

DATED

2016

PROTECTED PERSONNEL CARRIERS

COLLABORATION AGREEMENT

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Agreement and each of them have obtained such consents as are necessary to allow them to enter into this Agreement.

OPERATIVE PART

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“Agreement” this Agreement between the Consortium Members comprising these terms and conditions together with all schedules attached to it.

“Bribery Act” means the Bribery Act 2010.

“Call Off Contract” means the call off contract as defined by and set out in the Crown Commercial Service’s Vehicle Purchase Framework (RM1070).

“Chair” the Chair of the Consortium Board, which at the Commencement Date shall be John Heussi, NAPFM Technical Committee Chair.

"Change in Law" a change in Law that impacts on the collaboration arrangements, which comes into force after the Commencement Date.

"Commencement Date" the date of this Agreement.

“Confidential Information” all confidential information (however recorded, preserved or disclosed) disclosed by a Consortium Member or its Representatives to another Consortium Member and that Consortium Member's Representatives including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the collaboration

arrangements and the status of those discussions and negotiations;

(b) the existence and terms of this Agreement;

(c) any information that would be regarded as confidential by a reasonable person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities, plans or intentions of the Disclosing Party; and

(ii) the operations, processes or software of the Disclosing Party; and

(d) any information or analysis derived from Confidential Information;

but not in any case including any information that:

(f) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or of any other undertaking of confidentiality addressed to the Consortium Member to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

(g) was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or

(h) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or

(i) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or

(j) the Consortium Members agree in writing is not confidential or may be disclosed; or

(k) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party; or

(l) is trivial, obvious or useless.

"Consortium Board"

the Consortium Board, as more particularly described at Schedule 2.

"Consortium Board Representative"

the person nominated to represent the Consortium Member as a member of the Consortium Board.

"Consortium Member"

each of the Consortium Members listed in Schedule 1 and "Consortium Members" shall be construed accordingly.

"Data Protection Legislation"

this includes:

- (a) the Data Protection Act 1998 ("**DPA 1998**");
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) the Regulation of Investigatory Powers Act 2000;
- (d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*);
- (e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in

the electronic communications sector;

- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*); and
- (g) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

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| “Disclosing Party” | a Consortium Member which discloses or makes available to another Consortium Member directly or indirectly Confidential Information. |
| "Dispute Resolution Procedure" | the procedure set out in clause 20. |
| "Financial Year" | 1 April to 31 March. |
| "FOIA" | the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation. |
| “Initial Term” | the period commencing on the Commencement Date and ending on the second anniversary of the Commencement Date. |
| “Intellectual Property Rights” | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case |

whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Law" any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

"Lead Force" The Police and Crime Commissioner for West Midlands

"Losses" means all claims, expenses, actions, proceedings, costs (including legal fees), damages, demands and other liabilities and direct losses;

"Personal Data" shall have the same meaning as set out in the DPA 1998.

"Procurement" the procurement of Personal Protective Carriers by the Lead Force under the Vehicle Purchase Framework, on behalf of the Consortium, in accordance with the principles set out this Agreement.

"Prohibited Act" the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council or the CCG a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or

(iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Purchase Order” a Purchase Order for Vehicles under the Call Off Contract as more particularly defined in the Call Off Contract.

“Recipient” a Consortium Member which receives or obtains directly or indirectly Confidential Information.

"Regulatory Body" those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Authority.

"Representative" a Consortium Member's employee, agent, advisor, subcontractor or other representative of a Consortium Member, and any employee of a Consortium Member who is seconded to another Consortium Member and is acting in accordance with that Consortium Member's

instructions.

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| “Restricted Activity” | entering into any agreement to purchase Vehicles other than in accordance with terms of the Vehicle Purchase Framework and this Agreement. |
| “Specification” | the specification agreed between the Consortium Members for, Protected Personnel Carriers more particularly defined at the “Goods” in the Call Off Contract. |
| “Successful Supplier” | the supplier(s) of Vehicles awarded Call Off Contracts as a result of the Procurement. |
| "Term" | the period of the Initial Term as may be varied by: (a) any extensions to this Agreement that are agreed under clause 2.2; or (b) the earlier termination of this Agreement in accordance with its terms. |
| “Third Party” | anyone other than a Consortium Member, (or any of its officers, agents, employees, advisers or other representatives). |
| “Third Party Negotiations” | discussions or negotiations between any of the Consortium Members (or any of their respective officers, agents, employees, advisers or other representatives) and a Third Party. |
| "TUPE" | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (<i>SI 2006/246</i>). |
| “Vehicles” | Protective Personnel Carriers or any other vehicles listed in the Specification. |
| “Vehicle Purchase Framework” | the Crown Commercial Service’s Vehicle Purchase Framework (RM1070). |

- "Working Day"** any day other than Saturday, Sunday, a public or bank holiday in England.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 A reference to one gender includes a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **"writing"** or **"written"** includes e-mail.
- 1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.
- 2. COMMENCEMENT AND DURATION**
- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.
- 2.2 The Consortium Board may extend the Term of this Agreement for a period up to a maximum of twenty-four (24) months beyond the expiry of the Initial Term in accordance with clause 2.3 below.
- 2.3 Nine (9) months prior to the expiry of the Initial Term, the Chair shall call a meeting of the Consortium Board for the purpose of rejecting or confirming an

extension to the Term of the Agreement, to include the proposed period of any extension.

- 2.4 If the Consortium Members do not extend this Agreement beyond the Initial Term, this Agreement shall expire on the expiry of the Initial Term.

3. COLLABORATION ARRANGEMENTS

- 3.1 At the Commencement Date, the Consortium Members appoint the Police and Crime Commissioner for West Midlands to be the Lead Force for the purposes of this Agreement.

- 3.2 Nothing in this Agreement shall prejudice or affect the rights and powers, duties and obligations of the Consortium Members in the exercise of their functions as public bodies or in any other capacity.

- 3.3 The Consortium Members confirm that they are committed to co-operating with one another in accordance with principles set out in this Agreement and agree to keep one another informed, liaise effectively and work together in good faith to achieve the objectives set out in clause 4.

