

**Memorandum of Understanding  
between  
Scottish Police Authority Forensic Services  
and  
The Police Investigations and Review Commissioner  
Effective from 1 July 2015**

**FORENSIC SERVICES**

SCOTTISH POLICE  
AUTHORITY

**pirc**

Police Investigations &  
Review Commissioner

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<b>Author</b>	James Orr
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## **Abbreviations**

The following abbreviations are used in this document:

<b>Abbreviation</b>	<b>Explanation</b>
MOU	Memorandum of Understanding
SPA	Scottish Police Authority
SPA FS	Scottish Police Authority Forensic Services
PIRC	The Police Investigations and Review Commissioner
NFSG	National Forensic Science Gateway
COPFS	Crown Office and Procurator Fiscals Office
UKAS	United Kingdom Accreditation Service

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# 1 Introduction

## 1.1 Parties to this agreement

1.1.1 This Memorandum of Understanding is entered into by:

- the Director of Forensic Services, Scottish Police Authority (SPA FS) acting on behalf of his organisation as the **Service Provider**; and
- the Police Investigations and Review Commissioner (PIRC) acting on behalf of her organisation as the **Client**.

1.1.2 In its role as the Service Provider, SPA FS recognises its obligation to provide the forensic science services set out in this MOU to the Client.

1.1.3 In its role as the Client, PIRC agrees to obtain the majority of its forensic science services for Scotland, as set out in this MOU, from SPA FS over the period of this agreement. The Client will use SPA FS as its preferred provider of forensic science services, as set out in this MOU, in the Scotland region.

## 1.2 Background to this agreement

1.2.1 This memorandum takes into account the requirement of SPA FS to provide PIRC with a Forensic Science service as detailed in the Police and Fire Reform (Scotland) Act 2012.

1.2.2 To this end, SPA FS is committed to providing a high quality, competitive, responsive and valued service to the Client, a service which is best supported by joint strategic planning on issues such as demand, capacity and resources to assist the Commissioner in those prescribed categories of investigation where the PIRC may have an investigatory role.

1.2.3 SPA FS also acknowledges that, as an appropriate authority under Section 41 of the Police, Public Order and Criminal Justice (Scotland) Act 2006, the Commissioner may examine the manner in which SPA has dealt with a complaint about a member of SPA staff, including staff involved in the provision of forensic services.

## 1.3 Purpose & Scope

1.3.1 The purpose of this MOU is to define the strategic intent, levels of service and mutual responsibilities between SPA FS and PIRC. This MOU covers the following areas:

- a) **Service Delivery** – the request for products and services by PIRC (including the submission of casework productions) and the provision of products and services by SPA FS.
- b) **MOU Monitoring and Reporting** - the structures and processes to be used to monitor and report on this MOU.

1.3.2 The remainder of this MOU document is structured to reflect these focus areas.


#### 1.4 Effective Date

This MOU will become effective on the date that it is agreed and signed by both the Police Investigation Review Commissioner and the Chief Executive, SPA.

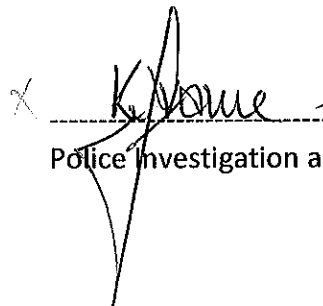
#### 1.5 Termination

This MOU can only be terminated upon agreement by both the Police Investigation and Review Commissioner and the Chief Executive, SPA.

#### 1.6 Signatures

  
-----  
Chief Executive, Scottish Police Authority

16/07/15  
-----  
Date

x   
-----  
Police Investigation and Review Commissioner

x 13.8.15  
-----  
Date

## 2 Service Delivery

### 2.1 Making a request for forensic casework

PIRC requests for forensic casework should follow the agreement as already laid down in the 'MOU Provision of Forensic Services in Scotland' (Appendix A) signed by SPA FS, Police Scotland and the Crown Office and Procurator Fiscals Service (COPFS). All requests should be received on the SPA Forensic Submission Form – PIRC Version (Appendix D). Routine PIRC requests should be received as per the current submission process and after liaison with the relevant SPA Forensic Services Team Manager. All non-routine requests or cases deemed by PIRC to be of a more urgent or sensitive nature should be directed for the attention of the SPA FS Business and Performance Relationship Manager who will act as the single point of contact for this category of PIRC case entering SPA FS. The SPA FS Business and Performance Relationship Manager will then act as the conduit to agree timelines and routing within SPA Forensic Services. In the absence of the

SPA FS Business and Performance Relationship Manager a designated Operations Manager will deputise.

## **2.2 Approval and Prioritisation of cases**

Prioritisation of case will be agreed between the PIRC investigating officer and the single point of contact and be cognisant of the result required by date.

## **2.3 Submission of Casework Productions to SPA FS**

The agreed submission form should be e-mailed to the relevant SPA FS point of contact as laid down in 2.1 with the relevant Productions being delivered to the nearest SPA FS Laboratory.

## **2.4 Reporting results**

SPA FS will report the results of the forensic examination in accordance with the pre-agreed requirements of the PIRC investigating officer. All results will be sent to the following address [forensicgateway@pirc.gsi.gov.uk](mailto:forensicgateway@pirc.gsi.gov.uk)

## **2.5 Collection of Casework Productions from SPA FS**

SPA FS will inform PIRC of the requirement to uplift productions within 7 calendar days for 95% of cases after the final report has been completed and productions are to be uplifted by PIRC within 7 calendar days from this notification.

## **2.6 Health & Safety**

In order to ensure compliance with United Kingdom Accreditation Services (UKAS) requirements around SPA FS continued accreditation to the quality standard BS:EN:ISO:IEC 17025 there is a requirement for all productions to be packaged in a manner that is cognisant with Health and Safety Guidelines and the document 'Packaging of Productions for Forensic Examination' (Appendix B). All hazardous materials should be marked accordingly otherwise SPA FS reserves the right to reject these at point of submission.

## **2.7 Premises**

SPA FS currently have four Laboratories in Scotland. These Laboratories are located in Glasgow, Edinburgh, Dundee and Aberdeen and allow SPA FS to provide a range of forensic services across their estate. SPA FS reserves the right to move work internally as they see fit in order to maximise efficiency in terms of service delivery.

### **3 Commercial Arrangements**

#### **3.1 Charges & Invoicing**

As was detailed in 1.2.1 *“This memorandum takes into account the requirement of SPA FS to provide PIRC with a Forensic Science service as detailed in the Police and Fire Reform (Scotland) Act 2012”*

This requirement enshrined in the Act ensures that SPA FS will not charge or invoice PIRC for any of the services that they provide.

#### **3.2 Conflicts of Interest**

If a conflict of interest was to become apparent to either of the agencies involved in this MOU this should be communicated to the other agency as soon as is practicable. If this conflict of interest was such that SPA FS was unable to provide PIRC with the relevant forensic science service then the PIRC should seek an alternative forensic science service provider.

#### **3.3 SPA Forensic Services Suite of Services**

In cases where PIRC requires access to areas of forensic examination techniques and disciplines that are not currently provided by SPA Forensic Services in their Suite of Services (Appendix C) then it would be acceptable for PIRC to engage with another Forensic Service Provider to access this service.

#### **3.4 Resolving Disputes**

SPA FS and PIRC should commit to work together to create an environment of mutual trust and respect which should minimise the risk of disputes. Should a dispute arise then both parties should endeavour to reach an amicable solution through discussion between the SPA FS Business and Performance Relationship Manager and the relevant senior manager(s) within PIRC.

#### **3.5 Non-Performance**

Any issues re perceived non-performance from either party to this MOU should be addressed, initially, as is detailed in 3.4 Resolving Disputes. Failure to reach an amicable solution would result in a requirement to follow the escalation procedure 3.6

#### **3.6 Escalation Procedure**

The Director of Forensic Services and the PIRC Director of Investigations will escalate any issues that cannot be resolved through sections 3.2 and 3.4 of this MOU through the Chair of the SPA and the PIRC Commissioner. The decisions of these senior managers will be final.

#### **4 Reviewing the Memorandum of Understanding**

Both organisations agree that this MOU will be reviewed every three years to ensure it is still fit for purpose, that organisations are working as agreed and that it reflects any changes that have occurred in as a result of the review of the 'MOU Provision of Forensic Services in Scotland' (Appendix A).

Consideration should be given on whether or not this MOU needs to be changed to reflect changing circumstances. Either organisation can request a review during that period.

