



DECISION 8/2010/GB

**OF THE GOVERNING BOARD OF THE EUROPEAN POLICE COLLEGE
CONCERNING THE MEMORANDUM OF UNDERSTANDING**

Between

NATIONAL POLICE IMPROVEMENT AGENCY (NPIA)

and

**EUROPEAN POLICE COLLEGE
(CEPOL)**

Adopted by the Governing Board
by a written procedure
on 13 April 2010

THE GOVERNING BOARD,

Having regard to:

Council Decision 2005/681/JHA of 20 September 2005 establishing a European Police College (hereinafter referred to as “CEPOL”), and in particular Article 4 thereof¹;

The opinion of the Governing Board²

HAS ADOPTED THIS DECISION:

The Memorandum of Understanding between the National Police Improvement Agency (NPIA) and European Police College (CEPOL) as detailed in Annex 1 shall be signed by the Director.

Done at Barcelona, 13 April 2010

For the Governing Board

*Francisco del Barrio
Chair of the Governing Board*

¹ OJ L 256, 1.10.2005 p65

² Written Procedure closing on 14 April 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

NPIA
**(National Policing Improvement Agency – an Executive Agency of
the Home Office, UK Government)**

AND

CEPOL
(European Police College)

**For the Provision of Accommodation and Services at Bramshill
Police College**

**This Memorandum of Understanding is endorsed and supported by the
Home Office, UK Government and the CEPOL Governing Board**



This Memorandum of Understanding between NPIA and CEPOL incorporates three key documents:

- 1. A Service Level Agreement (SLA) for the provision of accommodation and services for CEPOL at Bramshill site**
 - 1.1. The SLA will be reviewed annually by October of each year and any agreed variations incorporated for implementation on the 1st April in the following year.
 - 1.2. The agreed SLA and Fee Schedule (see schedule 3 below) will be circulated to all relevant CEPOL and NPIA staff.

- 2. A Fee Schedule for the provision of accommodation and services agreed by both CEPOL and NPIA on an annual basis.**
 - 2.1. The fees payable by CEPOL are agreed on an annual basis by December of each year for implementation on the 1st April in the following year. Invoicing will take place at the end of each calendar month. All charges are exclusive of VAT

- 3. A breakdown of NPIA Estates and Service Delivery Accommodation and Service costs.**



1. A Service Level Agreement (SLA) between NPIA and CEPOL for the provision of Office and Residential Accommodation and Support Services at Bramshill

Purpose:

- 1.1 The purpose of this Service Level Agreement is to set out the provision of accommodation and services for CEPOL at Bramshill, Hook, Hampshire. This SLA will be reviewed annually by October each year and implemented on the 1st April in the following year under the principles of the Headquarters Agreement and variations incorporated by agreement between both NPIA and CEPOL.

2. Management Interface:

- 2.1 A nominated Senior Member of NPIA staff will be responsible on behalf of the Chief Executive of NPIA for the day to day management of the SLA for CEPOL at Bramshill. Meetings with a nominated CEPOL representative will be held on a regular basis and minutes/actions agreed.

3. Obligations:

In order that CEPOL's requirements are met, NPIA will:

- 3.1 Provide office accommodation for the CEPOL Secretariat at Bramshill in CEPOL house and the first and second floor of Beech Hall.
- 3.2 Provide security passes via the NPIA HR Department for the CEPOL Staff requiring regular access to Bramshill.
- 3.3 Make appropriate arrangements for the provision of residential accommodation for CEPOL Secretariat Staff as available, providing at least one months notice is given to NPIA. CEPOL officers are not required to share accommodation if their contract lasts for more than 6 months. NPIA will provide residential accommodation for up to 15 CEPOL Staff and will aim to provide the same for more CEPOL Staff if possible. CEPOL Staff are required to sign a tenancy agreement in accordance with the NPIA Accommodation Allocation Policy. To meet exigencies on a temporary basis, CEPOL Staff may be accommodated in suitable delegate rooms for a maximum of 3 months (if available) and fees will be charged at the prevailing NPIA accommodation rate.
- 3.4 In line with the NPIA Accommodation Allocation Policy, if shared or family accommodation is required, arrangements will be made offsite by CEPOL; the rental charges will be at the expense of the CEPOL Officer. NPIA will work with CEPOL in the event of new staff arriving to ensure that they can make arrangements for offsite family accommodation. This may include onsite short term provision of family accommodation.
- 3.5 CEPOL will be invoiced by NPIA on a monthly basis. Fees charged will be reviewed annually. All fees are exclusive of UK VAT.



- 3.6 Three (3) designated car parking spaces for Official CEPOL vehicles will be provided adjacent to CEPOL House. CEPOL vehicles will observe the parking restrictions and the traffic management of the Bramshill site.
- 3.7 Ensure that appropriate cleaning and housekeeping services are provided to CEPOL House and Beech Hall and residential accommodation against an agreed schedule and to a satisfactory standard.
- 3.8 Have arrangement in place for handling emergencies (e.g. bomb threats, fire) and rehearse these procedures regularly by prior agreement.
- 3.9 Have business continuity plans in place that take account of the requirements of CEPOL. In the event of extreme emergency the UK Government (Home Office) will ensure that alternative temporary business and residential accommodation will be provided for CEPOL and CEPOL staff.
- 3.10 Whilst CEPOL Secretariat is connected to the NPIA Telephony system, NPIA will be responsible for the continuous supply of Telephony (including fax) and similar technical systems. NPIA will be responsible for the ongoing maintenance of these systems. CEPOL will pay for Telephony services in accordance with the agreed fees for Telephony support.
- 3.11 CEPOL shall make any additional requests for external phone lines in writing to the NPIA who, subject to system capacity, shall carry out the works and recharge the costs of these works together with an additional 5% management charge to CEPOL.
- 3.12 NPIA will be responsible for the external and internal maintenance of the residential accommodation provided and the external surfaces of CEPOL House and Beech Hall. NPIA will also be responsible for the continuous supply of water, gas, electricity and other utilities. CEPOL will be responsible for the internal decoration of CEPOL House and Beech Hall. It is expected that internal decoration of CEPOL House and Beech Hall will be on a rolling programme based on maintenance NPIA requires for other office buildings within the Bramshill estate. CEPOL will use the NPIA approved maintenance contractors and framework contracts. Small works will be charged separately to CEPOL and will not form part of the monthly maintenance charge. Small works charges will be charged by the hour and will be between £37.00 - £48.00 dependent on the work to be undertaken. Any management fees will be included in the hourly rate. The total charge to be agreed by both parties prior to commencement of small works.
- 3.13 The Health and Safety requirements within CEPOL House and Beech Hall are the responsibility of the CEPOL Secretariat and fall under EU Legislation. The CEPOL Secretariat Health and Safety representative will liaise with the Bramshill Health and Safety Officer to help avoid any needless problems or misunderstandings.
- 3.14 Whilst the inviolable space of CEPOL House and Beech Hall is respected the Fire Regulations Certification falls under UK Legislation. CEPOL will ensure that Fire Regulations are in place for the safety of the CEPOL staff and that Fire and Building Regulations are met.



- 3.15 NPIA will provide CEPOL with an appropriate location near CEPOL House for a display of EU Member States' flags in accordance with the decision of the planning authority. CEPOL have the right to fly their flag and the EU flag from CEPOL House. Construction and maintenance costs of flag displays and flag poles will be met by CEPOL.
- 3.16 NPIA will ensure that international television channels can be accessed from CEPOL House and CEPOL dedicated residential accommodation as upgraded throughout the estate

In Order that NPIA can meet it's obligations under this SLA, CEPOL will:

- 3.17 Inform NPIA in advance of any planned training courses requiring training rooms and delegate accommodation at Bramshill. CEPOL's requirements will be sought alongside other business delivery units as part of the annual business planning process. NPIA will not charge CEPOL a fee for the use of training and meeting rooms (where available) to deliver UK hosted CEPOL Secretariat Meetings or Programmes. The exact number of these events will be agreed annually, and additional room bookings will then be charged for in line with the prevailing rate.
- 3.18 Ensure that all new CEPOL Staff, National Seconded Experts, Contractors or other relevant persons are appropriately security cleared and confirm with NPIA that such clearances are, and remain, in place, providing documentation as required.
- 3.19 Require CEPOL staff to respond positively to adjusted security arrangements due to a change in the State of Alert or specific security requirement in order to avoid compromising the safety of all personnel or property on the Bramshill site.
- 3.20 Ensure that NPIA Reception is advised of all CEPOL visitors to Bramshill to facilitate access through the front and rear entrances. It is not necessary for CEPOL visitors to report to Bramshill Reception but it is essential however, that CEPOL maintain a daily log of CEPOL Staff and visitors on site.
- 3.21 Expect CEPOL Staff or visitors to take note of and recognise the relevant NPIA policies that impact upon the use of Bramshill site. CEPOL will be given copies of appropriate policies.



2. A Fee Schedule for the provision of Office and Residential Accommodation and Services at Bramshill

Fee Schedule 1st April 2010 – 31st March 2011

CEPOL will be invoiced by NPIA at the end of each calendar month for all fees in relation to the provision of office accommodation and support services. Fees will be negotiated for the forthcoming year by the preceding October.

Whereas the fee charges have been previously calculated on a flat rate, both NPIA and CEPOL agree to bring the charges in line with the prevailing rate for non-NPIA business units residing on the NPIA estate.

**CEPOL House
(780 sq. metres)**

**Beech Hall
(175 sq. metres)**

Item	Fees
Basic Site Charge	£106,415.65 Broken down as: Beech Hall - £19,500.25 CEPOL House - £86,915.40
Basic Site Charge for 2010-2011	£106,415.65
Telephones	£250 per line per annum
Technology Support	£20 per hour
Visitors and CEPOL Delegates <ul style="list-style-type: none"> • Bed and Breakfast • Lunch • Evening Meal 	<ul style="list-style-type: none"> • £54.00 • £3.00 • £3.00 • £60.00(total which includes VAT)

Note to Accommodation fees:

- Basic Site Charge – The rate shall be based on a service charge of £111.43 per sq. metre per annum during financial year 2010-2011 to cover floor area occupied and running costs including utilities, rates, cleaning, site security, maintenance and management. This is in line with the standard SLA between NPIA and external business units.
- Telephones – Calculated on the number of lines in use for the year. CEPOL currently have 64 telephone lines.
- Technology Support – Relates to support from Technology Second Line Support as required and any other Telephony support as required.
- CEPOL corporate meals and refreshment requests will be arranged as required and paid direct to the catering provider. CEPOL staff will pay for meals taken in the Nuffield Hall at the NPIA staff rate.



Residential Accommodation Fees.

Accommodation	Bedsit	1 Bedroom flat	2 bedroom flat	2 bedroom house
Rent	£350 pcm	£435 pcm	£532 pcm	£623 pcm
Utilities	£37 pcm	£37 pcm	£37 pcm	37 pcm
Cleaning (including laundry)	£41 pcm	£41 pcm	£41 pcm	£ 41 pcm
Telephone	£30 pcm	£30 pcm	£30 pcm	£30pcm
Television Licence	£12 pcm	£12 pcm	£12 pcm	£12 pcm

Notes to Residential Accommodation Fees:

- Residential fees are invoiced to individual CEPOL officers on a monthly basis.
- Council tax and other charges will be the responsibility of the tenant.



3. A Breakdown of NPIA Estates and Service Delivery Service Charges

Vatable Costs:		£ Sq m
Housekeeping, Cleaning and General Waste (labour only)		30.98
Shared Services Management Fee		5.12
Fixed Provisions, Consumables and other FM services including cleaning materials, uniforms, sanitary, first aid equipment, pest control, water dispensers, specialist cleans and dust mats, window cleaning		9.48
Gas		4.9
Electricity		7.22
Fixed Grounds Maintenance		1.78
Variable Grounds Maintenance		1.05
Fixed Planned Preventative Maintenance		16.92
Variable Maintenance Work		9.29
Other Costs including environment agency, fire alarms, front desk stationary		1.03
Environment Agency	0.26	
Fire Alarms	0.18	
Front Desk Stationary	0.59	
NPIA Fees for management and NPIA provided services		22.29
Reception/front of house/passes	3.61	
Soft Services, Shared Services	8.58	
Hard Services (Maintenance & Energy Management)	10.10	
Net Cost per sq. m		110.06
Non Vatable Costs:		
Water		1.37
Total Net Cost per sq. meter		111.43
Beech Hall equates to 175 sq. metre		19,500.25
CEPOL House equates to 780 sq. metre		86,915.40
Total Cost		106,415.65

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date first above written.

Signed for NPIA: -

Signed for CEPOL:-

Name: -----

Name: -----

Position: -----

Position: -----

Date: -----

Date: -----