- 3.4 For the avoidance of doubt, the Consortium Members shall act in accordance with clause 3.3 in so far as it is reasonably practicable to do so, taking account of the best interests of their statutory obligations and availability of resources.

- 3.5 Each Consortium Member will issue Purchase Orders for Vehicles to the Successful Supplier in its own right.

- 3.6 Each Consortium Member shall use all reasonable endeavours to promote the best interest of the Consortium.

- 3.7 Each Consortium Member warrants, represents and undertakes that, as at the date of this Agreement:

3.7.1 it has full capacity and authority to enter into this Agreement;

3.7.2 this Agreement is executed by a duly authorised representative of that Consortium Member;

3.7.3 once duly executed, this Agreement will constitute its legal, valid and binding obligations;

- 3.8 Each Consortium Member's Representative shall be authorised to carry out the matters for which they are expressed to be responsible

3.9 Nothing in this Agreement shall prejudice or affect the rights and powers, duties and obligations of each Consortium Member in the exercise of their functions as public bodies or in any other capacity and each Consortium Member shall be responsible for complying with their respective statutory obligations and obtaining all necessary approvals or consents required in connection with the Agreement.

4. OBJECTIVES

4.1 The objectives of the Consortium are:

4.2 to provide a forum for the Consortium Members to discuss their vehicle requirements including technical specifications and operational needs;

4.3 to reduce procurement lead times and commercial risk;

4.4 to improve transparency and data quality;

4.5 for the Lead Force to enter into a Call Off Contract with the Successful Supplier for the supply of vehicles which shall meet the combined technical specifications and operational needs of the Consortium Members;

4.6 to accumulate the Consortium Members individual vehicle purchase volumes;

4.7 to provide for each Consortium Member to issue Purchase Orders under the Call Off Contract with the Successful Supplier, in its own right, in relation to its predetermined individual vehicle purchase volumes as set out in Schedule 3;

4.8 to seek to obtain vehicles at prices more advantageous than the Consortium Members could do acting independently,

4.9 to improve and maintain the quality of vehicles so purchased;

4.10 to rationalise and standardise the range of vehicles wherever possible.

4.11 to share knowledge and best practice and keep Consortium Members advised of any information which may be advantageous to such members;

4.12 to review progress and performance of the Consortium from time to time at least once in every Financial Year;

4.13 to enable Consortium Members to manage business continuity planning.

5. OBLIGATIONS

Lead Force

The Lead Force shall be the overall commissioning lead for the purpose of the Procurement.

- 5.1 The Lead Force shall be responsible for:
 - 5.1.1 preparing the Specification and any documentation necessary in accordance with the Procurement;
 - 5.1.2 conducting the Procurement under the Vehicle Purchase Framework in accordance with its terms (including any mini-competition necessary under the terms of the Vehicle Purchase Framework);
 - 5.1.3 dealing with any variations which are permitted under the Vehicle Purchase Framework;
 - 5.1.4 providing the Consortium Board with a comprehensive evaluation report, including price breakdowns of all tenders received, to enable the Consortium Board to consider and the Lead Force to appoint the Successful Supplier;
 - 5.1.5 fully informing all other Consortium Members of the nature and proposed terms and conditions of the Call Off Contract;
 - 5.1.6 subject to the approval of the appointment of the Successful Supplier by the Consortium Board, agreeing any amendments or fine tuning of the Call Off Contract as necessary, completing and entering into the Call Off Contract with the Successful Supplier;
 - 5.1.7 carrying out the administration of the Consortium Board Meetings and providing secretarial support to the Consortium Board;
 - 5.1.8 preparing and distributing the Review notes;
 - 5.1.9 informing, consulting with and reporting to the Consortium Members on a regular basis or as agreed, throughout the Term; and
 - 5.1.10 ensuring that the personnel responsible for the day to day management of the Consortium shall carry out their responsibilities in such a manner as to ensure fulfilment of any designated roles and to ensure compliance with their obligations under this Agreement.

Consortium Members

- 5.2 Each Consortium Member shall:
- 5.2.1 not participate in any other concurrent procurement activity for the same or similar Specification;
 - 5.2.2 provide committed Vehicle volumes for the Initial Term;
 - 5.2.3 work with the Lead Force to develop the Specification for the purposes of the Procurement;
 - 5.2.4 be part of the evaluation process as agreed by the Consortium Board;
 - 5.2.5 ensure its Consortium Board Representative attends Consortium Board Meetings;
 - 5.2.6 satisfy itself that the Procurement has been conducted in accordance the Vehicle Purchase Framework and the Law;
 - 5.2.7 assist the Lead Force in benefits realisation such as savings by providing any necessary information requested;
 - 5.2.8 be responsible for all subsequent activity in respect of the Vehicles procured by the Consortium, to include any repairs or conversions to the Vehicles as may be required,
 - 5.2.9 raise Purchase Orders for Vehicles to the Successful Supplier(s) but, for the avoidance of doubt, under no circumstances shall a Consortium Member purport to agree to or change any provision of the Call Off Contract entered into by the Lead Force on behalf of the Consortium (including accepting any alternative terms and conditions by the Successful Supplier);
 - 5.2.10 supply to the Lead Force information and assistance reasonably requested by the Lead Force as is necessary to assist with the Procurement or the Call Off Contract;
 - 5.2.11 at the request of the Lead Force, review documentation, including draft Specifications or other technical documentation, in relation to the Procurement (if any), as soon as reasonably practicable (and in any event within any timescale given) at the request of the Lead Force, and notify the Lead Force of any errors or incorrect assumptions made in any such documents so far as it is aware.

