

DMPC Decision – PCD 1370

Title: National Police Chiefs' Council (NPCC) and National Crime Agency (NCA) International Crime Collaboration Agreement

Executive Summary:

This paper seeks approval for the National Police Chiefs' Council (NPCC) to enter into a section 22A Collaboration Agreement with the National Crime Agency (NCA) in respect of the function of the Joint International Crime Centre (JICC). There are no direct financial implications arising from this proposal.

Recommendation:

The Deputy Mayor for Policing and Crime is recommended to:

1. Approve the NPCC to enter into a Collaboration Agreement with the NCA. The purpose of this agreement is to outline the working relationship between the parties for the lawful and effective running of the JICC.

Deputy Mayor for Policing and Crime

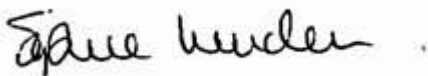
I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

Signature

Date

17/02/2023



PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE DMPC

1. Introduction and background

- 1.1. MOPAC host the National Police Chiefs' Council (NPCC). The NPCC established and operates the International Crime Coordination Centre (ICCC).

2. Issues for consideration

- 2.1. The NPCC International Crime Coordination Centre (ICCC) is being merged with the National Crime Agency's (NCA) UK International Crime Bureau (UKICB) to create the Joint International Crime Centre (JICC).
- 2.2. A collaboration agreement between the NPCC and NCA is necessary to set out the following:
- Services that the JICC will provide back to policing
 - JICC operating model
 - Performance Framework
 - Roles and Responsibilities for each party
 - Governance
 - HR arrangements
 - IT / and Information Management
 - Data handling and security

3. Financial Comments

- 3.1. The costs of the NPCC ICCC is being funded by grant from the NCA until the finalisation of the merger. When the collaboration agreement comes into force the NCA will be responsible for the funding of the JICC. The NPCC assure that there is no financial liability to MOPAC.

4. Legal Comments

- 4.1. Under Schedule 3 Part 1 of the Crime Court Act 2013 the NCA and UK police forces have a duty to co-operate with each other, and for the purpose of discharging these and any other functions the NCA may enter into co-operation arrangements with UK police forces via the NPCC
- 4.2. Paragraph 4.5 of the MOPAC Scheme of Delegation and Consent provides that the Deputy Mayor for Policing and Crime (DMPC) has delegated authority to approve a collaboration agreement under s22 Police Act 1996 where the approval of MOPAC is required by that Act.

5. GDPR and Data Privacy

- 5.1. MOPAC will adhere to the Data Protection Act (DPA) 2018 and ensure that any organisations who are commissioned to do work with or on behalf of MOPAC are fully compliant with the policy and understand their GDPR responsibilities.
- 5.2. The MPS assure that a DPIA has been completed for this project. The project will ensure a privacy by design approach, which will allow the MPS to find and fix problems at the early stages of any project, ensuring compliance with GDPR.
- 5.3. On/immediately prior to commencement by the JICC of its operational activities, the NPCC will “transfer” to the NCA the entirety of the data it controls relating to the past, ongoing and future operations and functions of the ICC. Following this transfer, the NPCC will surrender its access to that data, will not retain access to this data, and will cease to become a data Controller or processor in relation to that data. The NCA will become the data controller

6. Equality Comments

- 6.1. MOPAC is required to comply with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 6.2. The NPCC assure that this paper is seeking authorisation to sign an agreement by which an existing function will be transferred to another agency and as such there are considered to be no negative equality or diversity implications arising from this process negating the requirement to present any mitigation under the Equality Act 2010.

7. Background/supporting papers

- Appendix 1 NPCC Report - INTERNATIONAL CRIME COORDINATION CENTRE (ICCC) – Collaboration Agreement NPCC - NCA

Public access to information

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOIA) and will be made available on the MOPAC website following approval.

If immediate publication risks compromising the implementation of the decision it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary.

Part 1 Deferral:

Is the publication of Part 1 of this approval to be deferred? NO

If yes, for what reason:

Until what date:

Part 2 Confidentiality: Only the facts or advice considered as likely to be exempt from disclosure under the FOIA should be in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a **Part 2** form – NO

ORIGINATING OFFICER DECLARATION

Tick to confirm statement (✓)

Financial Advice:

The Strategic Finance and Resource Management Team has been consulted on this proposal.

✓

Legal Advice:

The MPS legal team has been consulted on the proposal.

✓

Equalities Advice:

Equality and diversity issues are covered in the body of the report.

✓

Commercial Issues

Commercial issues are covered in the body of the report.

✓

GDPR/Data Privacy

GDPR compliance issues are covered in the body of the report .

✓

Drafting Officer

Alex Anderson has drafted this report in accordance with MOPAC procedures.

✓

Director/Head of Service:

The MOPAC Chief Finance Officer and Director of Corporate Services has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.

✓

Chief Executive Officer

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Deputy Mayor for Policing and Crime.

Signature

Date 13/02/2023

Manakuchford.

**INTERNATIONAL CRIME COORDINATION CENTRE (ICCC) – Collaboration Agreement
NPCC - NCA**

Report by ACC Peter Ayling on behalf of the Chief of Corporate Services

Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC

EXECUTIVE SUMMARY

In March 2019, the ICCC was established under NPCC governance, to ensure that the 43 police forces in England and Wales were prepared for changes in legislation and access to EU tools after EU Exit. The ICCC is made up of 103 officers, staff and contractors. The ICCC is currently hosted by MPS and use MPS's infrastructure to conduct business but has been Home Office funded since inception.

Since 2021 the NCA, ICCC and Home Office have been working with NPCC International Criminality Portfolio lead ACC Peter Ayling to create the Joint International Crime Centre (JICC) which, will bring together the services and functions of the ICCC and NCA UK International Crime Bureau (UKICB).

From the 28th March 2023, the ICCC's capability will be transferred to the NCA to create the Joint Crime Coordination Center (JICC). The Home Office has allocated the funds for the JICC to the NCA. The ICCC will continue to be hosted by the MPS until it is fully transferred to the NCA.

A decision is required from MOPAC, to authorize the NPCC to enter into a Collaboration Agreement with the NCA to formalize the working relationship between the parties for the lawful and effective running of the JICC

Recommendations

The Deputy Mayor for Policing and Crime is asked to:

- 1. Approve the NPCC to enter into a Collaboration Agreement with the NCA. The purpose of this agreement is to outline the working relationship between the parties for the lawful and effective running of the JICC.**

Time sensitivity

A decision is required from the Deputy Mayor by **17th February 2023** as the JICC is scheduled to Go Live on 28th March 2023.

Non-confidential facts and advice to the Deputy Mayor for Policing and Crime**Introduction and background**

1. In March 2019, the National Police Chiefs Council (NPCC) International Criminality Portfolio, whose current lead is ACC Peter Ayling, created the International Crime Coordination Centre (ICCC) to plan and implement how UK Policing responds to any loss in capability as a result of EU Exit

2. The ICCC is hosted by the Met Police but it is a national resource under NPCC governance. The ICCC is staffed by highly experienced officers and staff from police forces, with embeds from the National Crime Agency and the national Criminal Records Office (ACRO). The ICCC uses MPS infrastructure and follows its processes to conduct business.
3. In 2021, a decision was made to transfer the capabilities established within the ICCC to the NCA to join the UK International Crime Bureau (UKICB) to create a new entity named as the Joint International Crime Centre (JICC). The NPCC and the NCA has been working on the JICC project ever since.

Issues for consideration

4. The JICC was originally planned to Go Live on 1st October 2022. The JICC Strategic Quarterly Board (SQB) decided to postpone the Go live date to 28th March 2023.
5. All ICCC staff currently hosted by the MPS will be seconded to the NCA.
6. The decision to postpone the launch of the JICC was made to allow for sufficient time to prepare and obtain approval for the legal documents, including the Collaboration Agreement, required to minimize any potential operational risk for the JICC.
7. Currently the ICCC receives operational support from the MPS across different areas. The NCA and the MPS have agreed in principle for some of these capabilities to continue to be accessed by the JICC for a limited transitional period. Work to formalize these arrangements through development of a Memorandum of Understanding (MoU), Data Processing Contract (DPC) and necessary s22a has been completed.
8. Since these services are currently provided to the ICCC, the creation of the JICC does not have any operational impact on the MPS. The only impact will be during the project and transition phase as all consideration, planning and implementation will take place to transfer all staff, assets and manage the finances of the new arrangements. The ICCC has made contact with all relevant departments to ensure all parties are engaged.
9. Some key themes covered within the NPCC/NCA Collaboration Agreement are:
 - Services that the JICC will provide back to policing
 - JICC operating model
 - Performance Framework
 - Roles and Responsibilities for each party
 - Governance
 - HR arrangements
 - IT / and Information Management
 - Data handling and security

Contributes to the MOPAC Police & Crime Plan 2022-251

10. As the MPS will continue to provide some services to the NCA / JICC, the JICC will continue to contribute to the MOPAC Police & Crime Plan as its ultimate objective is to keep communities safe as this agreement provides support to continue to tackle crime with international footprint and also by removing from the country subjects requested on extradition.

Financial, Commercial and Procurement Comments

¹ [Police and crime plan: a safer city for all Londoners | London City Hall](#)

11. The costs associated with the ICCC until it is transferred to the JICC will continue to be funded by the NCA with no permanent revenue cost to policing. If there are any additional costs these will be met by the NCA.
12. Once the Collaboration Agreement come into force on the Commencement Date, the JICC will no longer be hosted by the MPS and the NCA will take on the financial responsibility directly.

Legal Comments

13. This paper seeks MOPAC's approval for NPCC to enter into a Collaboration Agreement with the NCA.
14. The agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from the agreement.
15. Under Schedule 3 Part 1 of the Crime Court Act 2013 the NCA and UK police forces have a duty to co-operate with each other, and for the purpose of discharging these and any other functions the NCA may enter into co-operation arrangements with UK police forces via the NPCC.
16. Paragraph 4.5 of the MOPAC scheme of delegation and consent provides that the Deputy Mayor has delegated authority to approve a collaboration agreement under s22 Police Act 1996 where the approval of MOPAC is required by that Act.
17. The MPS will exercise its functions in accordance with its relevant legal framework to determine and deliver the most appropriate response in a way which serves the overall public interest, so that the public has confidence in the outcome. It is anticipated that the NCA will do the same
18. Each Party will exercise its functions in accordance with its relevant legal framework to determine and deliver the most appropriate response in a way which serves the overall public interest so that the public has confidence in the outcome.

Equality Comments

19. An Equality Impact Assessment has been carry out for the JICC project. There are not considered to be negative equality or diversity implications arising from this process, negating the requirement to present any mitigation under the Equality Act 2010.
20. London Anchor Institutions' Charter – The JICC will continue to contribute (in the same manner than the ICCC did) to delivering the London Anchor Institutions' Charter to support our communities by continuing to provide support to front line officers to respond to international threats and build up international criminality capability within forces.

Privacy Comments

21. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
22. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.

23. A DPIA has been completed for this project. The project will ensure a privacy by design approach, which will allow the MPS to find and fix problems at the early stages of any project, ensuring compliance with GDPR. DPIAs support the accountability principle, as they will ensure the all parties complies with the requirements of GDPR and they demonstrate that appropriate measures have been taken to ensure compliance.
24. On/immediately prior to commencement by the JICC of its operational activities, the NPCC will “transfer” to the NCA the entirety of the data it controls relating to the past, ongoing and future operations and functions of the ICC. Following this transfer, the NPCC will surrender its access to that data, will not retain access to this data, and will cease to become a data Controller or processor in relation to that data. The NCA will become the data controller.
25. NPCC and MPS legal adviser have stated that “ I have no reason to doubt that the above will be how the arrangement will operate. It has been confirmed by Darren Curtis at the MPS that this is the arrangement that has been made.
26. If the arrangements set out above are indeed followed, there is no doubt that control of the data will pass to the NCA, and the MPS will thereafter be ‘only’ a data processor and not a data controller (or a joint controller) within the meaning of the UK GDPR. See for example on the ICO website, “Controllers are the main decision-makers – they exercise overall control over the purposes and means of the processing of personal data. ... Processors act on behalf of, and only on the instructions of, the relevant controller.”
- 27.
28. At the commencement of the JICC the NCA will retain use of the software platform(s) and permissions to enable the NCA to have equivalent access to and use of such data as did the ICC immediately prior to the JICC commencing its operational activities. The handling of this information is ruled by a Data Protection Contract (DPC) between the NCA and the MPS.

23. All parties will comply with any MOPI requirements in relation to documentation generated as a result of activities undertaken under or in accordance with this MOU and the schedules to it.

24. The NCA is not a public authority for the purposes of the Freedom of Information Act 2000 (“FOIA”). The NCA will not disclose any information in response to a FOIA request. Furthermore, information provided by or relating to the NCA is absolutely exempt from disclosure under section 23 FOIA. Any Freedom of Information Act (FOIA) requests made to the NCA relating to activities falling within this Collaboration Agreement or its schedules will fall within the exemption applicable to the NCA.

25. In relation to any FOIA requests made to the NPCC relating to activities falling within this Collaboration Agreement, those will be addressed under the usual FOIA procedures applied by the NPCC. Insofar as a FOIA request made to the NPCC may relate to or include documentation originating from the NCA, the NPCC should consult with the NCA prior to any disclosure.

Real Estate Implications

29. No Implications

Environmental Implications

30. No environmental implication are expected. In any case, all environmental legal

requirements to be met as a minimum. As the Joint International Crime Centre (JICC), is based in London the centre will adhere to the NCA's Environment Policy.

Conflict of Interest

31. Commander Ben Russell confirms that, in undertaking the Senior Sponsor role for this project, there is no conflict of interest on his part arising out of his former work for, or role within, the NCA.

Background/supporting papers

N/A

Report author: Evelyn Garantiva –NPCC Project Manager - 07597678836