

**POLICE OFFICER
FUNDING AGREEMENT**

between

THE UNIVERSITY OF LINCOLN HIGHER EDUCATION CORPORATION

and

**THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE AND THE
CHIEF CONSTABLE OF LINCOLNSHIRE POLICE**

THIS AGREEMENT IS MADE THE DAY OF 2021

BETWEEN

PARTIES

- (1) **UNIVERSITY OF LINCOLN HIGHER EDUCATION CORPORATION** of University of Lincoln, Secretariat, Brayford Pool, Lincoln LN6 7TS (“**University of Lincoln**”); and
- (2) **THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE** and **THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE** both of Fire and Police Headquarters, Deepdale Lane, Nettleham, Lincoln. LN2 2LT (together “**Lincolnshire Police**”).

1. Definitions

1.1. The following terms shall have the following meanings:

‘Business Day’ means a day (other than a Saturday, Sunday or public holiday in England);

‘Consideration’ means the sum relating to the direct costs of the appointed Officer which will be recharged to the University of Lincoln on an agreed time period and will not exceed a maximum of £60,000 per annum. There will also be a charge levied of £50 per invoice, along with a one off £50 admin fee for set up costs and as amended pursuant to Clauses 4.4, 6.3, 6.4 and 7.5;

‘DPA’ means the Data Protection Act 2018;

‘Joint Protocol’ means the joint protocol set out in the Schedule;

‘University Area’ means the University of Lincoln’s campus and sites together with adjacent areas within Lincolnshire;

‘UPO’ means the person appointed to the role of university police officer at the University of Lincoln as described in the Joint Protocol from time to time during the term of this Agreement.

1.2. Unless the context otherwise requires, the interpretation and construction of this Agreement shall be subject to the following provisions:

1.2.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2. words importing the masculine include the feminine and the neuter;

1.2.3. references to Clauses are to clauses of this Agreement;

1.2.4. references to legislation:

1.2.4.1. include any secondary or subordinate legislation made under or pursuant to that legislation; and

1.2.4.2. include any modification or re-enactment of that legislation;

1.2.5. reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.6. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

1.2.7. headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. Background

- 2.1. The University of Lincoln has educational, civic, social, public safety and similar undertakings, aims, duties and responsibilities relating to the management and conduct of a University in Lincoln, in the County of Lincolnshire which lies and falls within the operational policing area of Lincolnshire Police.
- 2.2. Lincolnshire Police is responsible for the promotion, advancement and pursuit of crime prevention and detection, community safety, public order and other related measures and matters as are appropriate to its concerns relating to its statutory and other duties.
- 2.3. To help further Lincolnshire Police's responsibilities and the University of Lincoln's aim of promoting safer further education institutions in general and specifically within the University Area, the University of Lincoln has agreed to provide funding to Lincolnshire Police for the provision by Lincolnshire Police of a UPO in accordance with the terms of this Agreement..
- 2.4. This Agreement shall comprise the following:
 - 2.4.1. the Clauses set out in the main body of this document; and
 - 2.4.2. the Schedule.
- 2.5. In the event of any conflict or inconsistency between the Clauses and the Schedule, the Clauses shall take precedence.

3. Commencement and Duration

- 3.1. This Agreement shall become effective (and the Parties' obligations shall come into force) when signed by the authorised representatives of both Lincolnshire Police and the University of Lincoln and, subject to Clauses 7.2.2, 9 and 10.1, shall continue in force indefinitely until terminated by either Lincolnshire Police or the University of Lincoln giving not less than 3 months' prior written notice to terminate to the other Party.

4. The Consideration

- 4.1. Lincolnshire Police shall invoice the University of Lincoln for the Consideration quarterly in arrears and as specified within the definitions Lincolnshire Police shall levy a set up cost of £50 and shall require the sum of £50 to be paid by the University of Lincoln for each quarterly invoice raised.
- 4.2. The University of Lincoln shall pay the Consideration to Lincolnshire Police within 30 days of receipt of an invoice submitted in accordance with Clause 4.1.
- 4.3. Lincolnshire Police shall use the Consideration to pay the costs and expenses (including salary or service contract payments (including maternity pay and pay in lieu of notice or holiday) and expenses) of the UPO.
- 4.4. The Parties shall review the amount of the Consideration on an annual basis and may make any amendments necessary to the amount of the Consideration as the Parties agree acting reasonably and taking into account the actual costs and expenses of the provision of the UPO.