6. PRINCIPLES OF COLLABORATION

- 6.1 The Consortium Members agree to adhere to the following principles:
- 6.1.1 **collaborate and co-operate** – The Consortium Members shall adhere to the roles and responsibilities set out in this Agreement to ensure that activities are delivered and actions taken as required to facilitate delivery of the Procurement;
 - 6.1.2 **be accountable** – The Consortium Members shall take on, manage and account to each other for the performance of the respective roles and responsibilities set out in this Agreement;
 - 6.1.3 **be open** – The Consortium Members shall communicate openly and actively engage with each other about any concerns, issues or opportunities relating to the Procurement;
 - 6.1.4 **adhere to statutory requirements and best practice** – the Consortium Members shall comply with all applicable Law and best practice guidance;
 - 6.1.5 **act in a timely manner** – The Consortium Members shall recognise the time critical nature of the Procurement and respond accordingly to requests for support from the Lead Force;
 - 6.1.6 **deploy appropriate resources** - The Consortium Members shall ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement;
 - 6.1.7 **act in good faith** – The Consortium Members shall support completion of the Procurement and act in compliance with these principles;
 - 6.1.8 **not undermine the project** –The Consortium Members shall not allow a course of action to be taken which will adversely affect achievement of the Procurement, the key objectives or compliance with these principles.

7. FINANCIAL CONTRIBUTIONS AND ARRANGMENTS

- 7.1 Each Consortium Member shall bear all costs it incurs in carrying out the work of the Consortium (including attendance at Consortium Board meetings, reviews, contract management, attending any other meetings or visits to external organisations).
- 7.2 No management or administrative costs shall be charged by the Lead Force

in respect of the preparation, drawing up or entering into this Agreement and the Call Off Contract, or the day to day administration thereof.

7.3 Each Consortium Member shall raise Purchase Orders under the Call Off Contract with the Successful Supplier and shall be solely responsible for making any payments due as a result of issuing such Purchase Orders.

7.4 The Lead Force shall not be required to make any payment to the Successful Supplier other than in relation to the Lead Force's individual vehicle purchase requirements.

8. NON-SOLICITATION

8.1 A Consortium Member shall not, without the prior written consent of the other Consortium Member, at any time from the Commencement Date to the expiry of twenty-four (24) months after the date of termination of this Agreement, solicit or entice away from that Consortium Member or employ or attempt to employ any person who is, or has been, engaged as an employee or consultant of that Consortium Member in relation to the Procurement.

9. GOVERNANCE

9.1 Each Consortium Member shall nominate a Consortium Board Representative, who shall be responsible for representing that Consortium Member in connection with the collaboration arrangements.

9.2 The terms of reference and governance arrangements in relation to the Consortium are as set out in Schedule 2.

10. REVIEW AND REPORTING

10.1 The Consortium Board agree to carry out a review of the collaboration arrangements forming the subject matter of this Agreement which shall be completed at least once per year ("**Review**"), including (but not limited to):

10.1.1 the performance of the Consortium against the objectives listed at clause 4;

10.1.2 the performance of the Lead Force and the Consortium Members against the obligations set out at clause 5 ; and

10.1.3 review of Purchase Orders raise against the Call Off Contract compared to the committed volumes set out in Schedule 3 and the progression of the Procurement.

11. VARIATIONS

No variation of this Agreement shall be effective unless it is in writing and signed by each and every Consortium Member (or their authorised representatives).

12. INTELLECTUAL PROPERTY RIGHTS

12.1 This Agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a Consortium Member pursuant to the Procurement shall be owned by that Consortium Member (**Created IPR**).

12.2 Each Consortium Member grants to the other Consortium Members a non-exclusive, personal, royalty-free licence during the Term to use its Created IPR in relation to the Procurement to the extent necessary for the other Consortium Members to carry out their obligations in relation to this Agreement.

12.3 At the end of the Term, a Consortium Member licensed to use Created IPR under clause 12.2 shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to the providing Consortium Member.

12.4 Each Consortium Member shall immediately give written notice to the other Consortium Members of any actual, threatened or suspected infringement of any Consortium Member's Intellectual Property Rights (including Created IPR) used in connection with the Procurement of which it becomes aware.

13. FREEDOM OF INFORMATION

The Consortium Members acknowledge that each is subject to the requirements of FOIA and the Environmental Information Regulations 2004 (SI 2004/3391), and shall assist and co-operate with one another to enable each Consortium Member to comply with these information disclosure requirements, where necessary.

14. DATA PROTECTION AND INFORMATION SHARING

14.1 Each Consortium Member shall (and shall procure that any of its Representatives involved in the Procurement shall) comply with any notification requirements under Data Protection Legislation. The Consortium

Members shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.

15. CONFIDENTIALITY

15.1 Except with the prior written consent of the Disclosing Party, each Consortium Member undertakes that it shall not at any time or at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information (however recorded or preserved) concerning the business, affairs, customers, clients or suppliers of any other Consortium Member, except as permitted by clause 15.4.

15.2 The Consortium Members shall:

15.2.1 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;

15.2.2 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of this Agreement (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);

15.2.3 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;

15.2.4 keep separate the Confidential Information from all documents and other records of the Recipient;

15.2.5 apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;

15.2.6 keep a written record of: any document or other Confidential Information received from the other in tangible form; any copy made of the Confidential Information; and

15.2.7 ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or records from its premises.

- 15.3 The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for purpose of the Procurement, provided that:
- 15.3.1 it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
 - 15.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient; and
 - 15.3.3 it shall at all times be liable for the failure of any Representative to comply with the terms of this clause 15.
- 15.4 A Consortium Member may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Consortium Member as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15, it takes into account the reasonable requests of the other Consortium Members in relation to the content of this disclosure.
- 15.5 The Recipient may, provided that the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the Disclosing Party of such disclosure.
- 15.6 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.
- 15.7 At the request of the Disclosing Party, the Recipient shall:
- 15.7.1 destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - 15.7.2 erase all the Disclosing Party's Confidential Information from its computer

systems or which is stored in electronic form (to the extent possible); and

- 15.7.3 certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.
- 15.8 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.
- 15.9 All Confidential Information shall remain the property of the Disclosing Party. Each Consortium Member reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a Consortium Member's Confidential Information are granted to the other Consortium Member and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement.
- 15.10 Except as expressly stated in this Agreement, no Consortium Member makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
- 15.11 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this clause. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this clause.
- 15.12 Each Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient and to authorise the Recipient to use such Confidential Information for the Purpose.

