



Home Office



MEMORANDUM OF UNDERSTANDING **(MoU)**

BETWEEN
THE HOME OFFICE
AND
THE DEPARTMENT FOR ENERGY SECURITY AND NET ZERO
AND
THE MINISTRY OF DEFENCE
AND
THE DEPARTMENT FOR TRANSPORT
AND
SCOTTISH GOVERNMENT
AND
WELSH GOVERNMENT

**In Respect of the Responsibilities Relating to the Police Covenant
Report**

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1. PARTICIPANTS TO THE MOU

- 1.1 THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** hereafter referred to as the “Home Office” throughout this document.
- 1.2 THE SECRETARY OF STATE FOR DEFENCE** hereafter referred to as “MoD” throughout this document.
- 1.3 THE SECRETARY OF STATE FOR ENERGY SECURITY AND NET ZERO** hereafter referred to as “Department for Energy Security and Net Zero” throughout this document.
- 1.4 THE SECRETARY OF STATE FOR TRANSPORT** hereafter referred to as “DfT” throughout this document.
- 1.5 THE CABINET SECRETARY FOR JUSTICE AND VETERANS, SCOTTISH GOVERNMENT** hereafter referred to as “SG” throughout this document
- 1.6 WELSH GOVERNMENT**, hereafter referred to as the “WG” throughout the document
- 1.7** Collectively the Home Office, the MoD, Department for Energy Security and Net Zero, DfT, SG and WG referred to as “Participants” and individually are referred to as a “Participant”.

2. INTRODUCTION AND PURPOSE OF MOU

- 2.1** Section 1 of the Police, Crime, Sentencing and Courts Act (“**2022 Act**”) requires the preparation of a Police Covenant Report¹ and for that report to be laid before Parliament in each financial year. This MoU provides a set of high-level administrative arrangements to facilitate the preparation of the Police Covenant Report.
- 2.2** The Police Covenant Report is a report about certain matters as they relate to “members and former members of the police workforce”. The list of individuals who are included within the term “members of the police workforce”² is set out at s.1(9) of the 2022 Act. Individuals covered by the term (and therefore are the subject of the Report), include officers in forces that are not associated with the 43 territorial police forces, as defined by the Police Act, 1996 (Schedule 1 and the Metropolitan Police and the City of London Police). This includes the National Crime Agency (NCA) and forces overseen by other government departments.
- 2.3** This MoU will address how each of the participants will work together to prepare a Police Covenant Report that covers all the individuals listed at s.1(9) of the 2022 Act. This MoU will cover the responsibilities of each participant.
- 2.4** This MoU is not intended to be legally binding but rather sets out the framework for the preparation of the Police Covenant Report where its content refers to the non-Home Office forces.

¹ s.1 2022 Act sets out the matters which are included in the Police Covenant Report and other considerations and conditions for the preparation of the Report.

² s.1(2) 2022 Act

3. FORMALITIES

3.1 This MoU will come into effect on **29th March 2023**.

4. INFORMATION FOR THE POLICE COVENANT ANNUAL REPORT

4.1 The Police Covenant Report covers all individuals listed at s.1(9) of the 2022 Act. This includes the forces that come under the Home Office and those that come under other government departments. It is therefore important that the Home Office works closely with other Government departments in the preparation of the Police Covenant Report.

4.2 The **Home Office** will therefore seek formal contributions for inclusion in the report from the other participants no later than 6 months in advance of the planned publication of the report. **Department for Energy Security and Net Zero, MoD and DfT** will prepare, and provide to the Home Office, draft materials for inclusion in the report. **SG** and **WG** will work with **Department for Energy Security and Net Zero, MoD and DfT** to contribute as appropriate to the draft materials being provided for the report.

4.3 **SG** and **WG** will work with the **Home Office** to contribute as appropriate to the materials the **Home Office** is producing for the report.

4.4 The Participants will ensure that the views of any other government departments, devolved administrations or anyone else deemed appropriate have been sought in relation to the matters to be covered by the report as required by s.1(4) of the 2022 Act. Those views will be included in draft materials for inclusion in the report, and in the final report, as required by s.1(5) and (6) of the 2022 Act.

4.5 All materials for inclusion in the report must be submitted to the Home Office by the end of November in the calendar year prior to the planned publication of the report in order to be included in the report.

4.6 Any materials received after this point will not be included unless prior agreement has been sought from the Home Office. Late materials can be considered for the following year's report.

4.7 The **Home Office** will share with the other participants the final draft of the report in advance of the final review by the Police Covenant Oversight Board and clearance by the Home Secretary. The final draft of the Police Covenant Report will be agreed by the Police Covenant Oversight Board at the first suitable meeting after the drafting is complete. It is anticipated that this be at the first meeting in each calendar year (usually in January).

5. FREEDOM OF INFORMATION ACT (FoIA) REQUESTS

- 5.1** The Participants will demonstrate a commitment to openness and transparency regarding data sharing activities relating to this MoU. In the event that a request under the Freedom of Information Act 2000 (FoIA) is received relating to data sharing activities under this MoU; the receiving Participant agrees to consult with the other Participant(s) in line with the Code of Practice made under section 45 of the FoIA.
- 5.2** An FoIA request will be handled by the relevant sponsoring department/body. Any overarching requests will be handled by the Home Office in consultation with the relevant departments.
- 5.3** Each Participant agrees to:
- consult the other Participant(s) before deciding whether or not to disclose any information obtained from that Participant(s)
 - allow the other Participant(s) a period of at least 5 working days to respond to that consultation
 - consider any arguments from the other Participant(s) as to why the information should not be disclosed, and where possible reach agreement before any disclosure is made.

6. MONITORING AND REVIEWING ARRANGEMENTS


- 6.1** The MoU will be reviewed annually. The review process will focus on confirming whether:
- The MoU includes the correct contact details for key personnel
 - The MoU remains necessary and fit for purpose
 - The existing arrangements can be extended, restricted or otherwise amended as appropriate.
- 6.2** Any changes needed in the interim may be approved in writing by all the Participants and appended to this document for inclusion at the following review. Reviews outside of the approved schedule can be called by representatives of any Participant. A record of the review will be created and retained by each Participant.
- 6.3** The Participants each reserve the right to carry out a review of compliance with the terms of this MoU and agree to co-operate fully with any such review as may be carried out by the other Participant.

7. COSTS


- 7.1** The Participants will pay their own costs and provide adequate resources to perform their activities under this MoU.

8. SIGNATORIES


8.1 Signed on behalf of the Home Office: I accept the terms of the Memorandum of Understanding on behalf of the Home Office.

Signature:	
Name:	Rachel Watson
Position:	Policing Director
Date:	29/03/2023


8.2 Signed on behalf of Ministry of Defence: I accept the terms of the Memorandum of Understanding on behalf of MoD

Signature:	
Name:	Melanie Dales
Position:	T/Chief Constable
Date:	14/03/2023


8.3 Signed on behalf of Department for Transport: I accept the terms of the Memorandum of Understanding on behalf of DfT

Signature:	
Name:	Oliver Mulvey
Position:	Deputy Director, Rail Strategy
Date:	03/03/2023


8.4 Signed on behalf of Department for Energy Security and Net Zero: I accept the terms of the Memorandum of Understanding on behalf of Department for Energy Security and Net Zero

Signature:	
Name:	Zilla Howell
Position:	Deputy Director Civil Nuclear Security
Date:	09/03/2023

8.5 Signed on behalf of Scottish Government: I accept the terms of the Memorandum of Understanding on behalf of SG

Signature:	
Name:	John Somers
Position:	Deputy Director, Scottish Government, Safer Communities Directorate, Police Division
Date:	15/03/2023

8.6 Signed on behalf of The Welsh Government: I accept the terms of the Memorandum of Understanding on behalf of WG

9. Signature:	
Name:	Karin Phillips
Position:	Deputy Director Community Safety
Date:	22/02/2023

ANNEX A - DOCUMENT CONTROL

Document Control Personnel

Key Personnel	Name and Position	Organisation (Team)
Author	Iain Barton	Home Office

Version and review history

Version/Review	Date	Summary of changes	Changes Marked