

COLLABORATION AGREEMENT

Ron Hogg
Police and Crime Commissioner
Office of the Durham Police and Crime Commissioner

("Durham Constabulary & Office of the Durham Police and Crime Commissioner – DC&ODPCC", "You" or "Your")

Dear PCC Ron Hogg,
Innovation and the Application of Knowledge for More Effective Policing HEFCE Catalyst Fund, Project code: F09

The Higher Education Funding Council for England ("HEFCE") has awarded the above titled grant attached as Annex 1 to Prof. Adam Crawford at the University of Leeds ("Leeds University"). The co-investigators are Professor Nicole Westmarland (Durham University), Dr Ian Paylor (Lancaster University), Professor Sandra Walklate (University of Liverpool), Dr Stephen Brookes (University of Manchester), Dr Jill Clarke (Newcastle University), Dr Matthew Bacon, Prof Joanna Shapland and Dr Layla Skinns (University of Sheffield) and Dr Adam White (University of York), all such Universities being referred to as the "N8 Universities". The parties to this letter of agreement are referred to as "Collaborators" or "Parties".

The grant will be administered by Leeds University. The Parties will co-operate to perform the project funded by the above mentioned grant (the "N8 PRP Project") and the terms and conditions of the award letter will apply to each Party's conduct of the N8 PRP Project.

The N8 PRP Project start date is 1 May 2015 for a period of 60 months, contingent on the grant starting as described in the grant award letter.

By signing this letter, DC&ODPCC is agreeing to contribute to the N8 PRP Project as set out in the N8 PRP Project proposal, DC&ODPCC's letter of support (copy attached) and HEFCE's offer letter (copy attached). A copy of the original proposal is available from Leeds University upon request.

To ensure the overall success of the Project, each policing partner agrees to adhere to the following:

1. General participation provisions:

- 1.1. To provide a Steering Group representative of appropriate seniority and standing, and who can represent and feedback to their organisation (and, where relevant, to the OPCC/police force).
- 1.2. Identify a second/alternate Steering Group representative who can deputise should the nominated representative be unable to attend particular meetings. This will also ensure consistency and continuity of input over time should any key representatives change post or move institutions.
- 1.3. To participate fully in the governance structures of the Project, including acting upon the recommendations and actions from Steering Group and Advisory Board.

- 1.4. Nominate a single point of contact in their organisation to act as a key signposting role for the Parties and with whom the N8 PRP Project partners can raise issues regarding the operation of the Project.
- 1.5. Promote the Project across their organisation in order to enable a wide group of colleagues to gain access to and benefit from the opportunities associated with participation in the Project.
- 1.6. As part of the financial monitoring of partner contributions, you will be required to provide an annual letter of support, based on the original letter of commitment. This letter will specify your past and ongoing commitments and in-kind contributions made in the preceding year and outline the continuing commitment going forward.
- 1.7. To support the monitoring, evaluation and reporting of progress to HEFCE in accordance with requests from the Project Management Team at Leeds University.

2. Intellectual Property Rights

- 2.1. All intellectual property and know how generated in the course of the N8 PRP Project ("Arising IP") shall belong to the particular N8 University introducing the same. DC&ODPCC acknowledges and agrees that any such N8 university will grant to the other N8 Universities a licence to use its Arising IP only for the N8 PRP Project and teaching and research purposes. All outputs of the Project are available for internal teaching and research purposes by each or all of the N8 Universities and DC&ODPCC and in on-line research archives. Leeds University undertakes to acknowledge the input and effort of DC&ODPCC in connection with the N8 PRP Project and to use reasonable endeavours to procure that the other N8 Universities do the same.
- 2.2. You agree that all results whether capable of protection or not shall be owned in the first instance by the Party creating them. The Parties agree in good faith to meet at an appropriate time during the N8 PRP Project, or at a minimum, after completion of the N8 PRP Project to discuss whether the results could be exploited commercially. If exploitation is possible, the way forward would be subject to a further agreement to be negotiated at that time.
- 2.3. You agree that all background knowledge brought to the N8 PRP Project or created outside the scope of the N8 PRP Project shall remain the property of the Party introducing it. All Parties shall be permitted to use such background knowledge directly related to the N8 PRP Project in order to progress the N8 PRP Project but solely for that purpose.
- 2.4. You agree to allow the N8 Universities to publish the results of this N8 PRP Project, unless such a publication jeopardises any successful application for patents or commercial exploitation as above.

3. Publication and Confidentiality Procedures

- 3.1. In this Agreement "the disclosing party" means a party disclosing its Confidential Information to the other party who shall be called "the receiving party". The disclosing party agrees to disclose (a) materials which are intended for publication and (b) information which the disclosing party believes, in good faith, to be confidential and refers to such information as being confidential at the time of disclosure ("Confidential Information") to the receiving party upon the following conditions:
 - 3.1.1. The receiving party shall use the Confidential Information solely for the N8 PRP Project, and shall not use the Confidential Information for any other purpose unless the written consent of the disclosing party has first been obtained.

4.2 For the purposes of the Data Protection Act 1998 each party remains the data controller for any personal information recorded (in whatever format) or in any information system under that party's control.

4.3 Any requests received under the Freedom of Information Act 2000 by any N8 University which relate to a touch upon the subject matter of this Agreement should be brought to the attention of all other N8 Universities and project partners / collaborators of those N8 Universities as soon as practicable and at the request of the party in receipt of the request, all other parties will offer all reasonable assistance for responding to the FOI request for any subsequent compliance requirement.

5. Dispute Resolution

5.1 Any difference or dispute between the parties arising out of or in connection with this Agreement (whether arising before or after termination of the Agreement) that cannot be resolved between the parties will be referred to HEFCE for resolution.

6. Termination

6.1 In the event that DC&ODPCC reasonably believe that the universities (to include their employers, agents, or sub-contractors) are responsible for any impropriety in effecting the Project work or that there is a material failing on the part of the universities to conduct the Project work in accordance with the project proposal then the DC&ODPCC may give twelve months-notice in writing to terminate this Agreement without prejudice to their rights.

7. General

7.1 DC&ODPCC acknowledges that the N8 Universities may be required by their funders to demonstrate their impact. DC&ODPCC agrees to comply with all reasonable requests made by the N8 Universities to provide such information (not including Confidential Information) as the requesting N8 University may reasonably require in order to address requirements placed on them for the purposes of the N8 PRP Project. Such information may include (in relation to the N8 PRP Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

7.2 Leeds University shall have the right to enforce this Agreement against you on behalf of itself and all other N8 Universities.

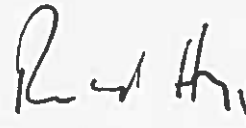
7.2.1 once you have signed and returned this Agreement, it shall be governed and construed in all respects in accordance with the laws of England, and the parties here to submit to the non-exclusive jurisdiction of the English Courts.

Accepted on behalf of **University of Leeds**

Accepted on behalf of **DC&ODPCC**

Signature:

Signature:



Name/position:

Name/position:

R. Hogg PCC

Date:

Date:

11.1.16

cc: Ms Steph Abraham, N8 PRP Project Manager, University of Leeds

Annex 1

HEFCE Award Letter