16. EXCLUSIVITY

16.1 From the Commencement Date until the expiry of the Term (or earlier termination of this Agreement), each Consortium Member agrees to procure Vehicles exclusively under this Agreement in accordance with the minimum committed vehicle requirements set out in Schedule 3.

16.2 Immediately on signing this Agreement, the other Consortium Members shall terminate, or procure the termination of, any Third Party Negotiations currently taking place in respect of procuring Vehicles.

16.3 During the Term, each of the other Consortium Members undertakes that it shall not, directly or indirectly:

16.3.1 induce, solicit, procure or otherwise encourage a Restricted Activity from a Third Party;

16.3.2 enter into, re-start, solicit, initiate or otherwise participate in any Third Party Negotiations in relation to a Restricted Activity;

16.3.3 seek, encourage or respond to any approach that might lead to Third Party Negotiations in respect of a Restricted Activity;

16.3.4 enter into any heads of terms, Agreement, arrangement or understanding (whether or not legally binding) relating to a Restricted Activity, whether pursuant to any Third Party Negotiations or otherwise; or

16.3.5 supply or otherwise disclose any information about the Consortium or any individual Consortium Member to a Third Party that wishes, or may wish, to enter into Third Party Negotiations in relation to a Restricted Activity (unless the information is publicly available).

16.4 Each Consortium Member shall procure that their Representatives shall comply with the undertakings in this clause 16 as if they were themselves that Consortium Member.

17. INSURANCE

17.1 The Consortium Members shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.

18. INDEMNITIES

- 18.1 Each Consortium Member (Indemnifying Party) shall indemnify and keep indemnified the other Consortium Members (Indemnified Parties) against all Losses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement (including but not limited to breach of clause 16.1) or a failure to meet obligations under any Purchase Order (including but not limited to an obligation to make any payment) to the extent that any Losses are due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Party's employees, or any of its Representatives or sub-contractors, except to the extent that the Losses are directly caused by or are increased as a result of or directly arise from the negligence, breach of this Agreement, or applicable Law by the Indemnified Party or its Representatives.
- 18.2 Each Consortium Member will indemnify and hold harmless the Lead Force for their share of any Losses incurred by the Lead Force (including but not limited to the costs of Procuring the Call Off Contract) insofar as those Losses arise in relation to its role as Lead Force under this Agreement except to the extent that those Losses are the Lead Force's own share of it or it is directly caused by or is increased as a result of or directly arises from the negligence of, or breach of, this Agreement or any contract entered into in accordance with it by the Lead Force.
- 18.3 The Lead Force will indemnify and hold harmless each of the remaining Consortium Members for its share of any Losses incurred by the remaining Consortium Members insofar as those Losses arise in relation to its role as Lead Force except to the extent that the Losses are attributable to a Consortium Member or is directly caused by or is increased as a result of or directly arises from the negligence of, or breach of, this Agreement or any contract or Purchase Order entered into in accordance with it by another Consortium Member.
- 18.4 The respective parties shall not be required to meet the liabilities where the Losses are directly caused by or directly arises from or is increased as a result of negligence of, or breach of, this Agreement or any contract or Purchase Order entered into in accordance with it by another Consortium Member.
- 18.5 Each Consortium Member shall, at all times, take all reasonable steps to minimise and mitigate any Losses for which the relevant Consortium Member

is entitled to bring a claim against any other Consortium Members under this Agreement.

18.6 If any Indemnified Party becomes aware of any matter that may give rise to a claim under this Clause 18 against the Indemnifying Party, notice of that fact shall be given as soon as possible to the Indemnifying Party.

18.7 The Indemnified Party shall give the Indemnifying Party the opportunity to have conduct of any relevant claim, and accordingly to defend or enact settlement of any such claim avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of the Indemnifying Party and to have the conduct of any related proceedings, negotiations or appeals, and in such circumstances it is agreed that no admission of liability shall be made or on behalf of the Indemnifying Party and any claim shall not be compromised, disposed of or settled without the consent of the Indemnifying Party. The Indemnifying Party may elect not to have conduct as aforesaid.

18.8 Without prejudice to the validity of the claim or alleged claim in question, and whether or not the Indemnifying Party has elected not to defend any such claim, each party shall allow the other and its professional advisors to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose shall give, subject to being paid all reasonable costs and expenses, all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the other party or its professional advisors may reasonably request PROVIDED THAT nothing in this Clause 18 shall be construed as requiring a party to disclose any document or thing which is the subject of any privilege. The party receiving the same agrees to keep all such information confidential and only to use it for such purposes detailed in this Clause 18.

19. LIABILITIES

19.1 Each Consortium Member shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Consortium Member is entitled to bring a claim against another Consortium Member under

this Agreement.

- 19.2 The Consortium Members shall be responsible for obtaining all permissions, approvals, licences, and consents necessary to enable it to take part in Consortium without breach of any statute, regulation, order or other requirement.

20. DISPUTE RESOLUTION

- 20.1 The Consortium Members shall use their best endeavours to resolve disputes arising out of this Agreement or in relation to any individual Purchase Order.

- 20.2 Any dispute in relation to this Agreement or an individual Purchase Order may be referred to the Consortium Board. If the dispute is not resolved within (21) Twenty-One days of it being brought to the Consortium Board's attention, any Consortium Member, by notice in writing to the others, may refer the dispute to the Chief Officers (or equivalent) of the Consortium Members, who shall co-operate in good faith to resolve the dispute as amicably as possible within (21) Twenty-One days of service of the notice.

- 20.3 Subject to clause 20.2, if the Chief Officers (or equivalent) fail to resolve the dispute in the allotted time, the Dispute Resolution Procedure shall be deemed exhausted and the aggrieved Consortium Member may commence legal proceedings.

- 20.4 This clause 20 shall not prevent any Consortium Member from seeking injunctive relief at any time during the Term (regardless of whether the Dispute Resolution Procedure set out in this clause 20 has been exhausted or not) in the case of any breach or threatened breach by the other Consortium Member of any obligation under this Agreement.

21. TERMINATION

- 21.1 This Agreement may be terminated:

21.1.1 following termination of the Call Off Contract;

21.1.2 by a unanimous decision of the Consortium Members; or

21.1.3 at any time in the circumstances set out in clause 24.4.

- 21.2 A Consortium Member may terminate its participation in this Agreement at any time by giving 3 months written notice to the Lead Force.

21.3 The termination of this Agreement for any reason shall be without prejudice to the accrued rights of the Consortium Members.

21.4 The Lead Force may partially terminate this Agreement with the effect of excluding one or more Consortium Member at any time by giving 3 months notice in writing in the event that any one or more Consortium Member breaches the Agreement and the Consortium Member(s) in breach either fail to remedy the breach within a reasonable time or where in reasonable opinion of the Lead Force the breach is not capable of remedy.

22. CONSEQUENCES OF TERMINATION

22.1 On the expiry of the Term, or if this Agreement is terminated in whole or in part for any reason the Lead Force shall transfer to the relevant Consortium Members all records in its possession relating to the Procurement.

22.1.1 On termination or partial termination in accordance with either Clause 21.2 or 21.4 the Consortium Member exiting the Agreement shall remain liable:

- (a) To procure Vehicles; and
- (b) To meet any financial commitments arising out of its committed vehicle requirements;

in accordance with the minimum committed vehicle requirements set out in Schedule 3.

22.2 The provisions of the following clauses shall survive termination or expiry of this Agreement:

22.2.1 Clause 13(Freedom of Information);

22.2.2 Clause 14 (Data Protection and Information Sharing);

22.2.3 Clause 15 (Confidentiality);

22.2.4 Clause 18 (Indemnities);

22.2.5 Clause 22 (Consequences of Termination);

22.2.6 Clause 24 (Prevention of Bribery); and

22.2.7 Clause 24 (Governing Law and Jurisdiction)

23. PUBLICITY

- 23.1 No Consortium Member shall make, or permit any person to make, any public announcement concerning this Agreement, the Procurement or its prospective interest in the Procurement without the prior written consent of the Lead Force (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.
- 23.2 No Consortium Member shall make use of the Consortium name or other Consortium Member's name or any information acquired through its dealings with the Consortium for publicity or marketing purposes without the prior written consent of the Consortium Board.
- 23.3 Where a public announcement is required by law or by any governmental or regulatory authority or by any court or other authority of competent jurisdiction, the Consortium Members shall make all reasonable attempts to agree the contents of such announcement with the other Consortium Members prior to such announcement being released.

24. PREVENTION OF BRIBERY

- 24.1 Each Consortium Member:
- 24.1.1 shall not, and shall procure that any of its representatives shall not, in connection with this Agreement commit a Prohibited Act;
- 24.1.2 warrants, represents and undertakes to the other Consortium Members that it is not aware of any financial or other advantage being given to any person working for or engaged by it, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to it before execution of this Agreement.
- 24.1.3 if requested by the other Parties, provide the other Consortium Members with any reasonable assistance, that the other Consortium Members may reasonably request, to enable the other Consortium Members to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

- 24.2 If any breach of this clause 24 is suspected or known, each Consortium Member must notify the Lead Force immediately.
- 24.3 If one Consortium Member notifies the Lead Force that it suspects or knows that there may be a breach of this clause 24, the Consortium Members will respond promptly to any enquiries, co-operate with any investigation, and allow the other Consortium Member to audit books, records and any other relevant documentation.
- 24.4 Any Consortium Member may terminate this Agreement by written notice with immediate effect if the other Consortium Members or their Representatives (in all cases whether or not acting with the Parties' knowledge) breaches clause 24.1. In determining whether to exercise the right of termination under this Clause 24.4, each Consortium Member shall give all due consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by a senior officer of one the Consortium Members or by an employee, sub-contractor or supplier not acting independently of the relevant Consortium Member. The expression "not acting independently of" means and shall be construed as acting:
- 24.4.1 with the authority; or,
- 24.4.2 with the actual knowledge; of any one or more of the senior management of the relevant Consortium Member; or
- 24.4.3 in circumstances where any one or more of the senior managers of the relevant Consortium Member ought reasonably to have had knowledge.

25. NO PARTNERSHIP

Nothing in this Agreement shall be construed as constituting a legal partnership between the Consortium Members or as constituting any Consortium Member as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

26. THIRD PARTY RIGHTS

- 26.1 No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a Consortium Member to this Agreement.

27. NOTICES

27.1 Notices shall be in writing and shall be sent to all other Consortium Members marked for the attention of the Consortium Board Representative (or equivalent) or another person duly notified by that Consortium Member for the purposes of serving notices on that Consortium Member, at the address set out for that Consortium Member in this Agreement.

27.2 Any notice or other information shall be deemed to have been served or given:

27.2.1 if it was served personally, at the time of service;

27.2.2 if it was served by post, 2 working days after it was posted; and

27.2.3 if it was served by electronic mail, if sent during standard working hours at the time of transmission and if sent outside standard working hours then on the following working day.

28. ASSIGNMENT AND SUBCONTRACTING

No Consortium Member shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Parties.

29. SEVERABILITY

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

30. WAIVER

30.1 The failure of any Consortium Member to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Consortium Member thereafter to enforce such provision.

30.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

31. ENTIRE AGREEMENT

31.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Consortium Members relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the Consortium Members relating to that subject matter.

32. GOVERNING LAW AND JURISDICTION

32.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Consortium Members irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

33. FAIR DEALINGS

33.1 The Consortium Members recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

34. COUNTERPARTS

34.1 This Agreement may be entered into in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. The Consortium Members may enter into this Agreement by executing any such counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

CONSORTIUM MEMBERS

The Consortium Members acknowledge and agree that this schedule 1 includes the details of all those bodies who expressed an interest in participating in the PPC Vehicle Procurement Consortium but the final Agreement will be made only by those who complete and return

1. the signed attestation page; and
 2. the minimum committed vehicle volumes table
- by 04TH October 2016

Once these pages have been returned each of the signatories to the Agreement will receive a full execution version confirming all signatories/parties to the Agreement.

