

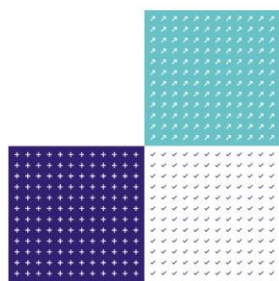
Technical Bulletin – Accreditation Requirements for Police Force Collaborations

February 2020

Governance requirements through Section 22a/23 agreements

With the continued expansion of collaboration arrangements between police forces under a Section 22a or Section 23 agreement to include other scientific activities and the development of potential new arrangements between Police and Fire services, UKAS has revisited the general principles of the agreements in relation to Accreditation requirements. The Section 22a/23 agreements contain information about the overall accredited activities and responsibility on the entity that is going to be accredited as well as the background arrangements between collaborating forces/services (e.g. financial arrangements, disciplinary processes, disputes). While the agreements appear to be multi-purpose it is important that the following are clear and unambiguous with regards to the accredited activities :

- 1) Legal Responsibility – It must be clear that the accredited entity is legally responsible for all the work being delivered under its accreditation irrespective of who is delivering it.
- 2) Liability – It must be clear that the accredited entity is legally liable for any of the work being delivered irrespective of who delivers it. UKAS will look to ensure that the accredited entity has appropriate insurance to cover all collaborative partners work including confirmation from the insurer. UKAS understands that whilst there may be some background arrangements between services for indemnity purposes, UKAS will not need to review the separate force indemnities.
- 3) Direction and Control – It must be clear that the accredited entity has direction and control over resources (e.g. staff, equipment, facilities) to deliver the accredited work. Details (which maybe in a separate document) on specific direction and control need to be formally and demonstrably agreed between the collaborating Services.
- 4) Information and Data – It must be clear that the accredited entity owns and has access and control over the information and data generated from the accredited activities. It is specifically important that they have access to this information/data after any termination of the agreement.
- 5) It needs to be clear that the management system, supporting policies and procedures are owned/controlled by the accredited entity and that all staff undertaking accredited activities work to the content of the management system.
- 6) The accredited entity remains legally responsible for all previously accredited work if the collaboration or accreditation is terminated.



In a number of agreements there is a clause relating to Third Parties which is along the lines of “Except as otherwise provided by the Acts or other statutory enactment, no one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement”. UKAS will need clarification on the last part of this sentence or an amendment to ensure that UKAS and the end users of the accredited activities can rely on the arrangements to be legal and abiding. UKAS believes that this clause means that the arrangement can only be relied upon between the collaborating parties and it has no legal commitment to interested parties outside of the collaboration (e.g. UKAS, Courts, General public); and therefore, this would need clarification / confirmation.

As part of the UKAS assessment, a review of the Section 22a/23 agreements will be undertaken. In the event of any uncertainty in the above points or any other specific clauses, UKAS will ask the applicant/accredited entity to gain formal responses from its legal team. If further clarity is required after this feedback from the forces legal team UKAS may need to take its own legal advice, the costs of which shall be passed on to the force.

Specific consideration over direction and control

It must be noted that the Section 22a/23 agreements are only a small part of demonstrating governance and controls. The accredited entity will need to demonstrate through documented processes and supporting evidence that it has control over all aspects of the delivery of the activities at all the related sites to meet the requirements of the relevant ISO standards (e.g. ISO/IEC 17025 or ISO/IEC 17020). A number of areas where the accredited entity might need to give some specific consideration to include:

- A) Control over staff employed by different forces/bodies, including ensuring appropriate staffing levels
- B) Control/Ownership of all procedures and policies supporting the accreditation. For example, single policy/procedure on impartiality, code of conduct, competence, grievance, complaints, Learning and Development, objectives, retention policies, labelling of exhibits. These should be demonstrably implemented by all staff working within the control of the legal entity, rather than staff following their ‘home’ force policy / procedure.
- C) Ability to gain assurance on compliance of supporting services which are required for accreditation. For example, IT, Procurement, Facility management, storage of exhibits.
- D) Reports/Output of accredited activities to be delivered under the accredited entities name/brand.
- E) Management system control over all records to support the examination/inspection activity.

The above is not an exhaustive list but highlight some potential areas where staff from different forces under the collaboration may be used to following local force policies. Within accreditation all policies/procedures required to meet requirements of accreditation need to be managed/owned and within the management system of the accredited entity.

Due to the variation in ways collaboration agreements within Police Forces can be documented the above provides some guidance on UKAS expectations. Any agreements will be reviewed/discussed as part of the extension or application process.

Should you require any clarification on the subject covered by this bulletin, please contact our Development Enquiries team – DevelopmentEnquiries@ukas.com