5. University Obligations

- 5.1. The University of Lincoln agrees that day to day responsibility for management of the University of Lincoln rests with Head of Student Services/Deputy Academic Registrar and that the University of Lincoln retains the responsibility for managing student behavioural issues. The UPO will not be the default person for restorative justice/discipline.

- 5.2. The University of Lincoln shall comply with and ensure that its staff comply with the Joint Protocol.
- 5.3. The University of Lincoln shall agree with the UPO a process of management and recording of evidence to ensure the University of Lincoln staff are aware of their obligations towards crime and the recording of crime and the management of evidence.

6. Equipment

- 6.1. The University of Lincoln acknowledges and agrees that any equipment used by the UPO in undertaking his role as set out in this Agreement and any and all data stored on such equipment shall be and remain the property of Lincolnshire Police (at all times including following termination of this Agreement for any reason) and the University of Lincoln hereby waives any rights it would (in the absence of this Clause) have had in such equipment and/or data.
- 6.2. The University of Lincoln shall be responsible for providing secure storage of any equipment used by the UPO which it requires to be left at the University of Lincoln premises overnight when appropriate.
- 6.3. The University of Lincoln agrees that the UPO shall be accepted as having met and fulfilled Lincolnshire Police standards in relation to his/her duties and requirements of service and will only be issued with Lincolnshire Police standard radio and other essential equipment as is necessary to their status, performance and operational needs but not further or otherwise unless separately agreed in writing by the University of Lincoln with Lincolnshire Police in any new or specific circumstances hereafter arising and which the Parties may agree are or should become an additional part of the UPO's duties as contemplated hereunder.
- 6.4. The University of Lincoln agrees that the UPO shall be accepted as having met and fulfilled Lincolnshire Police standards in relation to his/her duties and requirements of service and will only be issued with Lincolnshire Police standard radio and other essential equipment as is necessary to their status, performance and operational needs but not further or otherwise unless separately agreed in writing by the University of Lincoln with Lincolnshire Police in any new or specific circumstances hereafter arising and which the Parties may agree are or should become an additional part of the UPO's duties as contemplated hereunder. Lincolnshire Police further reserves the right to adjust the Consideration so as to recover from the University of Lincoln the costs of any such further training, re-equipping or other continued development of the UPO as may arise from these or any other occurring additional duties hereby generally contemplated.

7. Lincolnshire Police Obligations

- 7.1. Lincolnshire Police will procure that the UPO provides the services described in the Joint Protocol.
- 7.2. If the UPO resigns or is, temporarily or permanently, unable to attend for duty for whatever reason for more than 28 consecutive Business Days, Lincolnshire Police shall, at its option, either:
 - 7.2.1. replace the absent UPO with such proper and reasonable substitute as may be agreed with the University of Lincoln; or
 - 7.2.2. terminate this Agreement immediately on giving notice to the University of Lincoln and shall reimburse the University of Lincoln any payment of the Consideration which has been made in advance and which is no longer payable due to the termination.

- 7.3. Lincolnshire Police shall at all times retain full responsibility for the UPO (who will be and remain under the administrative and operational control of Lincolnshire Police at all times) and for any disciplinary issues and statutory officer engagement matters in relation to the UPO.
- 7.4. Lincolnshire Police shall be responsible for all costs relating to the engagement and service of the UPO subject to payment by the University of Lincoln of the Consideration as provided for in this Agreement.
- 7.5. Lincolnshire Police shall be entitled to increase the UPO's salary each year in line with other salary increases made to other police officers or staff within Lincolnshire Police within the same pay scale as the UPO and the University of Lincoln agrees that the Consideration shall be increased pro rata accordingly.
- 7.6. Lincolnshire Police shall at all times always have control of and unfettered discretion to the location, dispersal, duties and overall general activity and service of the UPO and as to where and how s/he will operate and otherwise fulfil their obligations as a Police Officer and which will at all times be consistent within Lincolnshire Police's operational needs and requirements and which of necessity (and including operational activity outside of the University Area if necessary) take precedence at all times and as such will remain paramount throughout the term of this Agreement in this respect but and having regards to that it is agreed nonetheless between the Parties that the UPO shall so far as possibly be specifically in, at, on or about and utilised on and within the University Area and will operate there within the terms of this Agreement.
- 7.7. The UPO shall be operationally deployed by the Chief Constable of Lincolnshire Police on each Business Day of this Agreement which shall constitute a total period of eight hours worked per day each or for any agreed part of such period should the UPO be employed on a part time basis or other working rota basis subject always to the rights as necessary to remove the UPO from the duty, import and effect of these terms to enable him or her to attend training courses, court appearances, specialist management and administration, operational and all other similar related Police matters and concerns at a station of office elsewhere or any other similar and occasional duty as may from time to time arise during the term of this Agreement.
- 7.8. Lincolnshire Police will ensure that prior to the determination hereof that the proper Officer(s) responsible for the UPO invites an appropriate representative of the University of Lincoln to meet with him or her to discuss by way of review the effect and operation, value, worth and outcomes of past activities and potential for the ensuing future conduct of this Agreement.
- 7.9. Lincolnshire Police will prepare a report of the UPO activity undertaken under this Agreement after any such meeting as contemplated in Clause 7.8 for its own reporting, audit and duty purposes but agrees that whilst the contents shall be at the discretion of Lincolnshire Police and specific to the UPO activity and operation within the University Area the same may be inspected by the University of Lincoln on request to ensure compliance, compatibility and all other meeting of duty, intent and harmony of operation under this Agreement.
- 7.10. Lincolnshire Police will, if requested in writing to do so by the University of Lincoln supply the University of Lincoln with a copy of all work rotas for the UPO engaged hereby but not more than once in any eight week period and in a form designated and compiled by Lincolnshire Police only.
- 7.11. Lincolnshire Police reserves the right to, at its sole discretion, substitute the UPO at any time during the term of this Agreement for any suitable and appropriately qualified Officer for any period and for any cause without the need to provide an explanation to the University of Lincoln.

7.12. The UPO shall perform his duties and report to Lincolnshire Police in accordance with normal police operating practices for police officers at Lincolnshire Police.

8. Intellectual Property Rights

8.1. Lincolnshire Police is the holder of the copyright in all crests, livery and other heraldry and material used by it for identification, promotion and other purposes and the same shall not therefore be used or employed by the University of Lincoln in any way throughout the term of this Agreement without its first having gained the written consent of Lincolnshire Police to do so.

9. Termination

9.1. This Agreement may be terminated at any time by formal written agreement signed by the Parties.

9.2. Either Party may at any time by notice in writing to the other Party terminate this Agreement forthwith if the other Party is in material default of any obligation under this Agreement and:

9.2.1. the material default is capable of remedy and the defaulting Party shall have failed to remedy the material default within thirty (30) days of written notice to the defaulting Party specifying the material default and requiring its remedy, or

9.2.2. the material default is not capable of remedy

9.3. Lincolnshire Police may terminate this Agreement at any time by giving notice in writing to the University of Lincoln if:

9.3.1. the University of Lincoln has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 30 days after the University of Lincoln has received notification that the payment is overdue; or

9.3.2. the University of Lincoln stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or

9.3.3. the University of Lincoln is unable to pay its debts either within the meaning of section 12 of the Insolvency Act 1986 or Lincolnshire Police reasonably believes that to be the case.

9.4. The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

10. Bribery

10.1. Each Party shall comply with all applicable laws, regulation and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and no Party shall give, provide or offer to any other Party any loan, fee, reward, gift, or any emolument or advantage whatsoever. Non-compliance or suspected non-compliance shall constitute a material breach of this Agreement and this Agreement may be terminated by the non-breaching Party with immediate effect without prejudice to any other rights the non-breaching Party may possess.

11. Equality and Diversity

11.1. Each Party undertakes not to unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing each Party undertakes not to unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent laws from time to time in force or any statutory modification or re-enactment thereof.

12. Rights of Third Parties

- 12.1. A person who is not party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.2. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to any third party.

13. Disputes

- 13.1. Any dispute between Lincolnshire Police and the University of Lincoln relating to the development and employment of the UPO may, in the first instance and irrespective of any superior provisions, be referred by both Parties jointly for discussion and intended resolution between an appropriate member of the University of Lincoln and an appropriate member of Lincolnshire Police. This will be the University of Lincoln's Academic registrar and Deputy Vice Chancellor and the Superintendent and Chief Superintendent, West Division for Lincolnshire Police.

14. Confidentiality

- 14.1. Subject to Clauses 14.2 and 16, each Party shall during the term of this Agreement and thereafter keep secret and confidential all business, technical or commercial information disclosed to it by another Party as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the disclosing Party.
- 14.2. The obligation of confidentiality contained in Clause 14.1 shall not apply or shall cease to apply to any information which:
 - 14.2.1. at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
 - 14.2.2. is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence;
 - 14.2.3. is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that party to the disclosing Party;
 - 14.2.4. is required to be disclosed by Law whether under the FOIA or EIR or otherwise;
 - 14.2.5. is required to be disclosed by order of a court of competent jurisdiction; or
 - 14.2.6. is required to be disclosed by either Party to any regulatory body.

15. Freedom of Information

- 15.1. The University of Lincoln acknowledges that Lincolnshire Police is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall make all reasonable efforts to assist and cooperate with Lincolnshire Police to enable Lincolnshire Police to comply with these information (defined as having the meaning given under section 84 of the FOIA) disclosure requirements.
- 15.2. The University of Lincoln will:
 - 15.2.1. transfer any request for information under the FOIA or the EIR in regard to this Agreement to Lincolnshire Police as soon as practicable and in any event within

2 Business Days of after receipt;

- 15.2.2. provide all necessary assistance and cooperation as reasonably requested by Lincolnshire Police to enable Lincolnshire Police to comply with its obligations under the FOIA and EIR;
 - 15.2.3. provide Lincolnshire Police with a copy of all information requested in the request for information which is in the University of Lincoln's possession or control in the form that Lincolnshire Police reasonably requires within 5 Business Days (or such other period as Lincolnshire Police may reasonably specify) of Lincolnshire Police's request for such information; and
 - 15.2.4. not respond directly to a request for information unless authorised in writing to do so by Lincolnshire Police.
- 15.3. Both parties acknowledge that they may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the University of Lincoln. Lincolnshire Police will use reasonable endeavours to consult with the University of Lincoln before disclosing information under the FOIA which is relevant to the University of Lincoln to the extent that it is lawfully permissible and reasonably practical for it to do so but the University of Lincoln acknowledges that the final decision whether to disclose such information will rest with Lincolnshire Police.

16. Transparency

- 16.1. The University of Lincoln acknowledges that ~~the Police and Crime Commissioner for Lincolnshire Police~~ is subject to the Elected Local Policing Bodies (Specified Information) Order 2012. The University of Lincoln gives consent for ~~the Lincolnshire Police and Crime Commissioner for Lincolnshire~~ to publish the contents of this Agreement and information regarding amounts paid by the University of Lincoln under this Agreement ("the Agreement Information"). ~~The Lincolnshire Police and Crime Commissioner for Lincolnshire~~ may, in its absolute discretion, redact all or part of the Agreement Information prior to its publication and shall endeavour to notify the University of Lincoln in advance of any publication so far as practicable and lawfully permissible. The ~~Police and Crime Commissioner for University of Lincolnshire~~ shall make the final decision regarding publication and/or redaction of the Agreement Information.

17. Data Protection

- 17.1. The University of Lincoln acknowledges and agrees that all relevant data protection procedures need to be adhered to and information only shared where it is deemed necessary to ensure the positive outcome for a student or member of staff including the prevention of crime and to address offending and ensure safeguarding. The data should be communicated no further than is required and safeguards must be in place to maintain confidentiality.
- 17.2. Each Party shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall):
- 17.2.1. comply with any notification requirements under the DPA;
 - 17.2.2. duly observe all their obligations under the DPA, which arise in connection with this Agreement; and
 - 17.2.3. not by act or omission, put any other Party in breach of, or jeopardise its registration under, the DPA.

18. Retention, Review and Deletion of data

18.1.1. All the Data will be subject to the normal policies and procedures of the Parties in relation to the retention, review and disposal.

18.1.2. Electronic copies of the data shall be securely destroyed by either physical destruction of the storage media or secure deletion using an approved CESS data cleansing product.