1. **Chief Constable of Avon and Somerset Constabulary** of Valley Rd,
Portishead, Bristol BS20 8QJ
2. **Police and Crime Commissioner for Avon & Somerset** of Valley Rd,
Portishead, Bristol BS20 8QJ
3. **Chief Constable of British Transport Police** of 25 Camden Road, London,
NW1 9LN
4. **Police Authorities Chief Executive of British Transport Police** of The
Forum, 74-80 Camden Street, London, NW1 0EG
5. **Chief Constable of Bedfordshire Police** of Bedfordshire Police HQ, Woburn
Road, Kempston, Beds. MK43 9AX
6. **Police and Crime Commissioner for Bedfordshire** of Woburn Road,
Kempston, Bedford, MK43 9AX
7. **Chief Constable of Cambridgeshire Constabulary** of Cambridgeshire
Constabulary Headquarters, Hinchingsbrooke Park, Huntingdon,
Cambridgeshire, PE29 6NP
8. **Police and Crime Commissioners for Cambridgeshire** of South
Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge,
CB23 6EA
9. **Chief Constable for Cheshire Constabulary** of Clemonds Hey, Oakmere
Rd, Winsford CW7 2UA
10. **Police and Crime Commissioner for Cheshire** of Clemonds Hey, Oakmere
Rd, Winsford CW7 2UA

11. **Chief Constable of the Civil Nuclear Constabulary** of Culham Science Centre, Abingdon, Oxfordshire OX14 3BD
12. **Police and Crime Commissioner for the Civil Nuclear Constabulary** of Culham Science Centre, Abingdon, Oxfordshire OX14 3BD
13. **Chief Constable for Cleveland Police** of Ash House, Ill Acre, Princeton Drive, Thornaby, Stockton-on-Tees, TS17 6AJ
14. **Police and Crime Commissioner for Cleveland** of Police Headquarters, Ladgate Lane, Middlesbrough, TS5 7YZ
15. **Chief Constable for Cumbria Constabulary** of 1-2 Carleton Hall, Carleton Avenue, Penrith CA10 2AU
16. **Police and Crime Commissioner for Cumbria** of 1-2 Carleton Hall, Carleton Avenue, Penrith CA10 2AU
17. **Chief Constable for Derbyshire Constabulary** of Butterley Hall, Ripley, Derbyshire, DE5 3RS
18. **Police and Crime Commissioner for Derbyshire** of Butterley Hall, Ripley, Derbyshire, DE5 3RS
19. **Chief Constable for Devon & Cornwall Police** of Middlemoor, Exeter, Devon, EX2 7HQ
20. **Police and Crime Commissioner for Devon and Cornwall** of Endeavour House Woodwater Park, Pynes Hill
21. **Chief Constable of Dorset Police** of Force Headquarters, Winfrith, Dorchester, Dorset DT2 8DZ
22. **Police and Crime Commissioner for Dorset** of Force Headquarters, Winfrith, Dorchester, Dorset , DT2 8DZ
23. **Chief Constable of Dyfed Powys** of PO Box 99, Llangunnor, Carmarthen, SA31 2PF
24. **Police and Crime Commissioner for Dyfed Powys** of PO Box 99, Llangunnor, Carmarthen, SA31 2PF
25. **Chief Constable of Essex Police** of Essex Police headquarters, PO Box 2, Springfield, Chelmsford, Essex CM2 6DA
26. **Police and Crime Commissioner for Essex** of 3 Hoffmanns Way, Chelmsford, Essex CM1 1GU
27. **Chief Constable of Gloucestershire Constabulary** of County Police Headquarters, 1 Waterwells Drive, Quedgeley, Gloucester GL2 2AN
28. **Police and Crime Commissioner for Gloucestershire** of No.1 Waterwells, Waterwells Drive, Quedgeley, Gloucester GL2 2AN

29. **Chief Constable for Hertfordshire Constabulary** of Hertfordshire
Constabulary Headquarters, Stanborough Road, Welwyn Garden City,
Hertfordshire AL8 6XF
30. **Police and Crime Commissioner for Hertfordshire** of Leahoe House,
Pegs Lane, Hertford SG13 8DE
31. **Chief Constable of Humberside** Clough Rd, Hull HU5 1SW
32. **Police and Crime Commissioner of Humberside** The Lawns
Harland Way, Cottingham, HU16 5SN
33. **Chief Constable of Kent Police** of Police headquarters, Sutton Road,
Maidstone, Kent ME15 9BZ
34. **Police and Crime Commissioner for Kent** of Police headquarters, Sutton
Road, Maidstone, Kent ME15 9BZ
35. **Chief Constable of Leicestershire Constabulary** of Force Headquarters, St
Johns, Enderby, Leicester LE19 2BX
36. **Police and Crime Commissioner for Leicestershire** of Leicestershire
Police, St Johns, Enderby, Leicester LE19 2BX
37. **Chief Constable of Lincolnshire Police** of Police Headquarters, Deepdale
Lane, Nettleham near Lincoln, LN5 7PH
38. **Police and Crime Commissioner for Lincolnshire** of PO Box 999, Lincoln,
LN2 2LT
39. **National Crime Agency** of Olympic House, Olympic Park, Longbarn
Boulevard, Woolston Grange, Warrington, Cheshire, WA2 0XA.
40. **Chief Constable of North Yorkshire Police** of Newby Wiske,
Northallerton, North Yorkshire, DL7 9HA
41. **Police and Crime Commissioner for North Yorkshire** of PO Box 106,
Ripon, North Yorkshire HG4 5WA
42. **Chief Constable of Northumbria Police** Force Headquarters, North Road,
Ponteland, Newcastle upon Tyne, NE20 0BL
43. **Police and Crime Commissioner of Northumbria** of 2nd Floor Victory
House, Balliol Business Park, Benton Lane, Newcastle upon Tyne,
NE12 8EW
44. **Chief Constable of Norfolk Police** of Jubilee House,
Falconers Chase, Wymondham, Norfolk, NR18 0WW
45. **Police and Crime commissioner for Norfolk** of Jubilee House, Falconers
Chase, Wymondham, Norfolk NR18 0WW

46. **Chief Constable of North Wales Police of** Police Headquarters
Glan y Don, Colwyn Bay, Conwy LL29 8AW
47. **Police and Crime Commissioner for North Wales Police of** Police
Headquarters, Colwyn Bay, Conwy LL29 8AW
48. **Chief Constable of Nottinghamshire Police of** Arnold Nottingham NG5
8PP
49. **Police and Crime Commissioner for Nottinghamshire of** County Hall,
West Bridgford, Nottingham, NG2 7QP
50. **Chief Constable for South Wales Police of** Cowbridge Road, Bridgend,
CF31 3SU
51. **Police and Crime Commissioner for South Wales of** Bridgend,
CF31 3SU
52. **Chief Constable of South Yorkshire Police of** Atlas Court,
28 Atlas Way, Sheffield, South Yorkshire, S4 7QQ
53. **Police and Crime Commissioner for South Yorkshire Police of** 18 Regent
Street, Barnsley, South Yorkshire, S70 2HG
54. **Chief Constable of Staffordshire Police of** Staffordshire Police HQ, PO Box
3167, Stafford, ST16 8JZ
55. **Police and Crime Commissioners for Staffordshire of** Staffordshire Police
HQ (1st Floor Block 9), Weston Road, Stafford, ST18 0YY
56. **Chief Constable of Suffolk Constabulary** Police Headquarters Martlesham
Heath, Ipswich IP5 3QS
57. **Police and Crime Commissioners for Suffolk of** Martlesham Heath,
Ipswich IP5 3QS
58. **Chief Constable of Thames Valley Police of** Oxford Road, Kidlington,
Oxfordshire, OX5 2NX
59. **Police and Crime Commissioners for Thames Valley of** The Farmhouse,
Thames Valley Police Headquarters Oxford Road, Kidlington Oxon, OX5 2NX
60. **Chief Constable of Warwickshire Police of** PO Box 4, Leek Wootton,
Warwick, CV35 7QB
61. **Police and Crime Commissioners for Warwickshire of** 3 Northgate Street,
Warwick CV34 4SP
62. **Chief Constable of West Mercia Police of** Hindlip Hall, PO Box 55,
Worcester WR3 8SP

63. **Police and Crime Commissioners for West Mercia of** PO BOX 487,
Shrewsbury, SY2 6WB
64. **Chief Constable of West Midlands of** Lloyd House, Colmore Circus
Birmingham, B4 6NQ
65. **Police and Crime Commissioner for West Midlands of** Lloyd House
Colmore Circus, Birmingham, B4 6NQ
66. **Chief Constable of West Yorkshire Police of** PO Box 9, Wakefield, WF1
3QP
67. **Police and Crime Commissioner for West Yorkshire of** 62 George St,
Wakefield WF1 1DL
68. **Chief Constable of Wiltshire of** London Road Devizes Wiltshire SN10 2DN
69. **Police and Crime Commissioners for Wiltshire of** London Road Devizes
Wiltshire SN10 2RD

SCHEDULE 2 GOVERNANCE

1. NAPFM Technical Committee (“Consortium Board”)

1.1. The Consortium Board will facilitate a collaborative approach to the purchase of Protective Personnel Carriers via the Vehicle Purchase Framework.

1.2. The Consortium Board will take responsibility for the following:

1.2.1. Providing governance throughout the Procurement and the Term;

1.2.2. Being the decision makers in respect of key decisions (with this in mind it is critical that the Consortium Board Representatives have the authority to make those decisions on behalf of the relevant Consortium Member and that anyone deputising has been delegated that authority);

1.2.3. Updating members of relevant forces; and

1.2.4. Making recommendations on future procurement processes

2. Consortium Board Representatives

2.1. The Consortium Board representative shall be the appointed member who already attends the NAPFM Technical Committee, unless agreed with the Chair.

2.2. The Consortium Board shall be made up of the Chair, the Deputy Chair and the Consortium Board Representatives, and any other person who may be invited to the Consortium Board following agreement by the Consortium Members.

2.3. Each Consortium Member shall have the right to remove and replace its Consortium Board Representative at any time by notification in writing to the Chair.

2.4. Each Consortium Board Representative shall remain the employee of the Consortium Member which has appointed them to the Consortium Board and will be paid by that Consortium Member in accordance with their own contract of employment.

3. Right to nominate a Proxy

- 3.1. Any Consortium Board Representative who is entitled to attend and vote at a Consortium Board meeting shall be entitled to nominate a proxy to attend and vote on their behalf.
- 3.2. Any Consortium Board Representative who is unable to attend a Consortium Board meeting must provide the Chair with notice in writing of any such proxy at least two (2) working days in advance of the meeting. Any question as to the validity of the proxy shall be determined by the Chair whose decision shall be final.
- 3.3. Any Consortium Board Member who appoints a proxy may specify that the proxy vote shall be cast in a particular way. The nominated proxy shall provide any comments or feedback from the Consortium Board Representative they are representing to the Consortium Board at the attended meeting.
- 3.4. If a Consortium Member is unable to attend a meeting and does not notify the Chair of a nominated proxy, the Consortium Member shall be noted as absent from the meeting, no proxy shall be permitted to participate in the meeting and, providing the meeting is quorate, their absence will not impact on the business of the meeting.

4. Chair

- 4.1. The Chair of the Consortium Board is John Heussi. Should John Heussi step down from this role during the Term, the Chair shall be John's replacement who is appointed to the role NAPFM Technical Committee Chair.
- 4.2. At each Consortium Board meeting, the Chair shall preside.
- 4.3. Where the Chair is not present, the Deputy Chair shall chair the meeting. Where the Chair is absent from a meeting of the Consortium Board, the Consortium Board Members in attendance at that meeting shall appoint a Deputy Chair for the purposes of the meeting and the Deputy Chair shall be responsible for informing the Chair as to the salient points and decisions raised or agreed to at that meeting.
- 4.4. The Chair shall seek to ensure that:
 - 4.4.1. the business of the Consortium Board meeting is conducted efficiently;
 - 4.4.2. All Consortium Board Representatives are given the opportunity to express their views;

4.4.3. A constructive working relationship is established between the Consortium Members; and

4.4.4. The Consortium Board receives professional advice when needed.

5. Quorum

5.1. No business at any meeting of the Consortium Board shall be transacted unless the Chair, the Deputy Chair and a minimum of 7 additional Consortium Board Representatives are present.