#### **APPENDIX 'A'**

#### **MOU – PROVISION OF FORENSIC SERVICES IN SCOTLAND**

Provision of Forensic  
Services in Scotland -

#### **APPENDIX 'B'**

#### **PACKAGING OF PRODUCTIONS FOR FORENSIC EXAMINATION**

Forensic Services  
Packaging of Test Ite



## FORENSIC SERVICES BIOLOGY – SERVICE CATALOGUE

Service
Biologist Scene Attendance
Blood Pattern Analysis and Interpretation
Damage Analysis and Interpretation
Blood – Identification and Recovery
Saliva – identification and Recovery
Semen – Identification and Recovery
Cellular Material Recovery
Preferential Extraction (split of semen and cellular material)
Fibres Recovery
Fibres Analysis (Aberdeen Only)
Hair Recovery
Hair Analysis (Aberdeen Only)
Urine and Faecal Analysis
DNA Analysis (Crime stain and Reference)
DNA Interpretation (Crime stain and Reference)
Sexual Offence Interpretation
Volume Crime DNA Analysis and comparison against SDNAD and NDNAD (Dundee Only)
Criminal Justice DNA Analysis and load to the SDNAD and NDNAD (Dundee Only)
Human / Animal Species Testing

## FORENSIC SERVICES PHYSICAL SCIENCES – SERVICE CATALOGUE

Service
Fingerprint Comparison
Fingerprint Cadaver Identification
Custody Fingerprint Analysis and comparison against the IDENT1 database
Custody Fingerprint Analysis and load to the IDENT1 database
General Chemistry Scene Examination
Mark Enhancement Scene Examination
Fire Scene Examination
Footwear Examination at Scene
Footwear Comparison
Footwear Intelligence
Trace Evidence (Paint & Glass)
Tool Mark Comparison
Fire Debris Analysis
Physical Fits
Tyre Examination
Firearms Discharge Residue
ESDA (documents)
Handwriting Comparison
Light Bulb Examination
Mark Enhancement and DNA Recovery
Firearms Analysis, Examination and Identification
Firearms DNA Recovery
Firearms Scene Examination and Custody Call Outs
NaBIS
IBIS Trax
Toxicology Analysis of Samples for Alcohol, Drugs
Toxicology – Back Calculation of Alcohol Content

Drugs Analysis
Determination of the Purity of Drugs
Street Level Purity Determination of Drugs
Drugs Testing to Support Test Purchase Operations

## FORENSIC SERVICES SCENE EXAMINATION – SERVICE CATALOGUE

Note – The exact detail of which Scene Examination Services is dependent on the relevant Crime Group. There are a larger suite of services available to Group 1 & 2 Crimes but all of the services are called from the following;

Service
Scene Preservation Methods: Screens and Tenting
Scene Area Auxiliary Lighting
Locus Photography
Entirety Photography
Mark / Scale Photography
Video Recording
Pano / Spherical Imaging
Plan Drawing
Facial Imaging - Composite Prep
Forensic Strategy Support
Latent Fingerprint Examination with Powder Application
On-site Chemical Development of Latent Larks
Hair / Fibre Recovery
Paint / Glass Sampling
Tool Mark Recording / Casting

<b>Service</b>
Footwear Impression Recording / Lifting / Casting
Recovery of Tangible DNA Sources - Blood / Saliva etc
Speculative DNA Recovery - Mini Tapes of Handled Items / Surfaces
Forensic Body Recovery
Entomology Sample Recovery
Palynology Sample Recovery
Blood Visualisation Techniques (Luminol etc.)
Basic Blood Pattern Recognition
Post Mortem Photography
Post Mortem Evidence Recovery
Bomb Scene Examination
CBRN Evidence Recovery
White Powder Evidence Response
DVI Support
Injury Photography
Mark / Scale Photography
CCTV - Court Formatting and Preparation TBC
CCTV - Court Formatting and Preparation TBC
Airwave Radio Alarm Deployment TBC
Images for Pathology Use (Post Mortem Photos and Locus Photos)- Sudden Death, Fatal RTC
Scottish Multimedia Unit (Specialist Work Commissioned as Required)
Preparation of Photo Albums for Court Purposes

SPA FORENSIC SUBMISSION FORM - PIRC VERSION



SPA Forensic  
Submission For...