19. Agreement Final and Complete

19.1. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings whether written or oral pertaining to its subject matter. Each Party acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement, does not have any remedy and waives all rights in respect of, any warranty, representation, promise, statement, agreement or undertaking of any nature whatsoever other than as expressly contained in this Agreement, except that this Clause 18.1 shall not exclude liability in respect of any fraudulent misrepresentation.

20. Variations

20.1. This Agreement may only be varied by agreement between the Parties in writing and signed by their duly authorised representatives.

21. Assignment

21.1. The rights, benefits and obligations of the University of Lincoln in this Agreement shall not be assigned or sub-contracted by it to any third party either in part or in whole at any time without the prior written consent of Lincolnshire Police.

22. Relationship

22.1. The Parties are independent entities and not partners nor principal and agent, nor employer and employee nor in any other relationship of trust to each other This Agreement shall not be deemed to constitute a legal partnership, joint venture or similar relationship between the Parties nor authorise any Party to enter into any contact or commitment for and on behalf of any other Party.

23. Force Majeure

23.1. No Party shall be liable to any other Party for any delay or non-performance of its obligations under this Agreement arising from any cause or causes due to an event or sequence of events beyond its reasonable control provided that it:

23.1.1. promptly notifies the other Parties of the relevant event and its expected duration; and

23.1.2. uses reasonable endeavours to minimise the effects of that event.

24. Severability

24.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

24.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment

of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

25. Remedies Cumulative

25.1. Except as otherwise expressly provided by this Agreement, all rights and remedies available to any Party under this Agreement or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

26. Waiver

26.1. The failure of any Party to insist upon strict performance of any provision of this Agreement, or the failure of any Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Agreement.

26.2. No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 26.

26.3. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Agreement.

27. Notices

27.1. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to an Authorised Representative at the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-Business Day or after 5.00pm on any Business Day they shall be deemed received on the next Business Day) and if mailed all such communications shall be deemed to have been given and received on the second Business Day following such mailing.

27.2. For the avoidance of doubt, any notice given under this Agreement shall not be validly served if sent by electronic mail and not confirmed by a letter sent by post.

28. Counterparts

28.1. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

29. Governing Law

29.1. This Agreement shall be governed and construed in accordance with the laws of England and, subject to Clause 13, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

AS WITNESS the hands of the Parties hereto the day and year first before written

SIGNED by.....

For and as authorised signatory of the Police and
Crime Commissioner for Lincolnshire

In the presence of

SIGNED by.....

For and as authorised signatory of the Chief
Constable of Lincolnshire Police

In the presence of.....

SIGNED by.....

For and as authorised signatory of University of Lincoln)

In the presence of.....

The Schedule

Joint Protocol

This protocol seeks to clarify the role of the UPO (who will work within the educational establishment of the University of Lincoln) and define the working practices for a partnership approach. The aim of this protocol is to ensure that young people, staff, parents and visitors to the University Area have a safe and supportive environment in which to study, work and visit and where young people can develop to their full potential.

UPO's Objectives

1. To continue to improve relations between Lincolnshire Police and the University of Lincoln, with particular emphasis on the relationship with students.
2. To continue to improve relations between Lincolnshire Police, The University of Lincoln and the community within the University Area.
3. To reduce crime, disorder and anti-social behaviour within the University Area.
4. To work in partnership towards common goals of reducing repeat calls for service and achieving appropriate support and better outcomes for individuals in need.
5. To protect individuals from harm by using problem solving and harm prevention to reduce repeat victimisation, abuse and exploitation.

Partnership Objectives

1. To reduce crime, disorder, anti-social behaviour within the University Area.
2. To reduce the fear of crime amongst students, all staff employed in the University of Lincoln and the wider community within the University Area.
3. To improve the safety of the University of Lincoln environment for students, all staff employed in the University of Lincoln, parents, visitors and neighbours.
4. To support the raising of young people's standards of attainment.
5. To ensure that all members of the partnership follow restorative and problem solving principles and operate within a partnership approach to reduce incidents of crime, disorder and anti-social behaviour.
6. To raise the profile within the University Area of citizenship and the role of individuals and the wider community to achieve it.
7. To provide an environment within the University Area which improves students' motivation and attitudes to learning.

The objectives will be achieved through a multi-agency problem solving approach, involving representatives from all partners to this protocol.

