

**DECISION NOTICE**

**Decision author and proposer: Lisa Lees, Strategic Planning Manager & Melinda Edwards, Deputy Monitoring Officer**

<b>Subject/ Title:</b>
<p><b>Collaboration Agreement Pursuant to Sections 22A to 22C, 23 and 23A of the Police Act 1966 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011)</b></p> <p><b>Relating to:</b></p> <p><b>THE MODERN SLAVERY AND ORGANISED IMMIGRATION CRIME PROGRAMME 2023-2024 NATIONAL s22A COLLABORATION AGREEMENT</b></p>

<b>Type of decision:</b>			
<b>Deputy Mayor's decision</b>	<b>X</b>	<b>Chief Officer's decision</b>	

**In all cases this will need to be approved by the Director Police, Crime, Criminal Justice and Fire.**

<p><b>The decision is that:</b></p> <p><b>The Deputy Mayor authorises the entering into of the above S.22A agreement, for the Modern Slavery and Organised Immigration Crime Programme.</b></p> <p><b>The purpose of this Agreement is to provide a national team, funded by the External Funding, to deliver the responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme.</b></p>
<p><b>The reasons for the decision are:</b></p> <p>A National Collaboration Agreement was entered into by Chief Officers and Policing Bodies under section 22A of the Police Act 1996 dated December 2019 pursuant to which they established a collaborative venture known as the Modern Slavery Police Transformation Programme (now the Modern Slavery and Organised Immigration Crime Programme) with the aim of providing support to police forces in England and Wales to improve their response to Modern Slavery through the establishment of the Modern Slavery Teams.</p> <p>1. The 2019 Collaboration Agreement stated that the Strategic Oversight Board</p>

shall be entitled to recommend that the Programme shall continue beyond 31st March 2020 provided that the terms of the agreement to continue the Programme beyond 31st March 2023 are the terms set out in the APACCE approved model s22A Agreement. Accordingly, the Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 on the terms set out in the APACCE Agreement dated April 2022 confirming the extension of the Programme during the period from 1st April 2023 to 31st March 2025.

2. The Chief Officers, Policing Bodies and other Parties now wish to confirm the extension of the Programme during the period 1st April 2023 to 31st March 2025 and accordingly wish to enter into a further Modern Slavery collaboration agreement (again on the terms set out in the APACCE Agreement) pursuant to section 22A of the Police Act 1996. The purpose of this Agreement is to provide a national team, funded by the External Funding, to deliver the responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme.
3. The new draft Modern Slavery and Organised Immigration Crime Programme 2023-2024 Collaboration Agreement continues to adopt the usual outline APPACE approved model s22A Collaboration Agreement that is now used for most regional and national collaborations. For the most part, the new Agreement remains unchanged from the 2021-22 agreement that was signed by all parties. Some key changes have been made to the governance structure of the Programme at the request of the Lead Chief Officer which can be found in Schedule 3 Governance Boards Terms of Reference. The new governance structure has a streamlined Strategic Assurance Board with an expanded Programme Board to ensure appropriate scrutiny from policing bodies, the Home Office Modern Slavery Unit, Home Office Organised Immigration Crime unit and other partners.
4. There is a provision in clause 3.2.9 of the Modern Slavery and Organised Immigration Crime Programme Collaboration Agreement for the periodic review of the Collaboration Agreement. In addition, Clause 24.1 provides that the Parties may review the Agreement on an annual basis or as determined by the Policing Bodies in accordance with Clause 3.2.9.
5. **The responsibilities and aims of the Modern Slavery and Organised Immigration Crime Programme are:**
  - to protect vulnerable people by driving and embedding an innovative, consistent, and effective policing response to modern slavery and organised immigration crime;
  - to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of the provision of policing response to modern slavery and organised immigration crime; and
  - anything which could be considered incidental or ancillary to any of the aforementioned strategic aims.

**Governance:**

6. It is proposed that there should be a Strategic Assurance Board for the Modern Slavery and Organised Immigration Crime Programme which will be chaired by

the Lead Policing Body (The Policing and Crime Commissioner for Devon and Cornwall). It is proposed that there should also be a Programme Board which will be chaired by the Lead Chief Officer (Chief Constable of Devon and Cornwall). The proposed Terms of Reference of the Strategic Assurance Board and Programme Board (together with any other governance bodies applicable to the Modern Slavery and Organised Immigration Crime Programme) are set out in Schedule 3 of the Collaboration Agreement.

**This decision will contribute to priorities of the Greater Manchester strategy in the following ways:**

The GM Police and Crime Plan commits to supporting victims of modern slavery and tackling serious and organised crime as key priorities.

**Procurement comments:**

There are no procurement implications to this agreement.

**Financial comments:**

Schedule 2 of the Agreement provides that the total amount of the Budget for the Modern Slavery and Organised Immigration Crime Programme for 2023/24 is £3,906,859 and will cover all staffing and running costs of the Modern Slavery and Organised Immigration Crime Programme.

The Budget is anticipated to be fully funded by the Home Office Grant and Financial Contributions will only be required from Policing Bodies if a shortfall occurs between the actual expenditure and the Grant received and is approved in accordance with the procedure set out in Clauses 10.9 and 3.2.5.3.

The SFA is making some internal enquiries as to whether any consideration has been given for provision to be made of some amount for this possibility, should it happen.

**Therefore, it is expected that the collaboration will be fully funded by the Home Office but any expenditure in excess of this funding in the event of a shortfall will be met by Policing Bodies and GMPs % ratio is 5.1%.**

If a participating Policing Body secures any External Funding on behalf of the Modern Slavery and Organised Immigration Crime Programme, that

Party has to pay such funds to the Lead Policing Body to be held for the account of the Modern Slavery and Organised Immigration Crime Programme (unless the Parties unanimously agree otherwise in writing) and the funding shall be used in accordance with the Collaboration Agreement and the Funding Conditions.

The staff within the Centrally Funded Team and the Resource Contribution are to be employed by the Chief Officer or Policing Body of the relevant Police Service identified against that staff in Schedule 5 of the Collaboration Agreement. At the outset of the Agreement, no staff are intended to transfer to the Lead Chief Officer, the Lead Policing Body or any other Party under TUPE. The Parties also agree that TUPE has no application to positions within the Centrally Funded Team or to other staff performing roles within (or who have been deployed into) the Modern Slavery and Organised Immigration Crime Unit as at the date of the Agreement. All other staff roles within the Modern Slavery and Organised Immigration Crime Programme will remain the employees of their original employing Chief Officer or Policing Body and deployed into the Modern Slavery and Organised Immigration Crime Unit by their employing Party.

In the event of redundancies of any staff that provide support to the Collaboration (including any member of the Centrally Funded Team), the relevant employing Party will follow its own redundancy procedure in respect of the police staff in its employ, if any. The cost of any redundancies of staff who are members of the Centrally Funded Team shall initially be paid by the employing Party but shall be considered a liability of the Modern Slavery and Organised Immigration Crime Unit and shared between the Parties in accordance with the Funding Principles. The cost of any redundancies of staff who are not members of the Centrally Funded Team shall be paid by the employing Party and shall not be considered a liability of the Modern Slavery and Organised Immigration Crime Programme (unless the Parties agree otherwise in writing).

In the event that the Modern Slavery and Organised Immigration Crime Programme was terminated or a decision was taken that it be wound up, any surplus monies after payment of any creditors or liabilities (which include any costs or liabilities incurred by a Party in making any staff of the Modern Slavery and Organised Immigration Crime Programme redundant), if there were to be any, shall be divided in accordance with any Funding Conditions and thereafter between the Parties in accordance with the Apportionment Ratio and in the event of any deficiency the Parties shall bear the deficiency in the same proportion.

Should GMP itself wish to withdraw from the Modern Slavery and Organised Immigration Crime Programme, GMCA would have to withdraw as well, and not less than twelve months' written notice to expire on 31st March in the relevant financial year would need to be given to the Strategic

Assurance Board and to the Chief Officers and the Policing Bodies of the other Police Services.

The penalties or consequences of GMP withdrawing, recognising the potential administrative and financial repercussions for the other Police Services that continue to remain party to the Collaboration Agreement, would be;

- GMP would have to use its best endeavours to arrange for any assets held by it for or on behalf of the Modern Slavery and Organised Immigration Crime Programme to be transferred to a Party nominated by the Management Board who shall hold the assets for or on behalf of the Modern Slavery and Organised Immigration Crime Programme.
- GMP would have to return any Police Data relating to the Modern Slavery and Organised Immigration Crime Programme. In practice, this is likely to involve the voluntary transfer of any incident data to Devon and Cornwall Constabulary as Lead Force, where the Chief Constable of Devon and Cornwall will become Controller of that Data.
- GMP would have to waive any entitlement or claim to any assets held by any Party for and on behalf of on behalf of the Modern Slavery and Organised Immigration Crime Programme.
- GMP would continue to be liable for all Financial Contributions and Resource Contributions due from it until the date of expiry of the 12 month' notice period.
- Further, GMP would not be permitted to sub-license, sell, rent, lease, distribute or otherwise commercially exploit the Intellectual Property in any products, services or deliverables created by the Modern Slavery and Organised Immigration Crime Programme without the consent in writing of the other Parties.

The Collaboration Agreement incorporates an Information Assurance Obligations Schedule 4 that includes Data Protection provisions that includes Freedom of Information and Information Management and Security Requirements for all Police Data.

**Legal comments:**

The S.22 Agreement has been reviewed by the GMCA Deputy Monitoring officer who has approved its content.

**Risk Assessment:**

One of the general principles of the Collaboration Agreement is that each Party is to share fairly the benefits, risks and liabilities of the collaboration. Consequently, although the Lead Policing Body and Lead Chief Officer (Devon and Cornwall) are leading the delivery of the collaboration, any costs, expenses or other liabilities incurred by them in relation to the

Modern Slavery and Organised Immigration Crime Programme should rest with the Parties and should be shared between the Policing Bodies in accordance with the Funding Principles.

The Parties agree that they shall not obtain joint insurance cover for the Modern Slavery and Organised Immigration Crime Programme. Each Policing Body has to individually obtain, arrange and ensure that it maintains an adequate level of insurance (including but not limited to employer's liability, public liability and professional negligence insurance) to cover any losses, claims, damages, costs, etc that it (or its officers, staff, agents and/or contractors under its direction and control) may incur in the performance of its duties which arise out of its participation in the Modern Slavery and Organised Immigration Crime Programme as a consequence of the Collaboration Agreement.

In this regard, each Policing Body is required notify its insurers or prospective insurers of the existence of the Modern Slavery and Organised Immigration Crime Programme and provide sufficient disclosure to allow for an insurance policy to be obtained or amended.

As the Modern Slavery and Organised Immigration Crime Programme is not a legal entity in its own right, liability cannot therefore attach to it. The Parties to the Collaboration agree that any loss, claim, cost, liability or expense suffered or incurred by any Party arising from or relating to the operation of the Modern Slavery and Organised Immigration Crime Programme shall be shared between the Parties in accordance with the Apportionment Ratio applicable to the Modern Slavery and Organised Immigration Crime Programme at the time the Liability is suffered or incurred by the relevant Party unless and to the extent that alternative arrangements are agreed by the Parties.

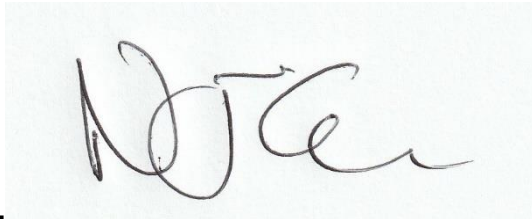
**Is safeguarding of children relevant and has this been considered:**

Not applicable

**Is safeguarding of vulnerable adults relevant and has this been considered:**

Not applicable

**Agreed by Director – Police, Crime, Criminal Justice and Fire**



Signed...  
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Date...23<sup>rd</sup> May 2024.....

Agreed by GMCA Treasurer



Signed

Date 20/05/2024

Agreed by Deputy Mayor

Only required for a Deputy Mayor Decision on amounts of £50,000+



Signed: .....

Date: ...28<sup>th</sup> May 2024.....

Contact Officer: