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S.22A Collaboration Agreement – in relation to the NPCC Digital Public Contact Programme ('Single Online Home' Platform)

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**BETWEEN THE FOLLOWING CHIEF OFFICERS**

- (1) The Chief Constable of Avon and Somerset Constabulary
- (2) The Chief Constable of Bedfordshire Police
- (3) The Chief Constable of Cambridgeshire Constabulary
- (4) The Commissioner of Police of the City of London
- (5) The Chief Constable of Cheshire Constabulary
- (6) The Chief Constable of Cleveland Constabulary
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Derbyshire Constabulary
- (9) The Chief Constable of Devon & Cornwall Police
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary
- (22) The Chief Constable of Leicestershire Police
- (23) The Chief Constable of Lincolnshire Police
- (24) The Chief Constable of Merseyside Police
- (25) The Commissioner of Police of the Metropolis
- (26) The Chief Constable of Norfolk Constabulary
- (27) The Chief Constable of North Wales Police
- (28) The Chief Constable of North Yorkshire Police
- (29) The Chief Constable of Northamptonshire Police
- (30) The Chief Constable of Northumbria Police

- (31) The Chief Constable of Nottinghamshire Police
- (32) The Chief Constable of South Wales Police
- (33) The Chief Constable of South Yorkshire Police
- (34) The Chief Constable of Staffordshire Police
- (35) The Chief Constable of Suffolk Constabulary
- (36) The Chief Constable of Surrey Police
- (37) The Chief Constable of Sussex Police
- (38) The Chief Constable of Thames Valley Police
- (39) The Chief Constable of Warwickshire Police
- (40) The Chief Constable of West Mercia Police
- (41) The Chief Constable of West Midlands Police
- (42) The Chief Constable of West Yorkshire Police
- (43) The Chief Constable of Wiltshire Police

**BETWEEN THE FOLLOWING POLICE AND CRIME COMMISSIONERS**

- (44) The Police and Crime Commissioner for Avon and Somerset
- (45) The Police and Crime Commissioner for Bedfordshire
- (46) The Police and Crime Commissioner for Cambridgeshire
- (47) The Common Council of the City of London
- (48) The Police and Crime Commissioner for Cheshire
- (49) The Police and Crime Commissioner for Cleveland
- (50) The Police and Crime Commissioner for Cumbria
- (51) The Police and Crime Commissioner for Derbyshire
- (52) The Police and Crime Commissioner for Devon & Cornwall
- (53) The Police and Crime Commissioner for Dorset
- (54) The Police and Crime Commissioner for Durham
- (55) The Police and Crime Commissioner for Dyfed-Powys Police
- (56) The Police Fire and Crime Commissioner for Essex
- (57) The Police and Crime Commissioner for Gloucestershire
- (58) Greater Manchester Combined Authority
- (59) The Police and Crime Commissioner for Gwent
- (60) The Police and Crime Commissioner for Hampshire
- (61) The Police and Crime Commissioner for Hertfordshire

- (62) The Police and Crime Commissioner for Humberside
- (63) The Police and Crime Commissioner for Kent
- (64) The Police and Crime Commissioner for Lancashire
- (65) The Police and Crime Commissioner for Leicestershire
- (66) The Police and Crime Commissioner for Lincolnshire
- (67) The Police and Crime Commissioner for Merseyside
- (68) The Mayor's Office for Policing and Crime
- (69) The Police and Crime Commissioner for Norfolk
- (70) The Police and Crime Commissioner for North Wales
- (71) The Police Fire and Crime Commissioner for North Yorkshire
- (72) The Police Fire and Crime Commissioner for Northamptonshire
- (73) The Police and Crime Commissioner for Northumbria
- (74) The Police and Crime Commissioner for Nottinghamshire
- (75) The Police and Crime Commissioner for South Wales
- (76) The Police and Crime Commissioner for South Yorkshire
- (77) The Police Fire and Crime Commissioner for Staffordshire
- (78) The Police and Crime Commissioner for Suffolk
- (79) The Police and Crime Commissioner for Surrey
- (80) The Police and Crime Commissioner for Sussex
- (81) The Police and Crime Commissioner for Thames Valley
- (82) The Police and Crime Commissioner for Warwickshire
- (83) The Police and Crime Commissioner for West Mercia
- (84) The Police and Crime Commissioner for West Midlands
- (85) The Police and Crime Commissioner for West Yorkshire
- (86) The Police and Crime Commissioner for Wiltshire

**BETWEEN THE FOLLOWING OTHER PARTIES**

- (87) British Transport Police
- (88) National Crime Agency
- (89) Civil Nuclear Constabulary

**1. BACKGROUND**

- 1.1 UK Policing is transforming the way it delivers services. The ambition is to use digital channels to make the experience of contacting the police as helpful, personal and reassuring as approaching an officer in the street.

- 1.2 UK Policing's ambition is to build and run world-class public services for the digital age, working in small, agile teams of developers, designers and content specialists on behalf of all 43 UK Police Forces. Users will come first and everything the police do will meet their needs, informing, reassuring and empowering the public.
- 1.3 A key part of the ambition set out in paragraph 1.2 above is the roll-out of the Platform. The Platform will offer the public a consistent way of engaging with their local Police Force and accessing police services and information online wherever they are in the country.
- 1.4 The Platform is customer-focused and represents a transformation in provision across first contact, service delivery, recovery and ongoing relationship management. A digitally-enabled police service will transform the relationship with the public by offering true channel choice.
- 1.5 This Platform will fundamentally change the way in which the public engage with and contact policing, ensuring that digital web services become as recognised and significant as the 999/101 systems primarily used at the date of this Agreement.
- 1.6 The Host Force has entered into the G-Cloud Contract with the G-Cloud Supplier in relation to the establishment of the Platform.
- 1.7 The Parties have agreed to collaborate with each other in relation to the establishment, running and on-boarding of the Platform which seeks to modernise the way that the police engages with the public and how the police delivers its core services which shall be provided in accordance with, and for the Term of, this Agreement.
- 1.8 The Parties to this Agreement recognise that they collaborate together not just for themselves, but also for the benefit of other Chief Officers and Chief Constables who are not a party to this Agreement including in Scotland and in Northern Ireland and that the Chief Officers in Scotland and Northern Ireland shall be entitled to access, and are entitled to engage with, the NCLST for support in relation to the Platform, but any update by Scotland or Northern Ireland shall fall outside of the terms of this Agreement. It is the intention that if the Chief Officers of Scotland and Northern Ireland on-board onto the Platform, ongoing revenue costs and liabilities shall be shared on the same or equivalent basis as under the terms of this Agreement, albeit by way of a separate agreement.
- 1.9 This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables Chief Officers of the police and local policing bodies as defined in that Act and other parties to make an agreement about the discharge of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other Police Force areas.
- 1.10 In entering into this Agreement the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under section 23F of the Police Act 1996 to provide guidance about collaboration agreements and related matters.
- 1.11 www.Police.uk and data.police.uk currently exist as national sites, which are together known as "police.uk" and are funded by a central Home Office process. The Platform will eventually replace the police.uk function (although the two will co-exist for a period of time) and the police.uk function will be paid for via this Agreement by the Parties as further set out in clause 18.
- 1.12 The Platform operates as a collaboration between forces, who will each join the Platform as stakeholders and not customers. Each Participating Police Force shall have the ability to participate in this Agreement through the Governance Boards. Subject to the remaining provisions of this Agreement, the MPS, who developed the Platform, for as long as they remain the host force will retain a 50% share of all decision making related to the Platform at any Governance Board covering its strategy, design or operation and the other 50% share of the decision being the national representation at the relevant Governance Boards as further described in this Agreement

## 2. **DEFINITIONS**

In this Agreement the following expressions shall have the following meanings unless inconsistent with the context:

| Definition  | Interpretation   |
|---|--|
| <b>“Access to Information Legislation”</b>        | Means the Freedom of Information Act 2000 and/or any other applicable statutory public access to information regime, including the Environmental Information Regulations 2004 and the inspection of account rules, as may be replaced, supplemented or varied from time to time; |
| <b>“Additional Platform Contract”</b>             | Has the meaning given to it in clause 7.6;   |
| <b>“Agreement”</b>                                | The terms of this agreement between the Parties and including each of the Schedules to this Agreement;   |
| <b>“Agreement Personal Data”</b>                  | Personal Data which is to be Processed on and/or through the Platform under this Agreement, as more particularly described in Schedule 8;  |
| <b>“Annual Amount”</b>                            | The annual amount payable as calculated under clause 17.4 and notified by the NCLST to the Participating Police Forces on an annual basis in accordance with clause 17;  |
| <b>“Annual Development Cost”</b>                  | The annual development budget of £450,000 per annum (which shall be varied in accordance with clause 17.8);  |
| <b>“APCC”</b>                                     | The Association of Police and Crime Commissioners;   |
| <b>“Assets”</b>                                   | All of those tangible and non-tangible assets (including property) which are required for the purposes of this Agreement and/or the Programme;   |
| <b>“Background IPRs”</b>                          | Shall mean Intellectual Property in the ownership and control of an owning party at the Effective Date;  |
| <b>“Business Day”</b>                             | A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;  |
| <b>“Chief Officer”</b>                            | A chief officer of police as defined under section 101 Police Act 1996 (as amended) which shall include the Commissioner of Police of the Metropolis and the equivalent of a chief officer in relation to a Non-Home Office Force;   |
| <b>“CDS Background IP”</b>                        | Has the meaning given to it in the G Cloud Contract;   |
| <b>“Commencement Date”</b>                        | 11 <sup>th</sup> December 2018;  |
| <b>“Commissioner of Police of the Metropolis”</b> | The police officer appointed to the role of The Commissioner of the Metropolitan Police Service from time to time;   |
| <b>“Compensation on Termination”</b>              | Has the meaning given in clause 22.6 (Termination of Agreement);   |
| <b>“Consensus Vote”</b>                           | has the meaning given to it in paragraph 11.4 of Schedule 1;   |