The Role of the UPO

1. To liaise and communicate with University of Lincoln staff and students.
2. To develop an effective partnership with the University Area community.
3. To work directly with the student body of University of Lincoln, to increase their community safety knowledge.

4. In conjunction with University of Lincoln staff, to adopt both a proactive and reactive response to problem solving in order to reduce crime, disorder and anti-social behaviour within the University Area, thus improving the environment for the students of the University of Lincoln to learn.
5. To monitor trends in crime and incident reporting by University Students and staff and work in partnership to provide relevant crime prevention and safeguarding advice.
6. To work closely with University of Lincoln on the following areas:
 - a. Concern for Welfare cases
 - b. Drugs/Alcohol
 - c. Sexual offences
 - d. Stalking, Harassment, Hate Crime and Prevent related incidents
 - e. Advice and Support for Security and Residential Staff
 - f. Promote and facilitate police volunteering opportunities for students, either through The Lincoln Award or externally
7. To participate in partnership initiatives to improve the University of Lincoln learning environment.
8. Subject to Clause 7, to identify and collate base line data from Police and University of Lincoln systems with a view to linking behaviour patterns and criminal activity in the University of Lincoln and local communities, examining issues arising and, where appropriate, developing a multi-agency problem solving plan to address them.
9. In connection with the above and subject to Clause 7, to share information, where appropriate, with identified University of Lincoln staff to assist in preventing offending by young people at risk and preventing harm to vulnerable persons.

Key working relationships/networks	
Internal	External
<ul style="list-style-type: none"> • All teams in the Student Services Department • University of Lincoln staff at all levels • University of Lincoln students • Relevant University of Lincoln departments as and when required (e.g. Communications, Development and Marketing, ICT, etc.) • Organisational Development Team • Students' Union 	<ul style="list-style-type: none"> Lincolnshire Police Public Protection and Anti-Social Behaviour Team Members of the local community Local Councillors Other relevant external organisations

Abstraction

1. The University of Lincoln contact to be notified of any abstraction and reasons why.
2. Whilst training will mostly be undertaken during University of Lincoln holiday periods it may be necessary, due to availability of courses or legal requirement such as health and safety to complete these during University of Lincoln semesters. All efforts will be made to minimise such abstraction and notification as to reasons to be made to the nominated University of Lincoln contact.
3. Abstraction may be required due to court warnings where the UPO has a legal obligation to attend. All efforts will be made to minimise such abstraction and notification as to reasons to be made to the nominated University of Lincoln contact.

Working Practices for Partnership

The UPO, in liaison and negotiation with the University of Lincoln will:

1. When required, act as liaison officer between University of Lincoln staff, the victim/complainant (if appropriate) and the investigating officer. The UPO will consider any further victim support and safeguarding opportunities in partnership with the University and relevant agencies.
2. Have an oversight of police incidents and crime involving University Students and Staff. All incidents will be reported to Police through 999 (in emergency) or 101 (in non-emergency). The call will be appropriately graded and, subject to that grading, will be assigned for investigation as necessary. When on duty, if appropriate, the UPO may be allocated to carry out initial/ golden hour enquiries. The recording and investigation of crime within the University of Lincoln will follow the national policing guidelines and local Lincolnshire Police crime allocation policy.
3. Monitor police incidents, crime data and information provided by the University of Lincoln, partner agencies and members of the public and identify repeat crime and antisocial behaviour. When a series of incidents/ crimes or ongoing concern has been identified, the UPO will take ownership of this issue and work with the University and partner agencies to create a problem-solving plan to reduce crime and antisocial behaviour, reduce repeat calls for service, achieve appropriate support for individuals and reduce repeat victimisation, abuse and exploitation.
4. Assist University staff in the management of potentially violent situations.
5. Work in partnership with members of staff in order that the UPO's deployment supports and assists them in carrying out their roles effectively.
6. Work with students to assist them to deliver a safer, more secure University of Lincoln community and endeavour to ensure that their views are taken on board (where appropriate) in developing a safe and supportive learning environment.

University Staff will:

1. Report all crimes and suspected criminal activity involving students to Lincolnshire Police through 999 (in emergency) or 101 (in non-emergency).
2. Share all intelligence relating to crime criminal behaviour to the UPO, or when time critical through 999 (in emergency) or 101 (in non-emergency).
3. The UPO will inform the University of Lincoln in terms of crimes reported to the Police involving students or staff where appropriate and lawful to do so. This is important in

order to understand the wider intelligence picture in terms of threat and risk posed by an individual to other students, staff or members of the public.