5.2. If, during any meeting of the Consortium Board, the Chair declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chair or in the absence of a date and time being fixed, to the next general meeting of the Consortium Board to which the consideration of any business not transacted shall be referred.

6. Consortium Board Meetings

6.1. Consortium Board Meetings will form part of scheduled NAPFM Technical Committee meetings, unless key decisions are required prior to any scheduled meetings to facilitate the smooth running of this Agreement and the obligations under it.

6.2. If a key decision is required prior to any scheduled meetings then an update will be provided to The Chair, followed by an e-mail or a conference call with the group.

6.3. The Chair shall:

6.3.1. provide the Consortium Members with reasonable notice of the date, time and location of the meeting;

6.3.2. take the business of the meeting in any order that the Chair may decide;

6.3.3. adjourn the meeting if the majority of the Consortium Board Representatives present in person or by proxy agree. An adjourned meeting can only deal with matters adjourned from the original meeting. An adjourned meeting is a continuation of the adjourned meeting. The date of all resolutions passed is the date they were passed (as opposed to the date of the original meeting). There is no need to give notice of an adjournment or to give notice of the business to be transacted.

6.3.4. During each meeting, the Chair shall address the minutes of the last meeting and the Consortium Board Representatives shall agree and second such minutes for completeness.

7. Voting

7.1. Unless stipulated otherwise by the Chair, any issue that requires a vote shall be by a simple majority of the votes of the Consortium Members who are represented in the Consortium Board either in person or by proxy.

7.2. For each issue that requires a vote, each Consortium Board Representative will have one (1) vote each.

7.3. In the event of there being no majority the Chair (or the Deputy Chair in the Chair's absence) shall have a second and casting vote.

7.4. Any person who is invited to join a meeting of the Consortium Board but is not a Consortium Board Representative shall not be entitled to vote at a meeting.

7.5. A meeting may be by way of telecon or such alternative means as shall be agreed by a majority of Consortium Board Representatives.

8. Special Meetings

8.1. All special meetings shall be convened either:

8.1.1. At the request of the Consortium Board Representatives;

8.1.2. Upon a written request to the Lead Force by an Consortium Board Representative stating the business for which the meeting is to be convened;

8.2. A special meeting shall not transact any business that is not set out in the written request to convene the meeting.

8.3. A special meeting may be by way of telecon or such alternative means as shall be agreed by a majority of Consortium Board Representatives.

9. Agendas, Minutes and Reports

9.1. Every Consortium Member shall have the right, on giving the Chair written notice and specifying the details thereof, to have an item of business placed

on the agenda of any meeting and the Chair shall place such item of business on the agenda thereof as soon as practicable.

9.2. The accidental omission to give notice of a meeting of the Consortium Board to or the non-receipt of notice of a meeting of the Consortium by the Chair or any Consortium Member will not invalidate the proceedings of that meeting.

9.3. Minutes of meetings and resolutions will be taken by a nominated attendee of the meetings. Such minutes, if signed by the Chair at the next succeeding meeting, will be sufficient evidence without any further proof of the discussions of the meeting therein stated.

9.4. The agenda, reports and minutes of each meeting will be recorded and maintained by the Lead Force electronically. The Lead Force will also be responsible for dealing with any requests by Consortium Board Representatives for a special meeting and forwarding the requests to other Consortium Board Representatives. The Lead Force shall also circulate all agendas, reports and minutes of any meeting amongst the Consortium Board Representatives in accordance with the following agenda process:

9.4.1. Full copies of the minutes, including attachments, will be provided to all Consortium Board Representatives no later than five (5) working days following each meeting;

9.4.2. Consortium Board Representatives will forward any proposed agenda items to the Chair by close of business five (5) working days prior to the next scheduled meeting.

10. Decisions

10.1. The Consortium Members acknowledge that each Consortium Board Representative must comply at all times with, including but not limited to, their respective financial regulations, contract standing orders and scheme of delegation.

11. Conflict of Interest

11.1. The Consortium Members recognise that a conflict of interest may arise and will ensure that they advise the Consortium Board of such conflicts as soon as they arise or as soon as reasonably practicable after they have

become aware or ought to have reasonably been aware that a conflict has arisen.

11.2. Depending on the nature of the conflict, the other Consortium Board Representatives may decide that there will be no further involvement by the conflicted Consortium Board Representative on that particular issue where there is conflict.

11.3. The conflicted Consortium Board Representative may be asked to withdraw from any meeting while that particular issue is dealt with and accordingly shall comply with that request.

11.4. Expressions by the Consortium Board Representatives that a conflict applies to a particular issue are encouraged and shall, where appropriate, be treated as confidential.

SCHEDULE 3
MINIMUM COMMITTED VEHICLE REQUIREMENTS

These volumes are the minimum volumes of vehicles to be purchased under this Agreement by each Consortium Member

| Committed Volumes | Force/ Organisation (force name) | | |
|------------------------------|---|----------------------------|-------|
| | Nov 16 to 31.03.18 | 01.04.18 to Nov 2018 | Total |
| Protected Personnel Carriers | 0 | 0 | 0 |

Can each force please complete the following:-

Latest Purchase Information:-

- a) Vehicle Details:
- b) Date :
- c) Cost : £

**VEHICLE PROCUREMENT CONSORTIUM
COLLABORATION AGREEMENT**

SIGNED

BY _____

Duly authorised to sign for on behalf of

THE POLICE AND CRIME COMMISSIONER FOR

In the presence of:

Witness signature:

Name:

Address:

Occupation:

**VEHICLE PROCUREMENT CONSORTIUM
COLLABORATION AGREEMENT**

SIGNED

BY _____

Duly authorised to sign for on behalf of

THE CHIEF CONSTABLE OF

In the presence of:

Witness signature:

Name:

Address:

Occupation: