and respect that puts all of our communities, officers and staff at the heart of everything we do. Working together as one we will strive to make a difference to our service delivery by mainstreaming our organisational values”

All members of the public and communities we serve, all police officers, special constables and police staff members shall receive equal and fair treatment regardless of, age, disability, sex, race, gender reassignment, religion/belief, sexual orientation, marriage/civil partnership and pregnancy/maternity. If you consider this policy could be improved for any of these groups please raise with the author of the policy without delay.”

Code of Ethics

NABIS is committed to ensuring that the Code of Ethics is not simply another piece of paper, poster or laminate, but is at the heart of every policy, procedure, decision and action in policing. The Code of Ethics is about self-awareness, ensuring that everyone in policing feels able to always do the right thing and is confident to challenge colleagues irrespective of their rank, role or position. Every single person working in NABIS is expected to adopt and adhere to the principles and standards set out in the Code. The main purpose of the Code of Ethics is to be a guide to "good" policing, not something to punish "poor" policing.

The Code describes nine principles and ten standards of behaviour that sets and defines the exemplary standards expected of everyone who works in policing. Please see http://www.college.police.uk/docs/Code_of_Ethics.pdf for further details.

The policy contained in this document seeks to build upon the overarching principles within the Code to further support people in the organisation to do the right thing.

The Data Protection Act 1998 (DPA) is enforced within NABIS. In conforming with the Data Protection Act 1998 staff must ensure that data is protected at all times, including being disposed of in a confidential manner. NABIS is responsible for enforcing the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which promotes openness and accountability within the Public Services, allowing members of the public to access information held by NABIS.

A formal policy review will be conducted every 36 months starting 13th January 2017. This policy will be continuously monitored by the NABIS Operational Support Team, with an overview by the Head of Operational Support in the event that any interim change is required. Any review will include NABIS Senior Leadership Team (SLT) and stakeholders relevant at the time of review.

Policy Definition

This document sets out the communications policy for NABIS.

Key Points

- NABIS offers a first class capability to the police forces of the UK in relation to ballistics and firearms forensics intelligence.
- We work with law enforcement partners to keep gun crime levels low and help support legislative change to protect the public and our lawful firearms communities

Introduction

The UK has an established 'zero tolerance' culture in respect to the illegal possession and use of firearms. However, the culture among criminals is one where the possession and use of firearms can facilitate criminal activity and increase their status in the criminal world.

The National Ballistics Intelligence Service (NABIS) was created as a key component in the UK's strategy to reduce firearms criminality. Our mission is to provide a national centre of excellence in relation to forensic science, intelligence and knowledge around the use, supply, distribution and manufacture of illegal firearms and ammunition.

We aim to ensure that the UK is in the best possible position to allow UK law enforcement agencies to quickly solve crimes where firearms have been used, to identify the few individuals who actively import, store and supply illegal firearms and to track down the people involved in illegally converting or adapting firearms.

NABIS works in partnership with its stakeholders to reassure the public and keep our communities safe. We support the important national work carried out by the NPCC and law enforcement partners.

NABIS

***“Every gun tells a different story...
...NABIS is the key to unlocking those stories”***

The Strategy.

Through planned and reactive media activity we will use a range of communication methods to ensure NABIS is recognised as the UK’s primary professional, responsive and comprehensive intelligence service combating the criminal use of firearms.

By communicating with internal and external audiences in a consistent and clearly branded way, we will reinforce NABIS’ prime focus of providing a national intelligence capability in relation to the criminal use of firearms.

This is founded on a dynamic fast time forensic intelligence capability combined with a multi-agency intelligence team evaluating and developing tactical and strategic intelligence products. Supported by an integrated Operational Support Unit to develop and enhance professional practice, media and communications and legislative change, as well as delivering National Policing Criminal Use of Firearms (CUF) activity.

We will assist police forces and other key partners to promote their initiatives in tackling gun crime and reassure the public.

Our Objectives.

- 1) To ensure our staff, partners and stakeholders feel knowledgeable about what we do and why we do it, recognising the part they play in contributing to, and using, NABIS to the best effect.
- 2) To encourage all law enforcement professionals, stakeholders and partner agencies to highlight their work with NABIS at a local level, thus ensuring consistent awareness of our work.
- 3) Where appropriate, to promote the work of NABIS to the general public, through the NABIS website, national and local media and law enforcement partners (e.g. IAG) engagement.
- 4) To make a positive and significant contribution to the reduction of the criminal use of firearms in the UK.

- 5) To ensure we are seen to use the intelligence that has been gathered to lead proactive work to prevent and detect the importation and manufacture of illegal firearms and ammunition.
- 6) To ensure that stakeholders receive information through a range of targeted channels including correspondence, briefings, training sessions and visits to the NABIS hubs.
- 7) To promote the work of NABIS to staff and the police service by highlighting the policies and operational activity we have been involved in.
- 8) To communicate the Memorandum Of Understanding (MOU) between NABIS and police forces and law enforcement agencies to ensure that, as stakeholders, they gain maximum capability and value from NABIS services in order to reduce cost and effectively target offenders and Organised Crime Groups (OCGs)
- 9) To build confidence in the work being done to tackle the criminal use of firearms with the Public, Police & Crime Commissioners, external stakeholders and partners.

This strategy will shape our communications programme and the way that NABIS communicates with people and organisations both nationally and internationally. It will set standards to ensure the consistency and quality of approach.

Key Messages.

External audiences.

- NABIS is the only comprehensive national ballistics intelligence service in the world.
- NABIS is unique in that it is able to harness leading-edge science, intelligence and subject knowledge to tackle this harmful and socially unacceptable criminality.
- NABIS works with the police forces of England, Scotland and Wales as well as the Police Service of Northern Ireland (PSNI) and partner law enforcement agencies to deliver a world class firearms intelligence capability combining science, intelligence and knowledge.
- NABIS has been instrumental in enabling law enforcement to understand the true extent and nature of gun crime by analysing weapons and ballistic material, and linking them with previous crimes and incidents.
- NABIS is able to provide trend and pattern analysis to police forces and law enforcement agencies, which in turn enables them to take forward their investigations with more detail of the bigger picture.
- NABIS develops strategic intelligence products on behalf of UK law enforcement based on NABIS tactical intelligence, force or agency intelligence and or intelligence from international law enforcement partners.

- NABIS is a national and international centre of excellence in relation to forensic science, intelligence and knowledge in relation to the use, supply and manufacture of illegal firearms and ammunition.

Internal audiences.

- NABIS provides a complete service from enabling the recording of all recovered firearms and ammunition, to providing a capability to link crimes, incidents and firearms. This contributes to an intelligence base that provides strategic and tactical products in support of focussed law enforcement activity.
- Police forces must ensure they can adhere to basic standards in relation to procedures and processes related to NABIS activity. This is defined within the NABIS national Memorandum of Understanding (MOU) between forces, agencies and NABIS.
- NABIS is only as good as the quality of recovered firearms and ballistic material it receives. The police service must ensure they recover and submit all relevant ballistic material in a manner that is sensitive to the potential for forensic retrieval. The better the intelligence picture we are able to form, the greater our knowledge of the criminal use of firearms will be, this in turn will be of greater assistance to law enforcement.
- NABIS supports activity at forensic hubs servicing England, Wales, Scotland and Northern Ireland. NABIS controls two forensic hubs in Birmingham and Manchester, the MPS owns and controls the hub in London and Police Scotland owns and controls the hub in Glasgow. Each of these hubs provide a NABIS service.
- The NABIS Police Liaison officer is available to visit and/or support officers and staff who may require advice or guidance on criminal use of firearms issues.
- NABIS issues regular intelligence reporting to all of the police forces of the UK and its partner law enforcement agencies.
- NABIS will ensure that it communicates effectively to its own staff to ensure that they are kept up to date with changes in the organisation, changes in legislation and changes within the criminal use of firearms environment
- NABIS will provide regular Real Time Quality Assurance audits and Effective Management Information reporting to help law enforcement partners assess performance
- NABIS will provide mechanisms to safely manage sensitive time critical intelligence on behalf of partners to ensure operational continuity and security

How we will communicate.

We will communicate to internal and external audiences using a range of methods;

Internal

- National Policing (POLKA) intranet.
- Webpage and Correspondence (not official) for National Policing, firearms and gun crime leads, Chief Constables, Force Intelligence Bureaus, armed units, forensic services.
- Webpage and internal Correspondence for NABIS staff.
- Briefing sheets for force media offices.
- Printed material such as posters, postcards and quick guides.

External

- NABIS website.
- National Policing (POLKA) website.
- Correspondence (not official) for external stakeholders and Independent Advisory Groups
- Traditional news media, both regional and national.
- Newsletters/reports.
- Publicity material.
- Documentary/ TV and social media

Communications Plan

NABIS communications priorities are:

To produce regular updates for the NABIS Web Presence (not Official) for notification to forces and National Policing leads, Intelligence Bureaus, armed policing units, forensic services, external stakeholders and Independent Advisory Groups.

The updates will introduce NABIS and what it does in clear plain English terms. Although NABIS is known by many forces, by starting off at the beginning and assuming minimum knowledge we will ensure we don't leave a gap for those who don't know what the service delivers.

NABIS will engage with Partner Law enforcement Agencies to seek to replicate NABIS Messaging within partner media environments to improve partner, tactical and strategic awareness of NABIS.

NABIS will proactively communicate to police forces the Effective Management Information (EMI) reporting structure in accordance with the Memorandum of Understanding. This will help to ensure that they are aware of collectively maintaining standards throughout UK law enforcement, whilst ensuring that expectations in relation to the input of intelligence and forensic submissions are met.

This will be carried out through targeted marketing and communications activity as follows:

NABIS as a Service

Target audience: Police forces and the wider stakeholder audience.

Communicating the MOU between NABIS and police forces and law enforcement agencies, to ensure that all stakeholders fully understand how essential it is to use the service that NABIS provides.

Regular updates outlining the service that NABIS provides will be produced and sent to forces for circulation amongst all staff (electronically). This can also double as a stakeholder information tool.

Articles for police force and agency internal newsletters about NABIS and the service it provides. This will expand on the factsheet but be in a way that can be tailored to the region, force or agency.

Crime Data

Target audience: Front line police officers and police staff.

Access to NABIS Web Media and dedicated training via the NABIS Liaison Officer to make police officers aware of the potential of ballistic material left at crime scenes.

Targeted Correspondence will be produced to ensure the process continues to be communicated throughout law enforcement.

Using the NABIS Database

Target audience: Intelligence officers, firearms licensing officers, front line police officers and police staff.

Police forces will be reminded that the NABIS MOU reminds police forces what they should be placing on the database

Case studies will be used to show how effective the database can be when updated regularly and in accordance with NABIS operating procedures.

The NABIS Database Manager will be responsible for identifying and supplying relevant ongoing training for database Users.

NABIS Forensic Services/ Ballistic Material

Target audience: Scenes Of Crime Officers, firearms officers, frontline police officers and police staff.

NABIS will promote the forensic service that it delivers and the importance of preserving ballistic material at the scene of the crime

NABIS will continue to update its web presence and marketing strategy to ensure that it delivers its message to stakeholders to raise awareness of how the NABIS Forensic Service operates including how they can link ballistic material to crime scenes and recovered weapons.

NABIS Intelligence

Target audience: Intelligence officers, firearms officers, investigating officers & Chief officers.

Internal communications and web based targeted media (NABIS Website) will be used to show how NABIS intelligence creates national links to crimes using forensic intelligence.

This information will also be available on a range of targeted printed materials.

Storyboards and case studies will be used to show how NABIS can develop intelligence and how forces can use NABIS Intelligence to assist in their investigations

Where relevant NABIS will produce 'Aide Memoir' leaflets to allow police officers to be aware of the process chain for intelligence and how forces need to ensure the database is kept up to date

NABIS assists investigations and supports proactive law enforcement activity

Target audience: Press officers, Intelligence officers, firearms officers, investigating officers & Chief Officers.

Articles will be produced for force websites/social media/newsletters/magazines to highlight how the NABIS process assists law enforcement activity, both proactively and reactively. These will be tailored to force or regional successes where possible.

Tailor key messages for forces.

Generic key messages will be created for forces to use to publicise any subsequent 'good news' as a result of using NABIS. This will also alert force media to how they can use NABIS.

Tailor key messages for regions

Generic key messages will be created for use with regional activity. These will be distributed to the national policing press office and also to regional leads.

Internal Communications - NABIS staff

Good internal communications are essential to ensure that NABIS and its work is represented accurately and that staff are informed about our aims, methods and priorities. Staff feedback should be encouraged to enable good working practices to be developed and improved where necessary. An E-Newsletter (Official) for circulation to all staff will be made available subject to demand and content requirement.

Produce E-newsletter (Official) for circulation to staff.

The newsletter should reinforce what NABIS does in clear plain English terms. The newsletter should be informative and inclusive ensuring that staff are kept up to date of any activity 'before they hear it in the news'.

The Media

The media have an important role in influencing and informing the public, both locally and nationally. Media coverage is only one effective route in communicating to our stakeholders and the wider public.

The National Police Chief's Council (NPCC) press office handles all media enquiries relevant to National Policing business this includes National Policing CUF and NABIS. As such any press notices will be issued through the National Policing press office. The NABIS Media and Communications Manager will notify the National Policing press office of any media enquiries and will provide them with a suitable response to give to the journalist.

Where possible, NABIS will be pro-active when dealing with the media. This will be in close coordination with the National Policing press office ensuring that key messages are used consistently. We will aim to build good relations with the media; we will seek to be fair, open and transparent in our dealings with the public and the media to help create a climate of understanding and awareness about NABIS, its aims and objectives and the services it provides.

We will be even handed in our dealings with the media and not seek to give 'exclusives'. When responding to media enquiries, we will be open and helpful, providing factual information in a timely way, recognising deadlines. We will not supply material or information that is inappropriate or which has not been verified.

The role of publicity can help to prevent and detect the importation and manufacture of illegal firearms, however, inappropriate information released at the wrong time could compromise sensitive operations/investigations. Information that is given out should be correct and consistent. All press statements should be signed off by both the Head of Operational Support and the Head of NABIS and released through the National Policing Press Office:

Where there is a situation with multiple leads; agreement will be reached as to who is the lead for media activity to avoid a situation where a large number of people become involved in the process in these circumstances a named individual will be identified as a spokesperson for NABIS.

Media coverage should be monitored and evaluated to measure the effectiveness of our work, so we can build on success and learn when things could have been done better. All press statements should consist of a standard format, with notes to editors and further details. Clear lines should be established between the role of the National Policing Criminal Use of Firearms (CUF) Lead and NABIS where applicable.

Marketing, communications

All material used for internal and external stakeholders should reflect the aims and values of NABIS in addition to meeting the corporate guidelines. This enables it to look like it comes from an organisation that has a consistent approach and tone.

NABIS as a Brand

The NABIS Logo is recognised as the NABIS Brand. As a brand it is important to ensure that NABIS is recognised as an independent entity, separate from other entities. The NABIS brand should be seen to deliver NABIS values. Nothing within this policy allows the NABIS brand to be devalued by inappropriate association with other brands or entities and NABIS staff should at all times protect the identity of the brand when dealing with the press and media.

Use of NABIS corporate Identity

The NABIS logo and colours should be used in accordance with the NABIS Corporate Identity Guidelines. The logo should not be used without the express permission of NABIS. NABIS images should only be used upon request and should not glamorise firearms.

NPCC Criminal Use of Firearms

NPCC CUF is headed by an appointed National Policing lead at Chief Officer level. The portfolio aims to reduce the threat of harm caused by firearms crime. The NABIS communications policy supports the work of CUF, both reactively and proactively.

External audience and Media

Media enquiries relating to CUF will be passed to the NABIS Media Manager from the National Policing Press Office. Responses will be given in line with key CUF messages and with approval from the CUF lead. Press notices will be drafted by NABIS and given to the National Policing press office for their input prior to being sent out.

Internal audience and Stakeholders

The NABIS Media Manager will identify opportunities to communicate the work of CUF to its members and stakeholders. Opportunities will be identified to develop marketing campaigns to assist the work of CUF.

Social Media

NABIS will look to utilise social media platforms to engage with the public and law enforcement colleagues, as well as those from the lawful shooting community. Regular communication is vital to disseminate our key messages across various communities and raise awareness of our important national work.

We will use social media to circulate relevant news stories and support our police colleagues with on-going investigations and appeals. We will follow national guidelines regarding the use of social media and we will follow College of Policing National Guidance around the use of social media for NABIS.

SCHEDULE 9

Protocols and Memoranda of Understanding

This schedule will record details of protocols, memorandums of understanding and guidance with which the parties need to comply.

Per NABIS MOU as agreed with the 43 Police Forces of England and Wales and as amended over time by formal agreement at Chief's Council

Section removed from published report, given that it is restricted.

EXECUTION

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY)

in the presence of:)

Witness signature:

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duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET)

in the presence of:)

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THE CHIEF CONSTABLE OF BEDFORDSHIRE POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE)

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THE CHIEF CONSTABLE OF THE BRITISH TRANSPORT POLICE)

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THE CHIEF CONSTABLE OF CAMBRIDGESHIRE CONSTABULARY)

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THE COMMISSIONER OF POLICE OF THE CITY OF LONDON)

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THE COMMON COUNCIL OF THE CITY OF LONDON)

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THE CHIEF CONSTABLE OF CUMBRIA CONSTABULARY)

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THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY)

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THE CHIEF CONSTABLE OF DEVON AND CORNWALL POLICE)

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THE CHIEF CONSTABLE OF DORSET POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR DORSET)

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THE CHIEF CONSTABLE OF DYFED-POWYS POLICE)

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THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY)

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THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE)

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THE CHIEF CONSTABLE OF GREATER MANCHESTER POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR GREATER MANCHESTER)

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THE CHIEF CONSTABLE OF GWENT POLICE)

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THE CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY)

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THE CHIEF CONSTABLE OF KENT POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR KENT)

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THE CHIEF CONSTABLE OF LANCASHIRE CONSTABULARY)

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THE POLICE AND CRIME COMMISSIONER FOR LANCASHIRE)

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THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE)

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THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE)

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THE CHIEF CONSTABLE OF MERSEYSIDE POLICE)

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THE POLICE AND CRIME COMMISSIONER FOR MERSEYSIDE)

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THE COMMISSIONER OF POLICE OF THE METROPOLIS)

in the presence of:)

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duly authorised to sign for and on behalf of)

THE MAYOR'S OFFICE FOR POLICING AND CRIME)

in the presence of:)

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THE CHIEF CONSTABLE OF NORFOLK CONSTABULARY)

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THE POLICE AND CRIME COMMISSIONER FOR NORFOLK)

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duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH WALES POLICE)

in the presence of:)

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SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NORTHUMBRIA POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SOUTH WALES POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR STAFFORDSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SURREY POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SURREY)

in the presence of:)

Witness signature:

Name:

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Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF SUSSEX POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR SUSSEX)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF THAMES VALLEY POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MERCIA POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE CHIEF CONSTABLE OF WILTSHIRE POLICE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE)

in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by)

duly authorised to sign for and on behalf of)

THE NATIONAL CRIME AGENCY)

in the presence of:)

Witness signature:

Name:

Address:

Occupation: