

**POLICE AND CRIME COMMISSIONER (PCC) FOR LINCOLNSHIRE  
REQUEST FOR DECISION**

REF: 029 / 2015

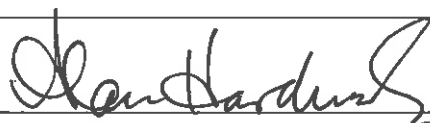
DATE: 16 September 2015

<b>SUBJECT</b>	<b>SERVICE LEVEL AGREEMENT FOR NATIONAL SECURITY VETTING BY FOREIGN AND COMMONWEALTH OFFICE (FCO)</b>
<b>REPORT BY</b>	<b>CHIEF CONSTABLE</b>
<b>CONTACT OFFICER</b>	<b>Jen Chapman, DP &amp; FOI Manager</b> <b>Tel 01522 947102</b> <b>John Day, Senior Vetting Officer</b> <b>Tel 01522 947111</b>
<b>EXECUTIVE SUMMARY AND PURPOSE OF REPORT.</b> <p>To achieve the necessary provision of National Security Vetting at a viable and sustainable cost, by means of a Service Level Agreement (SLA) agreed to by the East Midlands Forces for work carried out by the Foreign and Commonwealth Office (Services) (FCOS)</p>	
<b>RECOMMENDATION</b>	<i>That the SLA for sourcing this work from FCOS is accepted and approved.</i>

**POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE**

I hereby approve the recommendation above, having considered the content of this report.

Signature:



Date: 16/09/15

**A. NON-CONFIDENTIAL FACTS AND ADVICE TO THE PCC**

**A1. INTRODUCTION AND BACKGROUND.**

1. An integral part of the counter terror aspect of any UK vetting process is National Security Vetting (NSV). The provision of national security vetting (NSV) includes: Counter Terrorist Check, Security Check and some elements of the DV process.
2. The purpose of NSV is to protect *government* national security assets.
3. This has in the past been achieved directly from Lincolnshire Police via secure Server to the Security Service. This system fell out of service last September and

since then this form of vetting has been successfully undertaken on our behalf by FCO(S) using a system believed too expensive to 'own' by individual Forces.

4. This agreement has been reviewed and approved by Michelle Tilston, Solicitor, who works for the East Midlands Police Legal Services.

## **A2. LINKS TO POLICE AND CRIME PLAN AND PCC'S STRATEGIES/PRIORITIES.**

By ensuring that all Officers and Staff have the appropriate vetting for their role and access it will link to following strategies/priorities.

- Reduce Crime
- A fair deal for the people of Lincolnshire
- Policing and Services that are there when you need them

It also complies with Sect 6 of the Police Act 1996 to assist the Chief Constable in managing an "efficient and effective" Force.

## **B. FINANCIAL CONSIDERATIONS:**

The number of such checks has been dramatically reduced since Nov 14 and it is now anticipated that no more than 50 such checks, including officers, staff and partners will be necessary per financial year and the requisite sum has been made available annually from Central Budget. This amount (£1,000) is offset by monies generated by the Vetting Unit of some £37,445 approximately per financial year.

## **C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS:**

The legal position of the NSV procedures is fully catered for and discussed within the current ACPO National Vetting Policy for the Police Community with which it complies fully and the SLA.

## **D. PERSONNEL AND EQUALITIES ISSUES.**

This is catered fully by the current ACPO National Vetting Policy outlined above and the SLA.

## **E. REVIEW ARRANGEMENTS.**

The SLA will be reviewed on an annual basis, or as determined by the Police and Crime Commissioners or Chief Constables.

## **F. RISK MANAGEMENT.**

This will be managed on a daily basis by The Force Vetting Officer and overseen by the FoI and DP Manager.

## G. PUBLIC ACCESS TO INFORMATION

Information in this form along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation. Part 1 of this form will be made available on the PCC's website within one working day of approval. However, if release by that date would compromise the implementation of the decision being approved, publication may be deferred. An explanation for any deferment must be provided below, together with a date for publication.

Is the publication of this form to be deferred? No

If Yes, for what reason:

Until what date:

Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate part 2 form.

Is there a part 2 form? No

If Yes, for what reason:

## ORIGINATING OFFICER DECLARATION

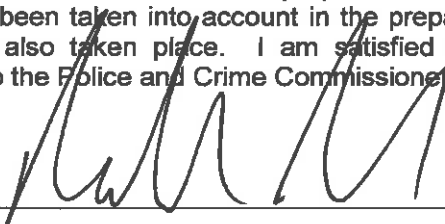
	Initial to confirm
Originating Officer: [Jen Chapman] recommends this proposal for the reasons outlined above.	JAR.
Financial advice: The PCC's Chief Finance Officer has been consulted on this proposal.	JCF
The CC's Chief Finance Officer has been consulted on this proposal.	AR/
Monitoring Officer: The PCC's Monitoring Officer has been consulted on this proposal	MD
Chief Constable: The Chief Constable has been consulted on this proposal	NR

## OFFICER APPROVAL

**Chief Executive**

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. Consultation outlined above has also taken place. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lincolnshire.

**Signature:**



**Date:** 16/9/15



**FCO SERVICES**

Part of the Foreign and Commonwealth Office

## **Service Level Agreement Between**

- (1) THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE  
& THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE**
- (2) THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE & THE  
CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY**
- (3) THE POLICE AND CRIME COMMISSIONER FOR  
NORTHAMPTONSHIRE & THE CHIEF CONSTABLE OF  
NORTHAMPTONSHIRE POLICE**
- (4) THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE &  
THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE**
- (5) THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE &  
THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE**

**and**

**NSV (FCO Services)**

**For the provision of  
Vetting Services**

## Document History

Version	Date	Comments
V0.1	19/09/2014	1 <sup>st</sup> Draft – FCO Services
V0.2	26/11/2014	2 <sup>nd</sup> Draft – EMPLS
v0.3	27/05/2015	3 <sup>rd</sup> Draft – NSV (FCO Services) Agreement date: 1 <sup>st</sup> June 2015 Addition (page 22) – annual charges
V0.4	18/6/15	4 <sup>th</sup> draft - EMPLS
V0.5	16/7/15	5 <sup>th</sup> Draft – FCO Services
V0.6	21/7/15	6 <sup>th</sup> draft – EMPLS
V0.6.1	05/08/15	Final draft – Minor changes accepted Agreement date: 05 August 2015

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## Part 1 - FORM OF AGREEMENT

### AGREEMENT FOR THE PROVISION OF VETTING SERVICES.

This Agreement is made on **05 August 2015** between

- (1) **The Police and Crime Commissioner for Nottinghamshire** of Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU and **the Chief Constable of Nottinghamshire Police** of Force Headquarters, Sherwood Lodge, Arnold, NG5 8PP (collectively known as "**Nottinghamshire Police**"); and
- (2) **The Police and Crime Commissioner for Derbyshire** of Force Headquarters, Derbyshire Constabulary, Butterley Hall, Ripley, Derby DE5 3RS and **the Chief Constable of Derbyshire Constabulary** of Force Headquarters, Derbyshire Constabulary, Butterley Hall, Ripley, Derby DE5 3RS (collectively known as "**Derbyshire Constabulary**"); and
- (3) **The Police and Crime Commissioner for Northamptonshire** of Wootton Hall, Northamptonshire NN4 0JQ and **the Chief Constable of Northamptonshire Police** of Wootton Hall, Northamptonshire NN4 0JQ (collectively known as "**Northamptonshire Police**"); and
- (4) **The Police and Crime Commissioner for Leicestershire** of Force Headquarters, St. Johns, Enderby, Leicestershire, LE19 2BX and **the Chief Constable of Leicestershire Police** of Force Headquarters, St. Johns, Enderby, Leicestershire, LE19 2BX (collectively known as "**Leicestershire Police**"); and
- (5) **The Police and Crime Commissioner for Lincolnshire** of Police Headquarters, Deepdale Lane, Nettleham, near Lincoln LN2 2LT and **the Chief Constable of Lincolnshire Police** of Police Headquarters, Deepdale Lane, Nettleham, near Lincoln LN2 2LT (collectively known as "**Lincolnshire Police**"); and
- (6) **NSV (FCO Services), the trading arm of the Foreign and Commonwealth Office** whose principal office is at Hanslope Park, Milton Keynes, MK19 7BH (the "**Supplier**")

and shall incorporate:

Part 1 - Form of Agreement (i.e. this Part)

Part 2 - Terms of Agreement

Part 3 – Particular Service Specifications with schedules of prices

**In the event of a conflict or inconsistency between the Parts, the provisions of Part 2 shall prevail over the provisions of Part 3.**

This Agreement takes effect from the Commencement Date and will remain in force for an initial term of 12 months and indefinitely thereafter until terminated by the Supplier giving not less than 3 months prior written notice to the Customers or the Customers giving not less than 3 months prior written notice to the Supplier. The Parties will review this Agreement (including the Charges) annually on the 1<sup>st</sup> April each year.

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by all of the Parties.



**UNCLASSIFIED**

Signed for and on behalf of  
The Police and Crime Commissioner  
for Nottinghamshire

Signed for and on behalf of  
The Chief Constable of Nottinghamshire Police

Signature:.....  
Name:.....  
Title:.....

Signature:.....  
Name:.....  
Title:.....

Signed for and on behalf of:  
The Police and Crime Commissioner  
for Northamptonshire

Signed for and on behalf of:  
The Chief Constable of Northamptonshire Police

Signature:.....  
Name:.....  
Title:.....

Signature:.....  
Name:.....  
Title:.....

Signed for and on behalf of:  
The Police and Crime Commissioner  
for Derbyshire

Signed for and on behalf of:  
The Chief Constable of Derbyshire Constabulary

Signature:.....  
Name:.....  
Title:.....

Signature:.....  
Name:.....  
Title:.....

Signed for and on behalf of:

The Police and Crime Commissioner  
for Leicestershire

Signature:.....

Name:.....

Title:.....

Signed for and on behalf of:

The Chief Constable of Leicestershire Police

Signature:.....

Name:.....

Title:.....

Signed for and on behalf of:

The Police and Crime Commissioner  
for Lincolnshire

Signature:.....

Name:.....

Title:.....

Signed for and on behalf of:

The Chief Constable of Lincolnshire Police

Signature:.....

Name:.....

Title:.....

Signed for and on behalf of:

NSV (FCO Services)

Signature:.....

Name:.....

Title:.....

## PART 2 - TERMS OF AGREEMENT

### INTRODUCTION

#### Definition of Terms

Within this Agreement the following terms have specific meanings:

Agreement	means the contents of this document and associated Schedules;
Change Control Process	means the change control process set out in Part 2, Section 7;
Charges	means the charges listed in Part 3, Schedule 2;
Confidential Information	means all correspondence, conversations, information or data (whether oral, visual, recorded in writing, in any other medium or by any other method) disclosed to or obtained by one Party from the other or from a third party, including any information relating to a Party's intellectual property rights, operations, processes, plans, intentions, price lists, pricing structures, know-how, design rights, trade secrets, software, market opportunities, customers, business affairs, personal and family affairs, this Agreement which the Parties knew or ought reasonably to have known to be confidential (whether or not marked as confidential);
Customers	means Nottinghamshire Police, Derbyshire Constabulary, Leicestershire Police, Northamptonshire Police and Lincolnshire Police and "Customer" means any one of them;
Customers' Representative	means John Hammond, Head of Vetting, Nottinghamshire Police or such other person designated as the Customers' Representative by the Customers ;
Force Majeure	<p>means in relation to any Party any event which is beyond the reasonable control of that Party and which materially and adversely affects its ability to perform its obligations under this Agreement, but excluding any one or more of the following:</p> <ul style="list-style-type: none"><li>• any event which is caused by or attributable to any wilful act or omission or any negligence by the Party in question or any of its personnel (including all sub-contractors and Staff in the case of the Supplier) and/or any breach by that Party of any of its obligations under this Agreement;</li><li>• any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of good industry practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements;</li><li>• any lack of funds by the Party in question;</li></ul>

- any failure on the part of a sub-contractor of the Party in question, unless that failure was in turn attributable to an event of the kind which would fall within, and not be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant sub-contractor).

Parties	means Derbyshire Constabulary, Lincolnshire Police, Leicestershire Police, Nottinghamshire Police, Northamptonshire Police and the Supplier, and "Party" means any one of them;
Security Policy Framework	The Security Policy Framework issued by the Cabinet Office that sets out best practice standards, best practice guidelines and approaches that are required to protect UK government assets;
Services	means the Services as set out in Schedule 1 together with the obligations of the Supplier set out in this Agreement;
Service Failure	means a failure to deliver any part of the Services in accordance with the Service Levels;
Service Levels	means the levels of service required to be provided, as described in Schedule 1;
Staff	means all employees, staff, workers, agents and consultants of the Supplier, and of any sub-contractor or other third party with whom the Supplier contracts in order to source the Services or any part of them, who are engaged in the provision of the Services from time to time;
Supplier's Representative	means Denise Lynch, Account Manager, or such other person designated as the Supplier's Representative by the Supplier;
Users	means the Users as specified by any of the Customers from time to time;
Working Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

## **1. Purpose of this Agreement**

- 1.1 The purpose of this Agreement is to define:
  - 1.1.1 The terms and conditions under which the Supplier will provide the Services to the Customers;
  - 1.1.2 The Services to be provided by the Supplier to the Customers during the term of this Agreement;
  - 1.1.3 the performance standards for the Services;
  - 1.1.4 Each Party's obligations under this Agreement;
  - 1.1.5 The mechanism for variation or termination of the Services;
  - 1.1.6 The agreed Charges for the Services.

## **2. Services to be Provided**

- 2.1 The Supplier will provide the Services to the Customers for use, availability and access by all Users throughout the term of this Agreement in accordance with the Customers' requirements as set out in Schedule 1 and the provisions of the terms of this Agreement.
- 2.2 The Supplier shall ensure that all Staff providing the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper provision of the Services.
- 2.3 The Supplier shall:
  - 2.3.1 manage and co-ordinate internal and/or external resources to provide the Services effectively and efficiently;
  - 2.3.2 wherever possible, carry out additional, unscheduled work requested by a Customer to a cost, timetable and quality agreed with that Customer;
  - 2.3.3 ensure that any inability to meet agreed quality standards is brought to the relevant Customer's attention as soon as this becomes apparent; and to agree what action the Supplier should take in the event that the standards and performance measures have not been met;
  - 2.3.4 co-operate closely with the Customers to establish forward work programmes and profiles of expenditure incurred on their behalf, and to keep them informed of progress and any variations to work requests or cost implications, including those arising from the needs of third parties;
  - 2.3.5 respond to queries on invoices within five Working Days or, if a full response is not possible, inform the Customer within five Working Days and provide a full response within fourteen Working Days;
  - 2.3.6 bring the contents of this Agreement to the attention of all Staff;
  - 2.3.7 perform its obligations under this Agreement in compliance with all applicable law.
  - 2.3.8 have at all times all licences, approvals and consents necessary to enable the Supplier and Staff to perform the Services in accordance with the terms of this Agreement.
- 2.4 The Supplier agrees that the Supplier's Representative shall be point of contact for enquiries about work in hand and all other aspects of this Agreement.

### **3. Service Standards Performance Monitoring**

- 3.1 The Supplier shall perform the Services so as to meet or exceed the Service Levels at all times.
- 3.2 The Supplier shall measure and record its performance against Service Levels monthly and shall provide to the Customers reports setting out its actual performance achieved for each Service component compared with the relevant Service Level(s) for that component. These reports will be provided to each Customer within 10 Working Days after the end of each quarter or a minimum of 3 Working Days before any review meeting (whichever is the shorter).
- 3.3 The Supplier will also maintain records of any complaints concerning the Services made by Users through the Supplier's Customer service desk, and provide reports setting out details of those complaints together with any action taken. These reports will be provided to each Customer within 5 Working Days after the end of each month.
- 3.4 The Customers and Supplier may adjust the Service Levels via mutual agreement to ensure that they remain an appropriate measure of Supplier service delivery performance.
- 3.5 The Supplier will operate on the basis of continuous improvement of quality. The Supplier will ensure that the Services:
  - 3.5.1 are carried out in accordance with standards set out in the Security Policy Framework;
  - 3.5.2 shall be fully compliant with the recommendations set out in the Data Handling Procedures in Government: Final Report dated June 2008.
- 3.6 The Supplier shall not be liable for a Service Failure to the extent that such Service Failure arises from:
  - 3.6.1 any act or omission by a Customer in breach of this Agreement; or
  - 3.6.2 any event of Force Majeure.

### **4. Inadequate Performance**

- 4.1 If there is a Service Failure, the Supplier shall:
  - 4.1.1 notify those Customers affected as soon as the Supplier becomes aware (or should have reasonably become aware) of the Service Failure; and
  - 4.1.2 Identify, assisted by the relevant Customer where appropriate, the root cause of any Service Failure and the extent to which, if any, a Customer may have contributed to that Service Failure;
  - 4.1.3 Take whatever action is reasonably necessary to minimise the impact of the Service Failure and prevent it from recurring at no additional charge to the Customers, save to the extent that any Customer is responsible for and/or has contributed towards the Service Failure; and
  - 4.1.4 Keep the affected Customer(s) advised of the status of any remedial efforts or rectification programme being undertaken.

## **5. Service Charges**

- 5.1 Each Customer will pay the Supplier the Charges applicable to the Services provided to that Customer.
- 5.2 Each Customer shall, in addition to the Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with this Agreement.
- 5.3 The Supplier will provide each Customer with an itemised invoice on a monthly basis, by the tenth Working Day of each month, setting out the Services provided under this Agreement in the previous month and the Charges applicable to those Services.
- 5.4 Each Customer shall pay all sums due in relation to undisputed invoices to the Supplier within 30 days of receipt of a valid invoice.

## **6. Customer Responsibilities**

- 6.1 Each Customer will:
  - 6.1.1 limit the monthly caseload to no more than **20%** of the expected annual volume;
  - 6.1.2 inform the Supplier as soon as practicable of any known major projects which might significantly increase the volume of cases submitted in a year.

## **7. Changes**

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by all of the Parties.

## **8. Confidentiality**

- 8.1 No Party will disclose, and each Party will take all proper steps to keep confidential, all Confidential Information of another Party which is disclosed to or obtained by it under or as a result of this Agreement and will not divulge it to any third party or employee except for the purposes of carrying out their obligations in accordance with this Agreement. A Party in receipt of another Party's Confidential Information ("Recipient") must ensure that its employees and relevant third parties to whom such disclosure is made are aware of the confidential nature of the Confidential Information and comply with the provisions of this Clause 8 as if named as a Party. No Party shall use for its own or another's commercial advantage any Confidential Information relating to any other Party.
- 8.2 If the Recipient loses or has stolen any material or item containing Confidential Information of another Party, the Recipient must promptly notify the relevant Party of the loss or theft and all the circumstances surrounding it.
- 8.3 The obligations of confidentiality under this Clause 8 do not apply to any information or material which the Recipient can prove:
  - 8.3.1 was already known to it before it received it from the disclosing Party;
  - 8.3.2 was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing Party;
  - 8.3.3 was in the public domain at the time of receiving it or has subsequently entered into the public domain other than by reason of breach of this Clause 8 or of any obligation of confidence owed by the Recipient or by any of its sub-contractors or sub-licensees to the disclosing Party;
  - 8.3.4 was required to be disclosed by law, order of a court of competent jurisdiction or a governmental or regulatory body.

- 8.4 The obligations of confidentiality imposed by this Clause 8 will remain in full force and effect notwithstanding termination of this Agreement for any reason.

## **9. Limitation of Liability**

- 9.1 No Party excludes or limits its liability to any other Party for or in respect of:

- 9.1.1 death or personal injury caused by its negligence; or
- 9.1.2 fraud; or
- 9.1.3 fraudulent misrepresentation; or
- 9.1.4 any liability arising under any indemnity provision in this Agreement; or
- 9.1.5 any other matter which, by law, may not be excluded or limited.

- 9.2 Subject to section 9.1, the liability of the Supplier to any Customer and the liability of each Customer to the Supplier in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall not exceed the total value of all the fees paid by the Customers under this Agreement.

- 9.3 Subject to section 9.1, in no event shall any Party be liable to any other Party for any loss of business, loss of opportunity, or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the relevant Party had been made aware of the possibility of another Party incurring such a loss.

## **10. Termination**

- 10.1 This Agreement may be terminated at any time by written agreement between all the Parties.

- 10.2 The Supplier may terminate this Agreement without the agreement of the Customers and without notice if the Customers are in default of any obligation under this Agreement and:

- 10.2.1 The Customers have not remedied the default within 28 days following a request for the default to be remedied;
- 10.2.2 The default is not capable of remedy; or
- 10.2.3 The default is a fundamental breach of this Agreement

- 10.3 The Customers' Representative may terminate this Agreement on behalf of the Customers without the agreement of the Supplier and without notice if the Supplier is in default of any obligation under this Agreement and:

- 10.3.1 The Supplier has not remedied the default within 28 days following a request for the default to be remedied;
- 10.3.2 The default is not capable of remedy; or
- 10.3.3 The default is a fundamental breach of this Agreement.

- 10.4 The Supplier may terminate the provision of the Services to one of the Customers (without the agreement of the Customers and without notice) if that Customer is in default of any obligation under this Agreement and:

- 10.4.1 that Customer has not remedied the default within 28 days following a request for the default to be remedied;
- 10.4.2 the default is not capable of remedy; or
- 10.4.3 the default is a fundamental breach of this Agreement



- 10.5 Any of the Customers may terminate the provision of the Services to that Customer only by giving not less than one month's notice in writing to the Supplier.
- 10.6 If this Agreement is terminated by the Supplier without the agreement of the Customers, the Customers will cease to be liable to pay the charges associated with the Services from the date of termination.
- 10.7 If this Agreement is terminated by agreement between the Supplier and the Customers, the agreement to terminate this Agreement will specify any period up to a maximum of six months during which each Customer will continue to be liable to pay the charges associated with the Services that Customer receives.

## **11. Notices**

- 11.1 Any notice to be given by any Party to the other Parties may be served by email, fax, personal service or by post to the address of the other Parties given in the service specification or such other address such Party may from time to time have communicated to the other Parties in writing, and if sent by email shall unless the contrary is proved to be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered in the ordinary course of post.

## **12. Cooperation and Consultation**

- 12.1 Unless agreed otherwise between the Parties, the Customers' Representative and the Supplier's Representative will meet monthly to discuss the progress of work under this Agreement with particular reference to:
- 12.1.1 performance measured against the Service Levels;
  - 12.1.2 costs;
  - 12.1.3 ways to improve the Services.
- 12.2 The Supplier will take full and accurate minutes of such meetings including any actions arising which have been agreed by the Parties, and copies will be retained by each Party. The Supplier shall provide copies of the minutes to the other Parties within one week of the meeting.
- 12.3 The Customers and Supplier shall meet to review this Agreement on a twelve monthly basis. This meeting will follow a pre-agreed agenda and will cover, as a minimum, the following topics:
- 12.3.1 Overall effectiveness of this Agreement;
  - 12.3.2 Performance trends throughout the previous 12 months, including provision of the Services, resolution of problems, performance and reporting against the Service Levels, and the timeliness, accuracy and quality of invoicing;
  - 12.3.3 Future plans and estimated future volume;
  - 12.3.4 Service improvement opportunities including cost improvements;
  - 12.3.5 Total Charges incurred during the previous 12 months,
  - 12.3.6 proposed Charges for the subsequent 12 months; and
  - 12.3.7 The specification for the Services.
- 12.4 For the avoidance of doubt, no changes discussed at this meeting may be made to the Charges or other terms of this Agreement unless agreed in writing by all Parties.
- 12.5 The formal meetings set out in sections 12.2 and 12.3, shall not prevent the Parties from communicating on a day to day informal basis.

### 13. Failure to Meet Obligations

- 13.1 If any Customer or the Supplier fails to meet its obligations set out in this Agreement, the Parties shall cooperate to identify the root cause of the failure and, if necessary, resolve any disputes by following the dispute resolution procedure in section 14. Once identified, the Customers and the Supplier shall unless, the subject of a dispute, agree appropriate actions to remedy the cause.

### 14. Resolution of Disputes

- 14.1 The Parties shall use all reasonable endeavours to resolve any disputes, differences and questions (including those arising from competing demands on the same resources or conflicts of priorities) through cooperation and consultation between the day to day contacts as identified in the table below.
- 14.2 Any disputes, differences or questions not resolved in by the day to day contacts within 14 days of the dispute arising shall be escalated to the 1<sup>st</sup> Level of escalation as identified in the table below.
- 14.3 If the dispute is not resolved by the 1<sup>st</sup> Level of escalation within 7 days of the dispute being escalated to them, the dispute shall be escalated to the 2<sup>nd</sup> Level of escalation as identified in the table below.

Level	Customer Contact	Supplier Contact
Day to day contact	<ul style="list-style-type: none"> <li>Derbyshire Police: Brendan O'Shea, Force Vetting Officer</li> <li>Lincolnshire Police: John Day, Force Vetting Officer</li> <li>Nottinghamshire Police; Nicola Kamionko Force Vetting Officer</li> <li>Leicestershire Police; Sara Berry, Vetting Manager</li> <li>Northants Police; Yvonne Marsh, Force Vetting Officer</li> </ul>	Supplier's Representative
1 <sup>st</sup> Level of escalation	John Hammond; Head of Vetting, Nottinghamshire Police	Fraser Addiscott, Head of NSV (FCO Services)
2 <sup>nd</sup> Level of escalation	Head of Procurement, Nottinghamshire Police	Nigel Morris, Director Services & Logistics

- 14.4 If the dispute is not resolved by the 2<sup>nd</sup> Level of escalation within 7 days of the dispute being referred to them, the matter shall be escalated to the Office of Government Commerce ("OGC") for final arbitration.

- 14.5 In the event that any arbitration proceedings are commenced pursuant to section 14.4:

- 14.5.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 14.5.2 the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with section 14.4 shall be applied and are deemed to be incorporated by reference to this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 14.5.3 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

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- 14.5.4 if the Parties fail to agree the appointment of the arbitrator within 10 days of the dispute being escalated to arbitration under section 14.4 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
  - 14.5.5 the arbitration proceedings shall take place in London and in the English language; and
  - 14.5.6 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.
- 14.6 Nothing in this dispute resolution procedure shall prevent any Party from seeking from any court of competent jurisdiction an interim order restraining any other Party from doing any act or compelling the other Party to do any act.
- 14.7 The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by any escalation of a dispute or the reference of a dispute to arbitration and the Supplier and the Staff shall comply fully with the requirements of this Agreement at all times.

## **PART 3 – SCHEDULES**

### **LIST OF SCHEDULES**

**Schedule 1 – Service Specifications**

**Schedule 2 – The Charges**

## **Schedule 1 – Service Specification**

### **PERSONNEL SECURITY VETTING SERVICES**

#### **1. THE SERVICE**

1.1 The Supplier hereby agrees to provide to each Customer in accordance with the terms of this Agreement the following services (as detailed in Annex A Standard Security Vetting Services and tailored to meet each Customer's specific requirements as set out in Annex B Customer Requested Additions):

- 1.1.1 Field enquiries and recommendations for new Developed Vetting cases involving relevant Customer staff and contractors.
- 1.1.2 Field enquiries and recommendations for review of Developed Vetting cases involving relevant Customer staff (and contractors where applicable).
- 1.1.3 BOX check for new SC level involving the relevant Customer's staff and contractors.
- 1.1.4 BOX check for new CTC level involving the relevant Customer's staff and contractors.
- 1.1.5 Occasional field enquiries at different levels of clearance involving the relevant Customer's staff and contractors.

#### **2. SERVICE AVAILABILITY**

2.1 The Supplier shall ensure the service is available as follows:

- 2.1.1 Normal working periods: Full standard service will be available Monday to Friday (0800 to 1700 hrs)
- 2.1.2 Weekends, Public and Civil Service Privilege holidays: No service.

#### **3. SERVICE LEVELS**

3.1 The Service Levels are as follows:

- 3.1.1 New Developed Vetting cases completion– 85% of cases completed within 60 Working Days
- 3.1.2 Review of existing Developed Vetting cases completion– 85% of cases completed within 60 Working Days
- 3.1.3 Completed SC level checks – 85% of cases completed within 18 Working Days using e-forms.
- 3.1.4 Completed CTC level checks – 85% of cases completed within 18 Working Days using e-forms
- 3.1.5 Fast Track (Priority) Developed Vetting investigations – 85% of cases completed within 45 Working Days.

- 3.2 The measurement of elapsed Working Days taken to complete an individual case is from the receipt of the subject's correctly completed documentation to the assessment outcome notification.

**Schedule 1 - Annex A**  
**Services & Logistics: Vetting Unit**  
**PERSONNEL SECURITY VETTING SERVICES**

**Standard Vetting Service Specification**

**CTC/SC BOX CHECK – This includes:-**

- Receipt of completed E-form, exported or entered into VStar
- Chasing and collating missing data
- Parasol check
- Positive replies from BOX to be notified to relevant Customer via email
- Any letters received from BOX placed on file and all paperwork returned to relevant Customer
- Management reports and billing

**DV – This includes;**

- Receipt of completed E-forms, exported or entered into VStar
- Chasing and collating missing data
- Routine checks (PNC, Experian and BOX)
- Sending of letters to referees, employers and educational referees, as necessary
- Receipt and collation of replies onto file
- Arranging and conducting interviews around the UK for one referee, one line manager and one subject (minimum of 3 face to face)
- Sight of Personal file where applicable (as arranged by relevant Customer)
- Conducting telephone interviews (minimum of 2 additional referees)
- Writing up interviews with full analysis and recommendation
- Conducting any follow up interviews/questions
- Return of completed file to relevant Customer with full analysis and recommendation
- Preparations of billing and management information

**DV (R) – This includes**

- Receipt of original DV file, which should be sent from the relevant Customer in a timely fashion
- Receipt of completed E-forms, exported or entered into VStar
- Chasing and collating missing data
- Routine checks (PNC, Box and Experian checks)
- Review by Investigation Officer
- Interviews where necessary usually Subject and most recent or most relevant Line Manager
- Sight of Personal file where applicable (as arranged by relevant Customer)
- Write up report with full analysis and recommendation
- Return completed file to relevant Customer
- Preparations of billing and management information

#### DV Pre-prep

##### Customer's responsibility:

- Routine checks (PNC, Experian)
- Sending of letters to referees, employers and educational referees, as necessary.
- Receipt and collation of replies onto file

##### NSV (FCO Services) responsibility:

- Receipt of completed E-forms, exported or entered into VStar
- Box check
- Chasing and collating missing data
- Arranging and conducting interviews around the UK for one referee, one line manager and one subject (minimum of 3 face to face)
- Sight of Personal file where applicable (as arranged by relevant Customer)
- Conducting telephone interviews (minimum of 2 additional referees)
- Writing up interviews with full analysis and recommendation
- Conducting any follow up interviews/questions
- Return of completed file to relevant Customer with full analysis and recommendation
- Preparations of billing and management information

#### DV Pre-prep (Review)

- Valid for files submitted with PNC and Experian checks completed and written refer statements obtained.

#### Assessment

- Independent assessment of suitability to hold DV clearance



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**Schedule 1 - Annex B**  
**Services & Logistics: Vetting Unit**  
**PERSONNEL SECURITY VETTING SERVICES**

**Customer Requested Additions to the Standard Vetting Service Specification**

**None**

**Schedule 2 – The Charges**  
**Services & Logistics: Vetting Unit**  
**PERSONNEL SECURITY VETTING SERVICES**

**VOLUMES**

1. The Supplier will process the following volume of clearance cases on behalf of each Customer based on the relevant Customer's best estimate of the required annual workload:

Clearance Type	Estimated Annual Volume	Monthly average
New DV	27	2
DV Reviews	5	4
DV Pre-Prep	12	1
CTC Box checks	887	74
SC Box checks	900	75

**UNIT COSTS**

1. The Supplier will charge each Customer costs as specified below for the delivery of vetting services:

DIRECT VETTING		Turnaround time (Working Days)
* New Standard DV	£1525	60
* DV Reviews	£995	60
* DV (Priority)	£1910	45

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* DV (Review – Priority)	£1245	45
DV Pre-prep	£870	60
DV Pre-prep Review	£520	45
**Assessment	£83	3
<b>SECURITY CLEARANCE</b>		
Box Check x 1	£21	15
Investigating Officer per day (Time and Materials)	£550	

\* Same charge applies for ACPO cases

\*\* Cost and delivery of DV Assessment was previously incorporated into the overall DV/DV (Review) cost and timeline. These will be separately charged and timed from 01/10/14.

