

Status of Report:

Public

Agenda Item:

15

Meeting: Combined Fire Authority

Date: 22 June 2016

Subject: Braunstone Blues Partnership Agreement

Report by: The Chief Fire and Rescue Officer

Author: Andrew Brodie (Assistant Chief Fire & Rescue Officer)

For: Decision

1. Purpose

1.1. The purpose of this report is to present the draft Partnership Agreement relating to the Braunstone Blues project to the Combined Fire Authority (CFA). The draft agreement is attached as the Appendix.

2. Recommendations

2.1. The CFA is asked to:

- a) note the approach, scope and timeframe for the project;
- b) agree that, the Chief Fire and Rescue Officer be authorised to sign the agreement on behalf of the CFA when it is finally completed.

3. Executive Summary

3.1 The Braunstone Blues project was established in May 2015 in partnership with Police, Health and the City Council. The project is being funded through the Police and Crime Commissioner.

4. Report Detail

4.1 As part of this 2015/16 budget and precept proposal, the PCC announced a new fund of up to £2,000,000 (two million pounds) (the "Fund") to be utilised over the next two financial years for supporting and developing joint working across Leicester, Leicestershire and Rutland (LLR).

4.2. The PCC sought bids from various parties across LLR for projects which could benefit from funding out of the Fund.

- 4.3. The areas of Braunstone places a significant demand on the blue light services across LLR and has been identified by the Project partners as an area which would benefit from a coordinated approach for a number of workstreams, using funding from the Fund (each a “workstream”)
- 4.4. The PCC has agreed to fund the workstreams on the terms set out in the Agreement attached.
- 4.5. The project partners have agreed, in recognition of the funding from the PCC and the coordinated approach required, to carry out their obligations in respect of the various workstreams on the terms set out in the Agreement.
- 4.6. The control and funding measures set out in the Agreement ensure that the project remains financially and operationally viable.

5. **Report Implications / Impact**

5.1. ***Legal (including crime and disorder)***

Legal advice will be sought from Leicestershire County Council before the Agreement is endorsed.

5.2. ***Financial (including value for money, benefits and efficiencies)***

The project is being funded by the Police and Crime Commissioner. The aim of the project is to reduce operational demand and improve citizen outcomes by delivering a fully coordinated range of activities based on improving health, safety and security.

5.3. ***Risk (including corporate and operational, health and safety and any impact on the continuity of service delivery)***

The Agreement sets out all appropriate control and financial measures to ensure the successful delivery of the project.

5.4. ***Staff, Service Users and Stakeholders (including the Equality Impact Assessment)***

The area of Braunstone has been identified for this project due to the relative high levels of operational demand coupled to considerable deprivation in the area.

5.5. ***Environmental***

None identified.

6. Impact upon Our Plan Objectives

- (a) The project will contribute to the achievement of the following aims that are contained in our corporate and integrated risk management plan 2016-2020.
- (b) Improve safety for our communities
- (c) A better service for working together.

7. Background Papers

None

8. Appendices

Partnership Agreement between the Police and Crime Commissioner for Leicestershire, Leicester, Leicestershire and Rutland Combined Fire Authority, the Chief Constable of Leicestershire Police, East Midlands Ambulance Service NHS Trust, Leicester City Clinical Commissioning Group, Leicester City Council.

Dated:

2016

PARTNERSHIP AGREEMENT

BETWEEN

THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE

LEICESTER, LEICESTERSHIRE AND RUTLAND COMBINED FIRE AUTHORITY

THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE

EAST MIDLANDS AMBULANCE SERVICE NHS TRUST

LEICESTER CITY CLINICAL COMMISSIONING GROUP

LEICESTER CITY COUNCIL

relating to the Braunstone Blues project

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THIS AGREEMENT is dated the _____ day of _____ 2016

BETWEEN:

- (1) **THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE** of Force Headquarters, St Johns, Enderby, Leicestershire, LE19 2BX (the "**PCC**"); and
- (2) **LEICESTER, LEICESTERSHIRE AND RUTLAND COMBINED FIRE AUTHORITY** of 12 Geoff Monk Way, Birstall, Leicester, LE4 3BU (the "**Fire Authority**"); and
- (3) **THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE** of Force Headquarters, St Johns, Enderby, Leicester, LE19 2BX (the "**Chief Constable**"); and
- (4) **EAST MIDLANDS AMBULANCE SERVICE NHS TRUST** of Trust Headquarters, 1 Horizon Place, Mellors Way, Nottingham Business Park, Nottingham NG8 6PY (the "**EMAS**"); and
- (5) **LEICESTER CITY CLINICAL COMMISSIONING GROUP** of St John's House, 30 East Street, Leicester LE1 6NB (the "**CCG**"); and
- (6) **LEICESTER CITY COUNCIL** of City Hall, 115 Charles Street, Leicester, LE1 1FZ (the "**City Council**").

each a "**Party**" and together referred to as the "**Parties**".

BACKGROUND

- (A) As part of his 2015/16 budget and precept proposal, the PCC announced a new fund of up to £2,000,000 (two million pounds) (the "**Fund**") to be utilised over the next two financial years for supporting and developing joint working across LLR.
- (B) The PCC sought bids from various parties across LLR for projects which could benefit from funding out of the Fund.
- (C) The area of Braunstone places a significant demand on the blue light services across LLR and has been identified by the Project Partners as an area which would benefit from a coordinated approach for a number of workstreams using funding from the Fund (each a "**Workstream**").
- (D) The PCC has agreed to fund the Workstreams on the terms set out in this Agreement.
- (E) The Project Partners have agreed, in recognition of the funding from the PCC and the coordinated approach required, to carry out their obligations in respect of the various Workstreams on the terms set out in this Agreement.

1. Definitions and Interpretations

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

- | | |
|--------------------|--|
| "Agreement" | means this document, including its Clauses and Schedules, as amended from time to time in accordance with Clause 20 ; |
| "BB Coordinator" | means the individual appointed by the Fire Authority from time to time to undertake the role of BB Coordinator as set out in Clause 6 ; |
| "BB Project" | the joint working and partnership project known as the Braunstone Blues Project created by this Agreement and consisting of the Workstreams; |
| "BB Project Board" | means the board established pursuant to Clause 5 ; |
| "Business Case" | means a business case in relation to a new Workstream proposed by a Project Partner and prepared in accordance with Clause 11 ; |
| "Business Day" | means any day other than a Saturday or Sunday or public or bank holiday in England; |

“Confidential Information”	means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property, and all personal data and sensitive data within the meaning of the DPA;
“Defaulting Party”	has the meaning set out in Clause 21.2.2 ;
“DPA”	means the Data Protection Act 1998;
“Effective Date”	means the date of signature of this Agreement;
“EIR”	means the Environmental Information Regulations 2004;
“Expiry Date”	means 30 th September 2017;
“FOIA”	means the Freedom of Information Act 2000;
“Fund”	has the meaning set out in paragraph (A) of the background to this Agreement;
“Grant Period”	means the period from the Commencement Date to: (a) the Expiry Date, or (b) following an extension pursuant to Clause 2.2 , the date of expiry of the extended period;
“Intellectual Property”	means any patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
“Key Objectives”	has the meaning set out in Clause 3.2 ;
“LLR”	the geographical area of Leicester, Leicestershire and Rutland;
“LLR SPDF Programme Board”	means the board established pursuant to Clause 4 ;
“Project Partner”	means any of the Parties other than the PCC;
“Regulatory Body”	means any government department and regulatory, statutory and other entity, committee, ombudsman and body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of any of the Parties;
“Request for Information”	means a request for information or an apparent request under the FOIA or the EIR;
“Serious Incident”	means an event where the actions of a Party, its subcontractor(s) or any of its staff are likely to be of significant public concern or where the consequences to service users, families and carers, other staff, volunteers or organisations are so significant, or the potential for learning is so great, that they warrant using additional resources to mount a comprehensive response, including incidents that extend beyond those

	which affect service users directly and include incidents which may indirectly impact service user safety or an organisations ability to deliver services;
“Strategic Lead”	means the individual appointed by the Fire Authority from time to time to undertake the role of Strategic Lead as set out in Clause 6 ;
“Strategic Partnership Board”	means the strategic partnership board set up by the PCC and which provides strategic oversight of use and assignment of the Fund;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994 and any similar fiscal or sales tax;
“Workstream”	has the meaning set out in paragraph (B) of the background to this Agreement and includes any new Workstream approved by the LLR SPDF Programme Board pursuant to paragraph 1.1.4 of Schedule 5 ;
“Workstream Funding”	means the sum or sums of money stated in Schedule 4 that are to be paid by the PCC to the Fire Authority in accordance with the terms of this Agreement; and
“Workstream Objectives”	means the Key Objectives and, in respect of any new Workstreams, any other objectives for that Workstream which are set out in its Business Case.

1.2. In this Agreement unless the context requires otherwise:

- 1.2.1. words importing the singular shall include the plural and vice versa;
- 1.2.2. words importing any particular gender shall include all other genders;
- 1.2.3. references to persons shall include bodies of persons whether corporate or incorporate;
- 1.2.4. words importing the whole shall be treated as including a reference to any part of the whole;
- 1.2.5. any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it;
- 1.2.6. any reference in this Agreement to any document or Schedule, shall be construed as referring to that document or Schedule as it may from time to time be amended, modified, extended or replaced (whether before or after the date of this Agreement);
- 1.2.7. references in this Agreement to any Clauses and Schedules are to the Clauses and Schedules to this Agreement except where otherwise expressly stated; and
- 1.2.8. headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses or Schedules to which they relate.

1.3. If there is any conflict between the terms of this Agreement and any Business Case, the terms of this Agreement shall take precedence.

2. Term

2.1. This Agreement shall take effect from the Effective Date and shall continue in force for the

Grant Period unless terminated earlier in accordance with **Clause 21**.

- 2.2. Subject to **Clause 2.3**, the Parties may by agreement in writing extend the Grant Period for a further period not to extend beyond 31st March 2018.
- 2.3. Any agreement to extend the term of this Agreement beyond the Expiry Date pursuant to **Clause 2.2** shall include an agreement as to any Funding payable for such extension period.
- 2.4. Where this Agreement is extended in accordance with **Clauses 2.2 and 2.3**, all other provisions of this Agreement shall continue in full force and effect during any period of extension.

3. Partnership Working

- 3.1. The Parties shall:
 - 3.1.1. act reasonably towards each other and in good faith in relation to this Agreement and the Workstreams;
 - 3.1.2. adopt an approach to identifying and resolving problems together rather than taking an adversarial stance;
 - 3.1.3. subject to any rights and obligations set out in **Clause 18**, provide to each other information which is reasonably requested by any other Party and which relates to this Agreement and/or a Workstream, in a form that is readily usable and in a full and timely manner;
 - 3.1.4. ensure that a consistent approach is followed when working with any service providers;
 - 3.1.5. inform the BB Coordinator and report to the LLR SPDF Programme Board details of any service complaints that a Party feels should be shared with the other Parties in the interests of furthering partnership working in accordance with this Agreement;
 - 3.1.6. discuss and develop ideas openly, share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost seeking to contribute to the overall success of this Agreement and the Workstreams;
 - 3.1.7. act in a timely manner and manage their respective stakeholders effectively;
 - 3.1.8. at all times, observe relevant statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information;
 - 3.1.9. use reasonable care and skill in performing their respective obligations in accordance with this Agreement and use employees or agents in performing such obligations who are suitably qualified and experienced; and
 - 3.1.10. without prejudice to the rights of one Party to be indemnified by any other Party as set out expressly elsewhere in this Agreement, take reasonable steps to mitigate any losses arising from any failure by any other Party to comply with its obligations set out in this Agreement.
- 3.2. The Parties acknowledge that they have agreed to work together to achieve the following key objectives for the Workstreams ("**Key Objectives**"):
 - 3.2.1. to identify new models of collaboration and integration and to develop new ways of working between emergency services and other public services in Braunstone;
 - 3.2.2. to improve outcomes for the Braunstone community and as a result deliver greater efficiency and effectiveness from the emergency services and other public services;
 - 3.2.3. to reduce demand on University Hospitals Leicester, local GP services, the emergency services and on other public services within LLR by targeting resources to people, households and other places within the Braunstone community that are identified as attracting high service demand;

- 3.2.4. to reduce the crime, and the risk of harm to residents within Braunstone through delivering 'Healthy, Safe and Secure' visits to individual households and by mapping the available support services provided by public services in LLR and signposting this to people in need;
- 3.2.5. to increase community cohesion within Braunstone by engaging with residents in the area;
- 3.2.6. to improve the abilities, knowledge and understanding of the residents of Braunstone with regards to emergency and other public services by establishing a "Citizens Academy" which will recruit and train local residents to become 'Expert Citizens';
- 3.2.7. to improve the quality of life and prospects within Braunstone;
- 3.2.8. to protect the public through education and awareness in Braunstone (through the 'healthy, safe and secure' visits and the Citizens Academy) of issues such as child sexual exploitation, count-terrorism and cyber crime; and
- 3.2.9. **[DN: the above have been based on the objectives identified in the final business case for the BB Project – please check they are correct and insert any other key objectives]**

[DN: have any KPIs already been agreed that should be set out in this Agreement? For example, do you wish to set out the Critical Success Factors set out in the final business plan? Ideally any KPIs/CSFs should link to the Key Objectives set out above]

- 3.3. Each Party shall ensure that sufficient staff are employed in connection with this Agreement throughout the duration of this Agreement to ensure that they are able to meet their obligations under this Agreement, including (without limitation) during periods of absence of its staff due to sickness, paid leave, staff holidays, staff training or otherwise.
- 3.4. Each Project Partner shall notify the PCC by telephone (followed up email) of the occurrence of any Serious Incidents of which it becomes aware immediately on receipt of such information by the Project Partner.
- 3.5. Each Party undertakes to carry out any additional roles and responsibilities assigned to it as agreed by the Parties from time to time.
- 3.6. The Parties acknowledge that nothing in this Agreement is intended to prevent them from carrying out their respective statutory duties and responsibilities or unduly restrict the decisions to be made with regard to their respective functions.

4. The LLR SPDF Programme Board

- 4.1. The Parties agree that there shall be a LLR SPDF Programme Board which will oversee the BB Project and wider vulnerability transformational projects in LLR.
- 4.2. The LLR SPDF Programme Board shall be chaired by a representative of the PCC.
- 4.3. The LLR SPDF Programme Board shall consist of:
 - 4.3.1. **[DN: set out who should be a member of the LLR SPDF Programme Board];**
- 4.4. The LLR SPDF Programme Board may, where it considers it necessary or desirable, invite any additional individuals to a meeting of the LLR SPDF Programme Board to assist it in performing its functions in accordance with this Agreement.
- 4.5. For the avoidance of doubt, the person appointed as chairperson pursuant to **Clause 4.2** (the "**LLR Chair**") shall also be the representative of the PCC on the LLR SPDF Programme Board for the purposes of **Clause 4.3**; all other representatives under **Clause 4.3** shall be expected to have the necessary authority to deal with any issue arising out of or appertaining to their respective obligations as set out in this Agreement.
- 4.6. Any member of the LLR SPDF Programme Board may participate in meetings of the LLR SPDF Programme Board by tele-conference, video-conference or any other technology that

enables everyone participating in the meeting to communicate interactively and simultaneously with each other.

- 4.7. The quorum for a meeting of the LLR SPDF Programme Board shall be one representative of each of the Parties present in person or by tele-conference, video-conference or other technology mentioned above.
- 4.8. In the absence of the LLR Chair, the LLR SPDF Programme Board may appoint another person from among its members to act as the LLR Chair for meetings of the LLR SPDF Programme Board from time to time.
- 4.9. The Parties shall ensure that the LLR SPDF Programme Board meets at least every 2 months (or such other frequency as the Parties agree) at venues to be agreed by the Parties and in default of agreement at the PCC's ordinary place of business.
- 4.10. Meetings of the LLR SPDF Programme Board shall be convened with at least 10 Business Days' written notice provided to the LLR SPDF Programme Board members in advance. That notice must include an agenda. Minutes of the meetings of the LLR SPDF Programme Board shall be prepared by Leicestershire Police Executive Support team and sent to each of the Parties within 10 Business Days after each meeting.
- 4.11. Each member of the LLR SPDF Programme Board shall through its representative under **Clause 4.3** have a single vote on the LLR SPDF Programme Board. Decisions shall be taken by a simple majority except where a decision necessitates a change to the allocation of any funding. In such a case, the LLR SPDF Programme Board shall make a recommendation to the Strategic Partnership Board whose decision shall be final.
- 4.12. The terms of reference for the LLR SPDF Programme Board are set out in **Schedule 5**.

5. BB Project Board

- 5.1. The Parties agree that there shall be a BB Project Board which will have overall responsibility for delivery and for managing the BB Project's budget in accordance with this Agreement.
 - 5.2. The BB Project Board shall be chaired by the Fire Authority's Assistant Chief Fire Officer or his authorised delegate.
 - 5.3. The BB Project Board shall consist of the following (or their authorised delegates):
 - 5.3.1. the Assistance Chief Fire Officer of the Fire Authority;
 - 5.3.2. the Assistance Chief Constable of Leicestershire Police;
 - 5.3.3. the General Manager of EMAS;
 - 5.3.4. the Strategic Director City Development & Neighbourhoods of the City Council;
 - 5.3.5. the Emergency Care Director of the CCG;
 - 5.3.6. the Group Manager of the Fire Authority;
 - 5.3.7. [Mark Newcombe] of Leicestershire Police;
 - 5.3.8. [TBC] of EMAS;
 - 5.3.9. [Rayner Risborough] of Leicestershire Police;
 - 5.3.10. the BB Coordinator; and
 - 5.3.11. the Strategic Lead.
 - 5.3.12. A representative of the OPCC
- [DN: set out the title of each representative rather than their name, to allow for their replacement during the life of the BB Project]**
- 5.4. The BB Project Board may, where it considers it necessary or desirable, invite any additional individuals to a meeting of the BB Project Board to assist it in performing its functions in accordance with this Agreement.

- 5.5. For the avoidance of doubt, the person appointed as chairperson pursuant to **Clause 5.2** (the “**BB Chair**”) shall also be the representative of the Fire Authority on the BB Project Board for the purposes of **Clause 5.3.1**; all other representatives under **Clause 5.3** shall be expected to have the necessary authority to deal with any issue arising out of or appertaining to their respective obligations as set out in this Agreement.
- 5.6. Any member of the BB Project Board may participate in meetings of the BB Project Board by tele-conference, video-conference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other.
- 5.7. The quorum for a meeting of the BB Project Board shall be one representative of each of the Parties present in person or by tele-conference, video-conference or other technology mentioned above.
- 5.8. In the absence of the Chair, the BB Project Board may appoint another person from among its members to act as Chair for meetings of the BB Project Board from time to time.
- 5.9. The Parties shall ensure that the BB Project Board meets at least every 3 months (or such other frequency as the Parties agree) at venues to be agreed by the Parties and in default of agreement at the [Fire Authority’s] ordinary place of business.
- 5.10. Meetings of the BB Project Board shall be convened with at least 10 Business Days’ written notice provided to the BB Project Board members in advance. That notice must include an agenda. Minutes of the meetings of the BB Project Board shall be prepared by the [BB Coordinator] and sent to each of the Parties within 10 Business Days after each meeting.
- 5.11. Each [Party][member of the BB Project Board] shall through its representative under **Clause 5.3** have a single vote on the BB Project Board [DN: please confirm]. Subject to **Clause 5.12**, decisions shall be taken by [a simple majority][DN: please confirm].
- 5.12. The terms of reference for the BB Project Board are set out in **Schedule 6**. Any decisions not within the terms of reference for the BB Project Board shall be referred to the LLR SPDF Programme Board for a decision.

[DN: do you want/need to specifically refer in this Agreement to the Project Team, Task Force and/or Project Assurance team which are mentioned in the final business plan? If so, we need to clearly set out their roles & responsibilities]

6. Key Roles

6.1. Strategic Lead

- 6.1.1. The Fire Authority shall be responsible for appointing the individual who will undertake the role of Strategic Lead.
- 6.1.2. The Fire Authority shall ensure the Strategic Lead shall undertake its role in accordance with the functions and responsibilities set out in **Part 1 of Schedule 1**.
- 6.1.3. The Fire Authority shall ensure that the Strategic Lead shall carry out all of his or her obligations as set out in **Part 1 of Schedule 1** using the reasonable skill, care and diligence to be expected of a properly qualified and competent individual experienced in fulfilling such a role.

6.2. BB Coordinator

- 6.2.1. The Fire Authority shall be responsible for appointing the individual who will undertake the role of BB Coordinator.
- 6.2.2. The Fire Authority shall ensure the BB Coordinator shall undertake its role in accordance with the functions and responsibilities set out in **Part 2 of Schedule 1**.
- 6.2.3. The Fire Authority shall ensure that the BB Coordinator shall carry out all of his or her obligations as set out in **Part 2 of Schedule 1** using the reasonable skill, care and diligence to be expected of a properly qualified and competent individual experienced in fulfilling such a role.

7. PCC Support

7.1. The PCC shall provide the Project Partners with the support set out in **Schedule 2**.

8. Fire Authority's Responsibilities

8.1. With effect from the Effective Date, the Parties agree that the Fire Authority shall act as strategic lead for and project manager of the BB Project.

8.2. In its capacity as strategic lead, the Fire Authority agrees to perform the functions and comply with its obligations and responsibilities as set out in **Schedule 3**.

9. Commissioning of third party goods or services

9.1. The Parties agree that where a Workstream requires the appointment of a third party to provide goods or services, a commissioning process will be undertaken which shall be project managed and led by the Fire Authority. The PCC shall provide support to the Fire Authority in developing the exact commissioning process for each Workstream and the PCC shall lead the procurement process with support from the Fire Authority (including in relation to any subject matter expertise).

9.2. The Parties agree that any goods or service to be procured from a third party pursuant to **Clause 9.1** will require a specification. The Fire Authority shall be responsible for the production of any such specification which will be formed through an iterative process between the Project Partners and the PCC. Once the specification has been produced by the Fire Authority (in a form reasonably acceptable to all the Parties), the PCC will lead on the production of the associated procurement documents and run the procurement process up to the point of contract award.

9.3. Following contract award, the initial implementation of any services procured will be jointly overseen by the Fire Authority and the PCC. Following initial implementation, the Fire Authority shall be responsible for contract management with the PCC entitled to attend quarterly monitoring meetings with the relevant third party(ies).

9.4. If any Workstream Funding is used to procure goods or services and VAT is included in the third party's charges for those goods or services, the Fire Authority shall recover that VAT from HM Customs and Excise where it is recoverable and shall pay to the PCC within 5 Working Days of receipt an amount equal to the amount recovered.

10. Workstream Funding

10.1. The PCC shall provide the Workstream Funding for each Workstream as set out in **Schedule 4**.

10.2. For the avoidance of doubt, the amount of Workstream Funding set out against each Workstream in **Schedule 4** is the maximum amount which the PCC shall be required to pay for the relevant Workstream in accordance with this Agreement.

10.3. The PCC will pay the Workstream Funding to the Fire Authority except where [the Parties] agree that any element of the Workstream Funding should be paid direct to any third party providing goods or services for the BB Project procured in accordance with **Clause 9**.

10.4. The Fire Authority shall use the Workstream Funding:

10.4.1. for the purposes set out in, and to achieve, the Workstream Objectives;

10.4.2. in accordance with the scope and nature of the relevant Workstream; and

10.4.3. in accordance with the terms and conditions of this Agreement.

10.5. The Fire Authority shall not use the Workstream Funding for the following:

10.5.1. any purpose other than the Workstream or to achieve the Workstream Objectives;

10.5.2. the payment of any capital or operating expenditure incurred prior to the Effective Date;

10.5.3. any activity which is party-political in intention, use, or presentation; or

- 10.5.4. any activity intended to influence or attempt to influence:
 - 10.5.4.1. parliament, government or political parties;
 - 10.5.4.2. the awarding or renewal of contracts and grants; or
 - 10.5.4.3. legislative or regulatory action.
- 10.6. For the avoidance of doubt, the Fire Authority may not use Workstream Funding provided for one Workstream for or in respect of another Workstream unless approved by the LLR SPDF Programme Board.
- 10.7. Notwithstanding **Clause 11**, this Agreement does not represent any commitment by the PCC to renew or to continue financial support to the Fire Authority or any other Project Partner for any Workstream or any other purpose and the PCC gives no warranty or assurance that additional Workstream Funding or other funding will be made available to a Project Partner whether before or after the expiry of the Grant Period.
- 10.8. If any amount due under this Agreement or in relation to a Workstream, is subject to VAT or, the PCC shall not be responsible to reimburse the Fire Authority for that VAT in addition to the Workstream Funding.
- 10.9. The Fire Authority shall notify the PCC as soon as reasonably practicable if any underspend or cost saving is forecast.
- 10.10. If an overpayment of the Workstream Funding is made at any time (including as a result of any underspend or cost saving achieved by the Fire Authority), the Fire Authority shall repay any such overpayment within 30 days of receiving any request for repayment from the PCC.
- 10.11. Where any reimbursement of costs and expenses incurred by a Project Partner (which is due and payable out of Workstream Funding in accordance with this Agreement) is claimed from the Fire Authority, the relevant Project Partner shall ensure that each invoice in respect of such costs and expenses is accompanied by a statement certified by an authorised officer of that Project Partner.
- 10.12. Unless the Parties unanimously agree otherwise in writing, any facilities, equipment or other assets purchased or obtained by a Party on behalf of, or for the benefit of any Workstream, shall be held by the relevant Party on trust for all the Parties and for the exclusive benefit of the relevant Workstream.
- 10.13. Following each financial year end, the Fire Authority shall provide to the PCC, as soon as is reasonably possible, a set of accounts in relation to each individual Workstream compliant with recommended practice to include:
 - 10.13.1. a comprehensive income and expenditure statement for the relevant Workstream; and
 - 10.13.2. a balance sheet extract based on the capital expenditure incurred by the Parties for and on behalf of the relevant Workstream.
- 10.14. The Fire Authority shall allow a suitably qualified independent chartered accountant appointed by the PCC to examine the accounts and records of the Fire Authority in relation to each Workstream provided that:
 - 10.14.1. at least 10 Business Days' written notice is given in advance to the Fire Authority;
 - 10.14.2. the inspection or examination takes place during the Fire Authority's normal working hours;
 - 10.14.3. the PCC and the accountant shall keep confidential any information that it may acquire in the exercise of its rights in accordance with this **Clause 10.14**.
- 10.15. The Fire Authority shall be responsible for arranging any internal or external audits, inspections and/or arrangements necessary to accommodate any audit and/or inspection of the relevant Workstream required by a Regulatory Body.
11. Business Cases for new Workstreams

- 11.1. Any Project Partner may propose ideas for developing the BB Project (including the improvement of existing Workstreams and the creation of new Workstreams) and may present those ideas to the LLR SPDF Programme Board for discussion in accordance with **paragraph 1.1.3 of Schedule 5**. Where those ideas are agreed by the LLR SPDF Programme Board, the [BB Coordinator] will prepare a Business Case in accordance with this **Clause 11** for approval by the LLR SPDF Programme Board.
- 11.2. Any Business Case to be prepared by a [the BB Coordinator] pursuant to **Clause 11.1** shall contain at least the following:
 - 11.2.1. a business plan for the relevant Workstream including baseline performance data (to ensure the maintenance and continued development of the Workstream in line with the strategic aims of the Parties), an annual budget and expenditure;
 - 11.2.2. the amount of the Workstream Funding requested and details of the instalment payments for that Workstream Funding;
 - 11.2.3. details of any individual to be assigned or recruited to the Workstream and the identity of that individual's employer.
- 11.3. The LLR SPDF Programme Board shall consider any business plan presented to it by [the BB Coordinator] and shall confirm its approval (subject to any appropriate conditions) or rejection of the Business Case through the minutes of the LLR SPDF Programme Board.
- 11.4. Once a Business Case is approved by the LLR SPDF Programme Board, the Parties shall agree appropriate changes to **Schedule 4** consistent with the terms of the approved Business Case.

12. Resource Contributions

- 12.1. The Parties agree that they shall provide appropriate resource contribution (by way of the provision of officers and staff) in accordance with **Clause 13** and **Schedule 7**.
- 12.2. Save in respect of any Workstream Funding payable by the Fire Authority to a Project Partner in accordance with **Clause 10.11**, each Party shall bear its own costs and expenses incurred in providing any resources or assistance (including staff, officers, premises and/or assets) to any other Party in relation to this Agreement and shall not seek to recover any such costs or expenses from any other Party.
- 12.3. The Parties agree that any reductions or variations to their resource contributions set out in **Schedule 7** may only be undertaken following full consultation and agreement with the LLR SPDF Programme Board.

13. Human Resources Principles

- 13.1. Without prejudice to **Clause 13.2**, each Party's individual obligations under the terms of this Agreement will be fulfilled by their own staff and these arrangements will not involve the provision by one Party to another Party of any of its staff.
- 13.2. The Fire Authority is and shall remain the employer of the BB Coordinator and the Strategic Lead.
- 13.3. Subject to **Clause 13.6**, all other roles of any individuals providing support for any of the Workstreams (including the roles identified in **Schedule 7**) and/or in connection with this Agreement shall remain the employees of the original employing Party.
- 13.4. Each Party shall therefore be responsible for their own employees engaged in the performance of this Agreement and/or any of the Workstreams and, accordingly, each Party shall:
 - 13.4.1. comply with their respective obligations as employers with regard to employment law rights (including pensions) in respect of those employees;
 - 13.4.2. in the event of any of its staff delivering unsatisfactory performance and/or attendance and/or conduct, deal with this issue by use of their unsatisfactory performance/absence management/disciplinary policy save where any variation is

necessary due to the application of TUPE; and

- 13.4.3. carry out annual appraisals of its staff utilising its own appraisal processes and systems.
- 13.5. Accordingly, the Parties do not consider that there are any affected employees such that TUPE will apply to this Agreement and the Parties therefore agree that each Party shall be responsible for any redundancy costs and for following its own redundancy procedures (as varied where necessary to comply with TUPE) which arise in respect of its own employees.
- 13.6. In the event the Parties are mistaken and TUPE does apply to any individuals performing services in respect of this Agreement or any of the Workstreams and such individual(s) transfer to another Party (the “**New Employer**”), the following provisions shall apply:
 - 13.6.1. the original employing Party (the “**Original Employer**”) shall make an offer of employment or engagement to each such individual on substantially similar terms and conditions in all respects as that person was previously employed by the Original Employer OR may, at its sole discretion, negotiate to re-engage each such individual or otherwise reach settlement with him or her so long as any offer of employment or settlement is conditional on the individual waiving his or her claims against the New Employer; and
 - 13.6.2. if any offer made pursuant to **Clause 13.6.1** is not accepted by the individual concerned within 30 days of being made, the New Employer will be entitled, without further reference to the Original Employer, to dismiss that individual observing any relevant contractual and/or statutory procedures in so doing provided any such dismissal takes place within [3 months] of the transfer pursuant to TUPE; and
 - 13.6.3. the Original Employer shall indemnify and keep indemnified the New Employer and the other Parties (the “**TUPE Indemnified Parties**”) in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the TUPE Indemnified Parties including all legal expenses and other professional fees (together with any VAT thereon) in relation to any claim resulting from or connected with the termination of employment of such individual pursuant to **Clause 13.6.2**.

14. Publicity

- 14.1. Subject to **Clause 14.4**, no Party shall take any step to publicise the existence of this Agreement or any of the Workstreams without the consent of the other Parties.
- 14.2. Subject to **Clause 14.4**, no Party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written approval of the other Parties. The Parties shall in any event consult together upon the form of any such press release, document, or statement as and when such releases are required.
- 14.3. For the avoidance of doubt nothing in this **Clause 14** is intended to restrict the PCC’s statutory obligations under the Elected Local Policing Bodies (Specified Information) Order 2011 or any other legislation.
- 14.4. In the event of an emergency or other event where there is no reasonable opportunity to consult with the other Parties before communication with the press or the media, each Party may communicate with the press or the media provided that it shall act fairly, proportionately and reasonably in representations and statements about the other Parties with due regard to protecting the other Parties’ good reputation.

15. Insurance

- 15.1. Each Party shall individually obtain, arrange and ensure that they maintain an adequate level of insurance including but not limited to employer’s liability, public liability and professional negligence insurance cover to cover any losses, claims, damages, costs, charges, expenses, liabilities or demands incurred or brought as a result of the actions or omissions of that Party

and/or any of the officers, staff, agents and/or contractors under its direction and control and/or acting in the performance or purported performance of their duties which arise out of their participation in any Workstream as a consequence of this Agreement.

- 15.2. Each Party shall notify its insurer or prospective insurer that it wishes to hold harmless the other Parties and/or their respective insurers in respect of the negligence or tortious act or omission of officers, staff, agents and/or contractors under its direction and control and shall require that the insurer likewise hold harmless the other Parties and/or their respective insurers in such circumstances.
- 15.3. Each Party shall adhere to the terms and conditions of its insurance policy(ies) obtained in accordance with **Clause 15.1**.
- 15.4. Each Party shall bear its own costs in obtaining its insurance policy(ies) in accordance with **Clause 15.1**.

16. Intellectual Property

- 16.1. The Parties agree that any Intellectual Property created prior to the Effective Date ("**Background IPR**") shall remain the property of the Party which created it and may be used by the other Parties for the purposes of any of the Workstream Objectives.
- 16.2. Any Intellectual Property in any product, services or deliverable created by any Party or its staff, representatives or subcontractors on or after the Effective Date in relation to any Workstream shall be jointly owned by the Parties.
- 16.3. Each Party hereby grants to the other Parties a non-exclusive, irrevocable, royalty-free, perpetual licence to use, copy, modify, adapt, publish, create derivative works from, sub-licence and transfer:
 - 16.3.1. that Party's Background IPR to the extent it is incorporated in any product, service or deliverable created by another Party for any Workstream; and
 - 16.3.2. all its other Intellectual Property (including its rights in any jointly owned Intellectual Property referred to in **Clause 16.2**) in any product, service or deliverable created by it or its staff, representatives or subcontractors on or after the Effective Date,for any purpose in connection with the Workstreams in accordance with the Workstream Objectives and to the extent necessary to perform its obligations under this Agreement.
- 16.4. Each Party shall immediately give written notice to the other Parties of any actual, threatened or suspected infringement of any Intellectual Property (whether jointly or solely owned) used or created in furtherance of this Agreement or any Workstream.

17. Limitation of Liability

- 17.1. Subject to **Clause 17.4**, the PCC's liability to each Project Partner and each Project Partner's liability to the PCC under this Agreement shall be limited in aggregate over the term of this Agreement to an amount equivalent to the total amount of funding for the relevant Workstream set out in **Schedule 4**.
- 17.2. Subject to **Clause 17.4**, the PCC shall not be liable to any Project Partner for:
 - 17.2.1. any indirect, special or consequential loss or damage;
 - 17.2.2. any loss of profits, turnover, data, business opportunities, anticipated savings or damage to goodwill (whether direct or indirect); or
 - 17.2.3. any loss, whether direct or indirect, arising from:
 - 17.2.3.1. the Project Partner conducting or undertaking the Workstream; or
 - 17.2.3.2. the use of the Workstream Funding by the Fire Authority or any other Project Partner; or
 - 17.2.3.3. the late payment (in whole or in part) of any Workstream Funding; or
 - 17.2.3.4. the withdrawal of Workstream Funding in accordance with the terms of

this Agreement.

- 17.3. Subject to **Clauses 17.1 and 17.2**, to the extent that any Party commits any failure, breach, negligence or default arising under or in relation to its obligations under a Workstream or this Agreement, that Party will indemnify the other Parties (each a “**Liability Indemnified Party**”) in respect of all of its liabilities, losses, costs (including reasonably incurred legal costs), damages and claims arising from such failure, breach, negligence or default except to the extent that the liability, loss or claim is directly caused by or directly arises from the negligence, breach of this Agreement or applicable law by the Liability Indemnified Party or its representatives.
- 17.4. No Party limits its liability to any other Party for:
 - 17.4.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
 - 17.4.2. fraud or fraudulent misrepresentation by it or its employees.
- 17.5. The provisions of this **Clause 17** shall remain in force notwithstanding the termination or expiry of this Agreement.
18. Confidentiality, Freedom of Information and Data Protection
 - 18.1. Each Party shall comply with the provisions of the DPA to the extent that it applies to their operations in connection with this Agreement and shall not by act or omission, put any other Party in breach of, or jeopardise its registration under, the DPA.
 - 18.2. Each Party shall:
 - 18.2.1. treat all Confidential Information belonging to any other Party as confidential and safeguard it accordingly; and
 - 18.2.2. not disclose any Confidential Information belonging to another Party to any person without the prior written consent of that Party except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
 - 18.3. No Party shall use any Confidential Information issued or provided by or on behalf of another Party in connection with this Agreement (or a Workstream) otherwise than for the purpose of this Agreement or the relevant Workstream (except with the prior written consent of that Party).
 - 18.4. Without prejudice to the generality of its obligations under **Clauses 18.2 and 18.3**, each Party shall take all necessary precautions to ensure that all Confidential Information obtained from any other Party under or in connection with this Agreement (and/or a Workstream):
 - 18.4.1. is given only to such of the first Party’s employees, sub-contractors, professional advisers or consultants as is strictly necessary for the performance of this Agreement (or the relevant Workstream) and only to the extent necessary for the performance of this Agreement (or the relevant Workstream); and
 - 18.4.2. is treated as confidential and not disclosed or used (except in either case with the prior written consent of the relevant Party) by any employees, sub-contractors, professional advisers or consultants otherwise than for the purposes of performing its obligations under this Agreement (or the relevant Workstream).
 - 18.5. The provisions of **Clauses 18.2 to 18.4** shall not apply to any information:
 - 18.5.1. which is already in the public domain other than through previous default by the Party making the disclosure or any other person to whom that Party is permitted to disclose such information under this Agreement;
 - 18.5.2. which is required to be disclosed by law whether under the FOIA or EIR or otherwise;
 - 18.5.3. which is required to be disclosed by order of a court of competent jurisdiction;
 - 18.5.4. which is required to be disclosed by a Party to any department, office or agency of the Government;

- 18.5.5. which was obtained from a third party without obligation of confidentiality;
 - 18.5.6. which was already in the possession of the Party making the disclosure without restrictions as to its use before it came into that Party's possession or knowledge as a result of or in connection with this Agreement; or
 - 18.5.7. is reasonably required by any person engaged in the performance of their obligations in relation to this Agreement for the performance of those obligations.
- 18.6. In the case of any disclosure by any Party pursuant to **Clause 18.4 or Clause 18.5.7**, if the Party to whom the Confidential Information belongs considers it desirable, the Party wishing to make the disclosure shall first obtain from the person to whom disclosure is to be made a confidentiality undertaking in similar terms to those contained in **Clauses 18.2 to 18.5**.
- 18.7. Each Party acknowledges that, in order to be compliant with the FOIA and the EIR, the other Parties may be obliged, on request, to provide or consider the provision of information to third parties where that information constitutes or may constitute Confidential Information.
- 18.8. Subject to the provisions of this **Clause 18**, each Party shall assist any of the other Parties in complying with its obligations under the FOIA and/or EIR, including but not limited to assistance without charge in gathering and providing information to the other Parties to respond to a Request for Information.
- 18.9. The Parties further acknowledge that, notwithstanding any other provisions of this **Clause 18**, the Parties may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose information that is or may be Confidential Information:
- 18.9.1. in certain circumstances without consulting with the other Party(ies); or
 - 18.9.2. following consultation with the other Party(ies) and having taken the other Party's(ies') views into account;
- provided always that where **Clause 18.9.1** applies, the first Party shall where appropriate and without putting itself in breach of legislation, in accordance with the recommendations of the FOIA Code, draw this to the attention of the other Party(ies) prior to any disclosure.
- 18.10. Subject to each Party complying with its obligations under this **Clause 18**, no Party shall be liable for any loss, damage, harm or other detriment suffered by any other Party or any contractor of any other Party arising from the disclosure of any information, whether or not such information is Confidential Information, falling within the scope of the FOIA or EIR.

19. Notices

- 19.1. Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left hand column below and shall be deemed to be received on the corresponding day set out in the right hand column.

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

- 19.2. The Parties' addresses for the receipt of notices are, until changed by notice given in accordance with this **Clause 19**, the addresses set out on page 1 of this Agreement.

20. Variation of this Agreement

20.1. Following the execution of this Agreement, no amendment or variation to this Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each Party.

21. Termination

21.1. The Parties agree that this Agreement may be terminated at any time by the agreement of all the Parties.

21.2. The PCC may, without prejudice to its other rights and remedies, by notice in writing to the Fire Authority immediately terminate the provision of Workstream Funding for a specified Workstream:

21.2.1. if the Workstream Funding or any part of the Workstream Funding is being used for any purpose other than the purpose set out in this Agreement; or

21.2.2. if the Fire Authority or any other Project Partner (the “**Defaulting Party**”):

21.2.2.1. has been involved in any illegal activity or improper act in its administration;

21.2.2.2. is in material or persistent breach of any of its obligations under this Agreement (or the relevant Workstream) and if that breach is capable of remedy and the Defaulting Party has failed to remedy that breach within 20 Business Days after receiving written notice requiring it to remedy that breach; or

21.2.2.3. is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Defaulting Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Defaulting Party or the Defaulting Party enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

21.2.2.4. ceases or threatens to cease carrying on its business or operations in relation to the Workstream.

21.3. The PCC may this Agreement or its provision of Workstream Funding for a specified Workstream at any time by giving not less than nine months’ written notice to the Project Partners.

21.4. Any Project Partner may terminate its participation in this Agreement at any time by giving not less than nine months’ written notice to the other Parties.

22. Consequences of Termination

22.1. In the event of termination of this Agreement (in whole or part) for any reason or upon its expiry:

22.1.1. the Parties shall use their best endeavours to cooperate and provide mutual support to each other on any matter relating to the termination or expiry of this Agreement;

22.1.2. the Parties shall take all steps to promptly dispose of any property, equipment, vehicles and assets held by any Party in respect of a specified Workstream using all reasonable endeavours to obtain market value provided that each Party shall have the right exercisable within 20 Business Days of termination or expiry of this Agreement to purchase any such assets at their market value at the date of such termination or expiry;

22.1.3. each Party shall be responsible for consulting with those of its staff (who have been engaged in performing services for any Workstream) on any possible consequences

that may arise pursuant to the termination or expiry of this Agreement;

- 22.1.4. any Intellectual Property developed by the Parties for any Workstream shall be vested jointly in the Parties;
 - 22.1.5. the PCC shall not be liable to make any payment of any unpaid or future instalments of the Workstream Funding in respect of the terminated Workstream(s);
 - 22.1.6. each Party shall within 5 Business Days of such termination or expiry return (or, at the owning Party's option, destroy) all Confidential Information (and any other information or copies thereof) belonging to any other Party in its possession or under its control in respect of the terminated Workstream(s); and
 - 22.1.7. the Fire Authority shall repay to the PCC any unspent Workstream Funding for the terminated Workstream(s) within 5 Business Days.
- 22.2. Without prejudice to **Clause 22.1**, if any Project Partner withdraws from this Agreement in accordance with **Clause 21.4** then in recognition of the potential administrative and financial repercussions for the PCC, the withdrawing Project Partner shall:
- 22.2.1. use its best endeavours to arrange for any assets held by it for or on behalf of a Workstream to be transferred to a Party, nominated by the LLR SPDF Programme Board, who shall hold the assets for or on behalf of the relevant Workstream;
 - 22.2.2. waive any entitlement or claim to any assets held by any Party for and on behalf of the Project or transferred by them to any Party to hold for and on behalf of a Workstream; and
 - 22.2.3. indemnify the other Parties against all costs, claims, losses, expenses or liabilities (including any redundancy costs) to the extent arising from, or as a consequence of any act, event or omission of the withdrawing Party occurring before the expiry of the notice of their withdrawal from this Agreement.
- 22.3. Termination (in whole or in part) or expiry of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

23. Disputes and Arbitration

- 23.1. Any dispute between the Parties arising out of or in connection with this Agreement or its dissolution shall in the first instance be referred to the LLR SPDF Programme Board for discussion and attempt to resolve the matter.
- 23.2. If the dispute is not resolved at the LLR SPDF Programme Board meeting the dispute shall be referred to the Strategic Partnership Board for discussion and attempt to resolve the matter.
- 23.3. If the dispute is not resolved at the Strategic Partnership Board meeting the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.
- 23.4. Nothing in this **Clause 23** shall restrict, at any time while any dispute resolution procedure is in progress or before it is evoked, the freedom of any Party to commence legal proceedings to preserve a legal right or remedy pending the outcome of the dispute.

24. Assignment

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

25. Illegal/unenforceable Provisions

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

26. Waiver of rights

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

27. Entire Agreement

- 27.1. This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this **Clause 27** does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

28. Third Parties and Successors

- 28.1. No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce this Agreement.
- 28.2. Any change in the legal status of any Party such that it ceases to be a legal entity for the purpose of this Agreement shall not affect the validity of this Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to that Party.

29. No Partnership

- 29.1. Nothing in this Agreement shall constitute a legal partnership, joint venture or agency between the Parties nor authorise any Party to make or enter into any commitments for or on behalf of any of the other Parties other than as expressly set out in this Agreement.

30. Further Assurances

- 30.1. Each Party shall, at the reasonable request of any other Party, take any action and execute any document and/or provide all reasonable support and assistance reasonably requested by any other Party in order to give effect to any of its rights under this Agreement.

31. Costs

- 31.1. Save as where otherwise provided by this Agreement, or by legislation, each Party shall bear its own expenses, costs, risks and liabilities arising out of, or pursuant to, the preparation and performance of this Agreement.

32. Counterparts

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

33. Governing Law

- 33.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims), shall be governed by, and construed in accordance with, English law and the Parties irrevocably agree that, subject to **Clause 23**, the English Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

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

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Leicestershire

Name:	
Signature:	
Date:	
Party:	Leicester, Leicestershire and Rutland Combined Fire Authority

Name:	
Signature:	
Date:	
Party:	The Chief Constable of Leicestershire Police

Name:	
Signature:	
Date:	
Party:	East Midlands Ambulance Service NHS Trust

Name:	
Signature:	
Date:	
Party:	Leicester City Clinical Commissioning Group

Name:	
Signature:	
Date:	
Party:	Leicester City Council

SCHEDULE 1

Key Roles

Part 1 - Strategic Lead

1. The Strategic Lead shall be responsible for maintaining strategic oversight of the Project. This will require a close working relationship and regular meetings with the BB Coordinator alongside regular attendance at the LLR SPDF Programme Board. In addition, the Strategic Lead shall:
 - 1.1. provide line management oversight of the BB Coordinator and be the first port of call for the BB Coordinator when escalation is required;
 - 1.2. take responsibility in representing the project where required to do so at wider partnership events or as best practice nationally;
 - 1.3. attend meetings with the PCC where required to ensure the smooth implementation and running of the Project.

Part 2 - BB Coordinator

1. The BB Coordinator shall carry out and be responsible for the following:
 - 1.1. the organisation, direction and coordination of all of the Workstreams;
 - 1.2. preparing and providing a business plan for each Workstream including baseline performance data (to ensure the maintenance and continued development of the Workstream in line with the strategic aims of the Parties), an annual budget and expenditure for consideration and approval by the PCC;
 - 1.3. the controlling and monitoring of expenditure against budget and resources of each Workstream and reporting to the PCC any over or under spend and the reasons for such;
 - 1.4. reporting to the LLR SPDF Programme Board every [quarter][two months] on each Workstream's performance by reference to any key performance indicators or targets set by the LLR SPDF Programme Board (including any set out in the Business Case for any approved new Workstream), together with an outline budget and return for the BB Project;
 - 1.5. preparing any other document or report reasonably required by the Fire Authority, the PCC and/or the LLR SPDF Programme Board.

SCHEDULE 2

PCC Support

The PCC shall provide the following project assurance and support during mobilisation and some ongoing specialist commissioning advice and assistance as required throughout each Workstream.

1. Commissioning Support

- 1.1. In accordance with **Clause 6.2**, the PCC shall support the Fire Authority in the development of any specifications, lead on the production of the associated procurement documents, run the procurement process up to the point of contract award and deliver implementation of the commissioned service in partnership with the Fire Authority.

2. Project Assurance and Support

- 2.1. The PCC shall provide client side project assurance and support during mobilisation which will include the following:
 - 2.1.1. assisting the BB Coordinator in making the appropriate links within Leicestershire Police;
 - 2.1.2. providing support to enable the Fire Authority to ensure Workstream documentation is cohesive and consistent across the Project;
 - 2.1.3. facilitating the setting up of governance arrangements for the Project;
 - 2.1.4. assisting the BB Coordinator in mapping the interdependencies between other Fund projects;
 - 2.1.5. assisting the BB Coordinator in scoping out individual Workstreams.

SCHEDULE 3

Fire Authority's Responsibilities

[DN: please check/update as appropriate]

1. Subject to **Paragraph 3**, the Fire Authority shall carry out and be responsible for the following:
 - 1.1. managing, directing and controlling the overall performance of the Workstream in accordance with the Workstream Objectives;
 - 1.2. supervising and monitoring any subcontractors performing services for the Workstream;
 - 1.3. organising and attending meetings (including service review meetings) with any subcontractors and the PCC (or his representative);
 - 1.4. providing action points from any meetings within 5 Business Days of the relevant meeting;
 - 1.5. actively managing any contracts with, and enforcing any breach of contracts by any subcontractor performing services for a Workstream including:
 - 1.5.1. monitoring service performance and conducting review meetings,
 - 1.5.2. ensuring the contracts are performed in accordance with their terms;
 - 1.5.3. initiating suspension or termination of any contract, or any service, in accordance with the terms of the relevant contract;
 - 1.5.4. agreeing service development and improvement plans with subcontractors;
 - 1.5.5. agreeing service variations;
 - 1.5.6. agreeing information and reporting requirements, and managing information breaches;
 - 1.5.7. agreeing charges and expenses payable;
 - 1.5.8. implementing financial adjustments or sanctions resulting from breaches of any subcontractor obligations;
 - 1.5.9. managing service user complaints;
 - 1.5.10. initiating and conducting dispute resolution with the subcontractor;
 - 1.5.11. the appointment of an auditor to audit the subcontractor's compliance with the relevant contract (where this is required); and
 - 1.5.12. agreeing any remedial action plan or related contract management processes; and
 - 1.6. keeping the BB Coordinator informed of service performance for the relevant Workstream.
2. The Fire Authority shall:
 - 2.1. provide performance information on the Workstreams to the PCC within a reasonable time following a request for the same;
 - 2.2. work with the PCC and any subcontractors to resolve any service delivery concerns (including acting upon any reasonable request by the PCC to deal with any non-performance by a subcontractor which comes to the attention of the PCC) within an identified and agreed timetable;
 - 2.3. notify the PCC immediately of any material matters that may have an impact on the reputation of the PCC and/or any other Party;
 - 2.4. meet with any subcontractor(s) at least quarterly to report and discuss the delivery of the Workstream; and
 - 2.5. ensure the PCC is invited to and entitled (but not obliged) to attend any formal meetings with any subcontractor(s) and to raise concerns with any subcontractor(s).

3. The Fire Authority agrees that it will not seek to:
 - 3.1. change, amend or vary the purposes, scope or nature of the Workstream;
 - 3.2. request or agree a variation under any contract where such action would have an adverse impact on the Workstream;
 - 3.3. vary the quality and/or standard of service in respect of any Workstream; or
 - 3.4. vary the terms of any contract for the provision of services or goods in relation to a Workstream in respect of data protection, freedom of information, transfer of services on exit/termination, audit or TUPE,without the prior written consent of the PCC.

SCHEDULE 4**Workstream Funding**

[DN: please check/complete the table as appropriate- in particular the figure – the contents have been based on the information contained within the final business plan]

Workstream Name	Total/maximum Workstream Funding (£)	Workstream Instalments [DN: insert against each Workstream the instalment details eg two annual instalments to be made on 1 st April in each financial year]
Provision of 1FTE Community Safety Educator from the Fire Authority	55,084	
Provision of 1FTE Paramedic from EMAS	80,000	
Provision of 1FTE Community Engagement/District Nurse from EMAS	80,000	
6 Tablets	2,400	
6 Mobile Phones + usage	3,600 (£20/phone/month)	
Provision of secure email addresses	[TBC]	
Provision of links to all "Blue Light" web addresses	[TBC]	
Web Development	3,000	
Promotional Material	5,000	
Community Engagement Activities	110,000	
Citizens Academy (Caretaker salary)	2,400 (£20/night for 10 courses of 12 weeks)	
Refreshments for Citizens Academy	2,400 (£20/night for 10 courses of 12 weeks)	
Provision of transportation to location of Citizens Academy	6000 (£50/night for 10 courses of 12 weeks)	
Academic Evaluation (DMU/Leicester University)	15,000	

SCHEDULE 5

LLR SPDF Programme Board Terms of Reference

1. The LLR SPDF Programme Board's Terms of Reference

1.1. The LLR SPDF Programme Board shall:

- 1.1.1. monitor and report to the Strategic Partnership Board each Workstream's compliance with legal requirements and national standards;
- 1.1.2. monitor the ethical and equality standards within each Workstream;
- 1.1.3. discuss and propose ideas for developing the BB Project (including the improvement of existing Workstreams and the creation of new Workstreams);
- 1.1.4. approve or reject Business Cases proposed by any Project Partner pursuant to **Clause 11.2.**

[DN: set out any other key terms of reference for this Board]

SCHEDULE 6

BB Project Board Terms of Reference

1. The BB Project Board's Terms of Reference

1.1. The BB Project Board shall:

- 1.1.1. have overall responsibility for delivery of the Project and each Workstream in line with its budget;
- 1.1.2. monitor progress of the Project and each Workstream against the Workstream Objectives; and
- 1.1.3. monitor and report to the LLR SPDF Programme Board, the performance of each Workstream by reference to any key performance indicators or targets set by the LLR SPDF Programme Board (including any set out in the Business Case for any approved new Workstream), together with a quarterly report on income and expenditure against budget for each Workstream;

[DN: set out any other key terms of reference for this Board.]

SCHEDULE 7
Resource Contributions

[DN: please check/complete the table as appropriate – the information set out below has been based on the information contained within the final business plan]

Each Party shall provide the following officers and staff:

Party	Project Role	Numbers (Full Time Equivalent (FTE)) [DN: Please complete]
the Fire Authority	Project Executive, Project Board	
The Chief Constable	Senior User, Project Board	
EMAS	Senior User, Project Board	
The City Council	Senior User, Project Board	
The CCG	Senior User, Project Board	
The Fire Authority	Senior Supplier, Project Board	
The Chief Constable	Senior Supplier, Project Board	
EMAS	Senior Supplier, Project Board	
The Chief Constable	Comms Lead, Project Board	
The Fire Authority	Project Assurance, Project Board	
The Fire Authority	Project Manager, Project Team	
The Chief Constable	Police Lead, Project Team	
EMAS	EMAS Lead, Project Team	
The Fire Authority	Data Lead, Project Team	
The CCG	CCG Lead, Project Team	
The City Council	City Council Lead, Project Team	
The Fire Authority	Team Leader, Task Force	1 FTE
The Chief Constable	Task Force Member	2 FTE
EMAS	Task Force Member	1 FTE
The City Council	Task Force Member	1 FTE
The Chief Constable	Data Team, Task Force	1 FTE
EMAS	Data Team, Task Force	1 FTE
The City Council	Data Team, Task Force	1 FTE
The CCG	Data Team, Task Force	1 FTE