4. Assist in a partnership approach to deal with any incidents, identified problems or crime series by engaging appropriate support for victim's and those in need of help, and take appropriate safeguarding action.
5. Preserve evidence of an offence whether physical or from a witness whenever practicable and bring to the attention of the UPO or Officer in the Case to be dealt with in accordance with best practice guidance. Continuity of exhibits and property will be given priority.
6. The arbiter in the event of any disagreements between the UPO and the University of Lincoln will be the Neighbourhood Policing Team Inspector or Police Area Commander.

Other Issues:

1. The parties shall work together to publicise the UPO role at the University of Lincoln, and more widely Lincolnshire Police working in partnership with the University of Lincoln for the good of the community as a whole.
2. The UPO will be expected to perform their role in uniform to enable them to perform their role effectively in support of the University of Lincoln community.
3. There will be occasions however, where it is not practicable or desirable for uniform to be worn. An example of this may be the case where the UPO is required to speak to a group or individual under sensitive circumstances and it would be detrimental to that process for the UPO to be identified as such to parties outside that individual or group.
4. The UPO is required to wear their Officer Safety Equipment. In plain clothes, or if the individual circumstances dictate, then this may be worn covertly using a force issue harness. In respect of the protective vest (body armour) then the UPO may be issued with a covert vest if this is felt necessary and appropriate.
5. The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be:
 - a. The University of Lincoln: Jaqueline Mayer
 - b. Lincolnshire Police: Inspector 754 Claire Hime
6. The Nominated Officers of Lincolnshire Police and the University of Lincoln shall meet formally, on a minuted basis, at least every three months from the effective date of this Agreement. The basic agenda for the meeting shall be to review the Parties' performance of their obligations set out in this Agreement, and to discuss, in so far as possible, operational matters arising from it. The Nominated Officers may add items to the agenda as they consider fit, and may invite others to attend any meeting.

Line Management

1. As a member of Lincolnshire Police, the Officer remains under the direct control of his/her designated police line management. The Officer will, however, report to the

nominated University of Lincoln staff member in order to ensure that the activities of the UPO within the University of Lincoln are focussed on identified issues and serve to support the stated aims of this Agreement.

2. The University of Lincoln will appoint a point of contact for the UPO, who will be responsible for maintaining regular contact with the UPO, having an understanding of their workload, and addressing any wellbeing issues or concerns that the UPO or University of Lincoln may have.
3. The Lincoln Carholme NPT Sgt will conduct monthly one to ones and workload reviews, manage any sickness, welfare and wellbeing issues, and have oversight of ongoing projects and objectives.
4. Lincolnshire Police shall be responsible for all matters connected with the engagement of the UPO including, without limitation, pay, pensions, health and safety, welfare, and discipline.
5. If the UPO leaves the role, a new Officer will be allocated to the University of Lincoln as soon as practicable to continue the partnership. Funding arrangements will be adjusted accordingly.

Hours of Working

1. The hours worked will be negotiated to meet the needs of the local community and the University of Lincoln. Although this will largely fall within the day, it will also accommodate working on safer routes to and from the University of Lincoln and accommodation sites, and where appropriate shopping and night time economy locations.
2. Where possible, the UPO will be expected to take their annual leave during student holidays.
3. The UPO will only be absent when necessary, for example when dealing with arrests, attending briefings, training or engaging in other University of Lincoln issues, or when called to assist other colleagues as a matter of urgency. The Chief Constable of Lincolnshire Police reserves the right to recall the UPO to duty when there is a critical policing need.
4. In such circumstances, where possible, the Officer will advise the University of Lincoln of her/his absence in advance or as soon as possible and provide contact details whenever practicable.
5. The UPO post is intended to be dedicated to policing within the University of Lincoln setting and where students are involved in the wider community within the University Area.
6. The UPO will be stationed at the University of Lincoln and be given appropriate work space and related facilities by the University of Lincoln at no cost to Lincolnshire Police.
7. The University of Lincoln will accommodate any requirements for the storage and safekeeping of kit and equipment issued to the PC by Lincolnshire Police.