| Definition                                | Interpretation  |
|---|---|
| "Data"                                    | Any information including Personal Data processed under this Agreement;   |
| "Data Protection Laws"                    | <p>any laws in force in the United Kingdom from time to time that relate to data protection, the processing of Personal Data and privacy, including:</p> <ul style="list-style-type: none"> <li>(a) the Data Protection Act 2018;</li> <li>(b) the GDPR; and</li> <li>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> </ul> <p>and references to "Controller", "Data Subjects", "Personal Data", "Process", "Processed", "Processing", "Processor" and "Supervisory Authority" have the meanings set out in, and will be interpreted in accordance with, such laws;</p> |
| "Data Processing Schedules"               | The Data Processing Schedules as set out in the Annexes to Schedule 8;  |
| "Data Security Incident"                  | Means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed;   |
| "Default"                                 | Has the meaning given in clause 28.10(Liabilities)  |
| "Defaulting Party"                        | Has the meaning given in clause 28.10 (Liabilities)   |
| "Digital Policing Board"                  | The overarching board which the DPC Programme Board reports to;   |
| "Direction and Control"                   | The arrangements established for the day to day operational management of police officers and police staff and the control which is exercised over police officers and staff by the Chief Officer of the Police Force by which they are appointed (as prescribed by ss 9A & 10 Police Act 1996 (as amended));   |
| "Director of National Single Online Home" | The person appointed to the role of the director of national single online home, as shown in the diagram in Schedule 1;   |
| "DPC Programme Board"                     | The board described in Part 3 of Schedule 1 which shall be replaced with the SOH Gold Group;  |
| "Effective Date"                          | Has the meaning given to it in clause 4.1;  |
| "Emergency Decisions"                     | Decisions which need to be taken urgently to mitigate an immediate risk to the operational service, outcomes or objectives of the Platform;   |
| "Escalation Procedure"                    | The decision making procedure set out in clause 12.10;  |

| Definition                     | Interpretation   |
|--------------------------------|--|
| <b>"Financial Year"</b>        | The financial year which commences on the 1st April in each year and ends on the 31 <sup>st</sup> March in each year;  |
| <b>"Force"</b>                 | Means a Chief Officer and the Policing Body of a particular police force and including the Metropolitan Police Service;  |
| <b>"Foreground IP"</b>         | Shall mean all and any Intellectual Property in the control of the G-Cloud Supplier and acquired, generated or derived by the G-Cloud Supplier in the course of providing the services under the G-Cloud Contract;   |
| <b>"Full On-Boarding Date"</b> | Has the meaning given to it in clause 17.18;   |
| <b>"GDPR"</b>                  | The General Data Protection Regulation (EU) 2016/679;  |
| <b>"G-Cloud Contract"</b>      | The G-cloud contract as set out in Schedule 4 which has been entered into between the Host Force and the G-Cloud Supplier on 28 <sup>th</sup> September 2018;  |
| <b>"G-Cloud Supplier"</b>      | Corporate Document Services LTD (CDS) of 7 Eastgate, Leeds, West Yorkshire, LS7 3LX (Company number 2925653) or such supplier who may replace the G-Cloud Supplier from time to time;  |
| <b>"Governance Boards"</b>     | The DPC Programme Board, the National Steering Group, the Regional Steering Groups and the SOH Gold Group (when that comes into force) which are further defined in Schedule 1 (Governance);   |
| <b>"Grant"</b>                 | The central government grant which shall be provided by the Home Office to the Grant Police Force in accordance with the provisions of the Grant Agreement and clause 6 which shall be used to achieve the Objectives;   |
| <b>"Grant Agreement"</b>       | The grant agreement with reference PR001-2017 which is entered into between the Home Office and the NCLST for the provision of grant funding for the Programme as set out in Schedule 5;   |
| <b>"Grant Police Force"</b>    | Sussex Police Force;   |
| <b>"Health and Safety"</b>     | All health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time; |
| <b>"Host Force"</b>            | The Metropolitan Police Service or such other force that replaces the Metropolitan Police Service in its role as the host force from time to time as set out in clause 7 and including (where the context requires) the Policing Body for the force  |

| Definition                              | Interpretation   |
|---|--|
|   | that is the host force for the purposes of this Agreement;   |
| "Host Force Contribution Limit"         | Shall have the meaning given to it in clause 17.6;   |
| "Host Force Product Owner"              | The Host Force product owner who shall be of such rank as is determined by the Host Force;   |
| "Home Office"                           | The Secretary of State for the Home Department;  |
| "Home Office Force"                     | The Police Forces included within the Parties numbered 1-86 under the terms of this Agreement;   |
| "Hosted Entity"                         | Has the meaning given to in clause 9.4 and "Hosted Entities shall have the same meaning;   |
| "Incident Management Matrix"            | The incident management matrix which is set out in Schedule 7;   |
| "Initial On-Boarding Date"              | Has the meaning given to it in clause 9.8;   |
| "Intellectual Property Rights" ("IPRs") | All patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world; |
| "International Transfer"                | A transfer of any Agreement Personal Data outside the European Union, the European Economic Area or to any country that the European Commission has decided offers an adequate level of protection to that Personal Data;  |
| "Law Enforcement Purposes"              | Are the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;  |
| "Legislation"                           | Any law, statute, subordinate legislation within the meaning of section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party to this Agreement is bound to comply and "Law" shall have the same meaning;   |
| "Liability"                             | All damages, costs, losses, liabilities, claims, actions, judgements and expenses (including   |

| Definition                                       | Interpretation  |
|--|---|
|  | reasonable legal costs and expenses and uninsured losses), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, employment liabilities, premises liabilities or otherwise); |
| <b>“Liability Issues”</b>                        | Has the meaning given in clause 28.2 (Liabilities);   |
| <b>“Liability Share”</b>                         | Has the meaning given to it in clause 28.7;   |
| <b>“Live Chat”</b>                               | A service offering real time based chat between a member of the public and a contact handler within a relevant Police Force, hosted on the Platform with appropriate audit, accreditation and linked to the rest of the Platform functionality;                           |
| <b>“Metropolitan Police Service (MPS)”</b>       | The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;   |
| <b>“MOPAC”</b>                                   | The Mayor’s Office for Policing and Crime;  |
| <b>“National Police Chiefs Council” (“NPCC”)</b> | The body that brings Police Chiefs together to help co-ordinate operations, reform, improve and provide value for money;  |
| <b>“National Product Owner”</b>                  | The “national” product owner who shall be a person of chief inspector rank seconded to the Host Force from a force outside of the Host Force;   |
| <b>“National Steering Group”</b>                 | The national steering group, the terms of reference for which are set out in Schedule 1;  |
| <b>“NCLST (NCLST)”</b>                           | The national content and live service team as more particularly described in Schedule 6;  |
| <b>“Net Budget”</b>                              | Has the meaning given in clause 17.17.1;  |
| <b>“New Host Force”</b>                          | Has the meaning given to it in clause 7.16 (Host Force);  |
| <b>“New Platform Contract”</b>                   | Has the meaning given to it in clause 11.5 (G-Cloud Contract);  |
| <b>“Non Home Office Forces”</b>                  | The National Crime Agency, the British Transport Police and/or the Civil Nuclear Constabulary;  |
| <b>“NPCC Lead”</b>                               | The NPCC Lead who shall replace the SRO as further described in clause 7.12;  |
| <b>“NPFDU”</b>                                   | The National Policing Freedom of Information and Data Protection Central Referral Unit;   |
| <b>“Objectives”</b>                              | The objectives for the Programme which are set out in clause 5.1;   |
| <b>“Participating Police Force”</b>              | means: <ul style="list-style-type: none"> <li>(a) the Metropolitan Police Service;</li> <li>(b) Thames Valley Police;</li> </ul>  |

| Definition                                  | Interpretation   |
|---|--|
|   | <p>(c) Hampshire Constabulary;</p> <p>(d) Merseyside Constabulary;</p> <p>(e) Surrey Constabulary;</p> <p>(f) Sussex Constabulary; and</p> <p>(g) each Police Force, Home Office Force or Hosted Entity who becomes a Participating Police Force pursuant to clause 9;</p>   |
| <b>"Parties"</b>                            | Each of the parties to this Agreement who have signed the Agreement in accordance with clause 4.1;   |
| <b>"Platform"</b>                           | The national 'Single Online Home' (SOH) platform which is being procured under the G-Cloud Contract;   |
| <b>"Police Force"</b>                       | As defined by section 101 of the Police Act 1996 and for the purposes of this Agreement shall include the Policing Body and the Chief Officer of a force and shall include any Non-Home Office Force and Hosted Entity;  |
| <b>"Police Officer"</b>                     | A police officer of a Police Force who is under the Direction and Control of their applicable Chief Officer or in relation to the National Crime Agency an NCA officer as defined in section 16(1) of the Crime and Courts Act 2013;   |
| <b>"Police Reform Transformation Board"</b> | The board which sits above the DPC Programme Board and which the DPC Programme Board is responsible for reporting into and which is responsible for managing grant funding;  |
| <b>"Policing Body"</b>                      | Each of the Police and Crime Commissioners, the Greater Manchester Combined Authority, the MOPAC and the Common Council of the City of London in England and any relevant police authorities and any equivalent in relation to a Non Home Office Force and any other public body discharging policing functions (including any policing body taking on the role of fire and rescue authority); |
| <b>"Police Funding Share"</b>               | The percentage payable by each Home Office Force who is a Participating Police Force under the terms of this Agreement which shall be calculated in accordance with clause 17.17;  |
| <b>"Processing"</b>                         | Has the meaning given to it under the GDPR;  |
| <b>"Product Owners"</b>                     | <p>shall mean each of:</p> <p>(d) the National Product Owner; and</p> <p>(e) the Host Force Product Owner</p>  |

| Definition                                | Interpretation   |
|---|--|
|   | who will own the operational definition of user stories for the development of both content and technical requirements on behalf of UK policing;   |
| <b>“Programme”</b>                        | The digital policing programme as further described under the terms of this Agreement and the G-Cloud Contract;  |
| <b>“Programme Lead”</b>                   | A superintendent appointed to the role of the programme lead provided that upon completion of the Programme, the Programme Lead may be replaced with the Product Owners;   |
| <b>“Project Specific IPRs”</b>            | Has the meaning given to it in the G-Cloud Contract;   |
| <b>“Qualified Exemption”</b>              | Any exemption to the obligation to disclose requested information under Access to Information Legislation that requires a consideration of the public interest in applying that exemption;   |
| <b>“Region”</b>                           | The grouping of specific police forces into regions which shall be the same regional grouping as for regional and organised crime units;   |
| <b>“Regional Steering Group”</b>          | The regional steering groups, the terms of reference for which are set out in Schedule 1;  |
| <b>“Reserve”</b>                          | Has the meaning given in clause 19.1 (Reserve);  |
| <b>“Roadmap”</b>                          | The national roadmap for the Platform (which sets out amongst other things, the agile process for the on-boarding onto the Platform and an overall project plan for the Programme) which shall be updated from time to time by the Product Owners and approved by the National Steering Group; |
| <b>“Secretary of State”</b>               | The person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;  |
| <b>“Security Standard[s]”</b>             | The standard in line with the National Policing Assurance requirements for National Services and/or National Policing Assurance requirements for Police Forces connecting to a National Service;   |
| <b>“Senior Responsible Officer (SRO)”</b> | The Chief Officer of the Programme or such other person who has the role of senior responsible officer from time to time who as at the date of this Agreement is the Chief Constable of Leicestershire Police;   |
| <b>“Services”</b>                         | Any services which are required for the running of or are ancillary to the Platform;   |
| <b>“SOH Gold Group”</b>                   | The governance board which shall replace the DPC Programme Board as further described in clause 12.7 and the diagram in Part 2 of Schedule 1;  |
| <b>“Solution Design Authority”</b>        | The solution design authority which is a national policing assurance board established to deal with technical solutions;   |

| Definition                        | Interpretation  |
|-----------------------------------|---|
| <b>“Sub-processor”</b>            | Means any contractor appointed by the Host Force who is contracted to process Agreement Personal Data on the instruction of the Host Force; |
| <b>“Term”</b>                     | The term of this Agreement as determined in accordance with clause 4;   |
| <b>“Termination Date”</b>         | The date on which is it is agreed pursuant to the terms of this Agreement that it shall terminate;  |
| <b>“Terminating Police Force”</b> | Has the meaning given in clause 22.2 (Termination of Agreement); and  |
| <b>“Total Platform Amount”</b>    | The aggregate amounts payable by each Participating Police Force under clause 17.4 (save for the Annual Development Cost).                  |

### 3. LEGAL CONTEXT

- 3.1 Reference to any Legislation, orders, regulations or other similar instrument shall be construed as a reference to such Laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent Law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 3.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 3.3 References to persons will be construed so as to include bodies corporate, partnerships, unincorporated associations, trusts, statutory, local government, quasi-public and non-governmental bodies.
- 3.4 References to clauses and Schedules are to clauses of, and Schedules to, this Agreement.
- 3.5 References to the ‘Parties’ are to the parties to this Agreement.
- 3.6 The Schedules and the appendices/annexes to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of the Agreement.
- 3.7 The background information section of this Agreement, and the headings to the clauses of and Schedules to this Agreement, are for ease of reference only and shall not affect the construction of this Agreement.
- 3.8 Any phrase in this Agreement introduced by the term “include”, “includes”, “including”, “included”, “in particular” and “for example” will be construed without limitation unless inconsistent with the context.
- 3.9 This Agreement is drawn up in the English language and may be translated into any language other than English provided however that the English language text shall in any event prevail in interpreting this Agreement.
- 3.10 The words “as amended” or “as varied” shall be construed to mean in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 3.11 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under section 1 and section 2 of the Police Reform and Social Responsibility Act 2011 and not as individuals.
- 3.12 In the event of an inconsistency between the clauses of this Agreement and the Schedules to this Agreement, the clauses in this Agreement shall take priority.

#### 4. **COMMENCEMENT DATE**

- 4.1 This Agreement will come into effect on the date on which MOPAC and the Commissioner of Police of the Metropolis and at least one other Party has signed this Agreement (the “**Effective Date**”) and shall be binding on each original Party who has signed the Agreement from the Commencement Date. As soon as any further Party signs this Agreement following the Effective Date, the Agreement shall be binding on that Party from the date such party signs this Agreement, provided that if that Party is a Participating Police Force falling within limbs (a) to (f) of the definition of a Participating Police Force, that Participating Police Force shall share Liabilities as from the Commencement Date.
- 4.2 This Agreement shall continue indefinitely until it is terminated in accordance with **clause 22**.
- 4.3 For the avoidance of doubt:
- 4.3.1 where this Agreement refers to a right, obligation or Liability on a Party, those rights, obligations and Liabilities shall be binding on each of the Parties who have signed the Agreement irrespective as to whether that Party is a Participating Police Force; and
- 4.3.2 where this Agreement refers to a right, obligation or Liability on a Participating Police Force, those rights, obligations and Liabilities shall be binding only upon the Participating Police Forces.

#### 5. **PURPOSE AND INTENT OF THE AGREEMENT**

- 5.1 The purpose and objectives of the Agreement are as follows:
- 5.1.1 to allow each Police Force to have a joint Platform for the mutual effectiveness and efficiency of policing, which shall:
- 5.1.1.1 allow for a nationally consistent, locally branded service creating the concept of a ‘digital police station’ giving the public a choice of how they want to interact, which shall transform the way in which digital information is received and triaged at the first point of contact;
- 5.1.1.2 allow for a fully integrated model of reporting;
- 5.1.1.3 significantly enhance the public contact experience and implement a service that can be extended to adapt to emerging business needs at a national level; and
- 5.1.1.4 lead to a reduced demand on contact centres as the public choose more efficient digital services and use the crime prevention advice and news content hosted on the Platform;
- 5.1.2 for the Parties to collaborate in relation to the Platform;
- 5.1.3 for the Parties to share Data in relation to the Platform;
- 5.1.4 for the Liabilities arising as a result of the entering into of this Agreement, the Grant Agreement, the G-Cloud Contract and/or any Additional Platform Contract and other matters set out within the terms of this Agreement to be shared between the Participating Police Forces;
- 5.1.5 recognising all Forces need a website, reducing duplication and overall cost, for the Participating Police Forces to share in the costs in relation to the Platform; and
- 5.1.6 to set out the governance structure and decision making in relation to the Platform.



5.2 The Parties acknowledge that the development of the Platform through the G-Cloud Contract, both in terms of content and technical capabilities, is iterative, and constructed using an agile methodology. Not all of the products and services for the Platform are expected to be known as at the Commencement Date, and there is an ethos of continuous improvement with funding for development being a key part of the ongoing budget under the G-Cloud Contract.

## 6. **THE GRANT**

6.1 The Parties to this Agreement recognise that the initial funding for the Platform is provided through the Grant and that the Grant has certain terms and conditions attached to it which must be complied with by the Grant Police Force. The obligations contained in this Agreement in relation to the Grant shall not take precedence over the terms and conditions of the Grant Agreement and in the event of an inconsistency between the provisions of this Agreement and the provisions of the Grant Agreement, the provisions of the Grant Agreement shall take priority.

6.2 The Parties agree that the Grant is not sufficient to pay all of the monies to fund the Platform indefinitely and so separate payments shall be made by the Participating Police Forces, in accordance with the provisions of clause 17, in order to fund the Platform.

6.3 The Parties agree that they shall not do anything which shall place the Grant Police Force in breach of the terms and conditions of the Grant Agreement and if a Party, whether through its acts, omissions, negligence, or breaches, places the Grant Police Force in breach of the provisions of the Grant Agreement, such Party shall indemnify the Grant Police Force for any Liabilities incurred by the Grant Police Force.

6.4 Other Liabilities arising in relation to the Grant shall be dealt with in accordance with clause 28 (Liabilities).

6.5 The Parties acknowledge that as the Grant Police Force is in receipt of the Grant but is not responsible for the hosting of the Platform or entering into the G-Cloud Contract, the Grant Police Force shall pay the relevant elements of the Grant monies relating to the Platform (for the staff and the G-Cloud Contract) to the Host Force. However, for the avoidance of doubt, the detail in relation to the payment of the Grant monies shall fall outside of the terms of this Agreement.

6.6 Upon expiry of the Grant, there shall be no requirement for any Party to apply for any future Grant in relation to the Platform.

## 7. **HOST FORCE**

7.1 The Parties agree that:

7.1.1 MOPAC (on behalf of the Host Force) has entered into the G-Cloud Contract for the benefit of all Parties to this Agreement and to enable the Parties to this Agreement to on-board the Platform; and

7.1.2 the Host Force has agreed to host the arrangements and provide services in relation to the Platform for the purposes of this Agreement.

7.2 The Parties agree that the day to day management and delivery of the service shall be carried out and managed by the NCLST and that the NCLST has delegated authority to carry out such obligations (which in the delivery of their functions may also include other contracted services by the MPS). Where this Agreement places an obligation or liability on the NCLST, the Host Force shall ensure that the NCLST complies with its obligations under the Agreement and shall, subject to the remaining provisions of this Agreement, be liable for the NCLST as though such obligation had been placed directly upon the Host Force. The Parties agree that the NCLST has no legal status and so any claims made in relation to the acts or omissions of the NCLST shall be made against the Host Force and shall be shared in accordance with the provisions of this Agreement. If any additional services are provided by the NCLST, these services shall be treated as falling within the scope of the Agreement and the Liabilities shall be shared in accordance with the provisions of this Agreement.

7.3 Where under this Agreement there is an obligation on a Product Owner:

- 7.3.1 the Host Force shall procure that the Host Force Product Owner complies with its obligations under this Agreement and shall, subject to the remaining provisions of this Agreement, be liable for the Host Force Product Owner as though such obligation had been placed directly upon the Host Force; and
- 7.3.2 the SRO or NPCC Lead (as appropriate at the time) shall procure that the National Product Owner complies with its obligations under this Agreement and shall, subject to the remaining provisions of this Agreement, be liable for the National Product Owner as though such obligation had been placed direct upon the SRO or NPCC Lead (as appropriate at the time.)
- 7.4 The Host Force has entered into the G-Cloud Contract with the G-Cloud Supplier.
- 7.5 The Host Force shall commence the setting up and establishment of the NCLST as further described in Schedule 6 by 31<sup>st</sup> October 2018.
- 7.6 Subject to clause 7.7, if there are any agreements to be entered into by the Host Force in order to ensure the successful delivery of the Platform (the "**Additional Platform Contracts**") Host Force shall:
  - 7.6.1 enter into such other Additional Platform Contracts as are required for the purposes of this Agreement;
  - 7.6.2 provide a copy of any such Additional Platform Contracts to the Participating Police Forces;
  - 7.6.3 comply with the terms of such Additional Platform Contracts; and
  - 7.6.4 in consultation with the National Steering Group, and subject to clause 17.11, 17.12 and 19.4, notify the Participating Police Forces of any funding required in relation to the entering into of the Additional Platform Contracts.
- 7.7 The NCLST shall notify the DPC Programme Board and the DPC Programme Board shall be required to give its prior approval to:
  - 7.7.1 any new contracts which were not anticipated to be entered into as at the date of this Agreement including the performance standards under those contracts; or
  - 7.7.2 any increase in costs under an individual contract where the value of an individual contract is anticipated by the NCLST to be 5% more than the original anticipated value of that contract.
- 7.8 The Host Force shall notify the DPC Programme Board and seek the approval of the DPC Programme Board if the pricing under the G-Cloud Contract or any Additional Platform Contract exceeds the original value of the relevant contract by more than 5%.
- 7.9 If there is a dispute in relation to the Platform or with the G-Cloud Supplier which:
  - 7.9.1 results, or could result, in a fundamental difference in what is delivered as part of the Platform;
  - 7.9.2 or which shall, may or will have a material impact on the Host Force, the Participating Police Forces or Parties to this Agreement,

the NCLST shall not be entitled to resolve the dispute without the matter being referred to the DPC Programme Board or SOH Gold Group (as applicable). The NCLST shall then follow the decision of the DPC Programme Board or SOH Gold Group (as applicable) in relation to such dispute and how the same shall be dealt with.
- 7.10 The DPC Programme Board or SOH Gold Group (as applicable) shall consider if the G-Cloud Contract and/or any Additional Platform Contracts should be extended or renewed in accordance with their terms so as to allow for continuity of the Platform. If it is agreed that the G-Cloud Contract and/or any Additional Platform Contract should be extended or

renewed, the NCLST shall ensure that these are renewed or extended in accordance with their terms.

- 7.11 The Host Force shall not be entitled to terminate the G-Cloud Contract or any Additional Platform Contract without the DPC Programme Board or SOH Gold Group (as appropriate) agreeing to such termination.
- 7.12 On 1 April 2020, the Parties agree that the SRO shall be replaced with the NPCC Lead (who must be a chief constable) and all obligations on, and liabilities of, the SRO under the terms of this Agreement shall be replaced with references to the NPCC Lead and the NPCC Lead shall assume the obligations of the SRO under the terms of this Agreement from such date. Should a new lead not be appointed, the SRO's responsibilities will continue until such time as the new appointment is made. The SRO shall continue to be liable for its acts occurring prior to the date of the relevant replacement.
- 7.13 Subject to the provisions of clause 7.14, it is anticipated that the Host Force shall host the arrangements under the terms of this Agreement for the duration of this Agreement.
- 7.14 If the Host Force determines in its discretion (acting reasonably and in good faith) that it is no longer able to continue to host the arrangements under this Agreement, it shall:
- 7.14.1 notify the SRO or NPCC Lead (as appropriate) as soon as is reasonably practicable, upon becoming aware that it shall no longer be able to host the arrangements under this Agreement;
  - 7.14.2 give the reasons why it is no longer able to host the arrangements; and
  - 7.14.3 provide details of the date on which it wishes to cease hosting such arrangements, which shall as a minimum be such reasonable period of time as will allow the Parties to find an alternative Police Force to host the arrangements provided that the provisions of clause 7.15 shall apply.
- 7.15 The Host Force shall be required to continue to host the arrangements under this Agreement until a new Host Force takes over the responsibilities pursuant to clause 7.18, or if clause 7.17 applies, in accordance with the provision of the exit strategy.
- 7.16 If the Host Force gives notice that it wishes to cease hosting under the Agreement, the SRO or NPCC Lead (as appropriate) in consultation with the DPC Programme Board or SOH Gold Group (as applicable) shall within a period of 180 days determine (in consultation with the other Parties and the Governance Boards) as to whether there is another Police Force who is able to host the arrangements under this Agreement with the expectation that the Host Force will be replaced with the next largest Participating Police Force by net budget or such other Police Force as is agreed by the DPC Programme Board. The respective Police Force who has agreed to take on the hosting arrangements shall be the new Host Force (the "**New Host Force**"). The Parties acknowledge that an emergency meeting of the DPC Programme Board may be required to discharge its duties pursuant to this clause 7.16.
- 7.17 If through the DPC Programme Board, agreement cannot be reached as to an alternative Police Force taking on the hosting arrangements, then an exit strategy shall be agreed by the DPC programme Board or SOH Gold Group (as applicable) and the Host Force (and which shall be implemented in accordance with its terms) to ensure that the Platform under this Agreement can continue to be provided to the Participating Police Forces and that police.uk services can continue to be used by the Parties and this Agreement shall terminate on the date agreed as part of the exit strategy.
- 7.18 If the circumstances set out in clause 7.14 arise and a New Host Force is agreed pursuant to clause 7.16:
- 7.18.1 the New Host Force shall become the Host Force under the terms of this Agreement from the date agreed through the Escalation Procedure;
  - 7.18.2 the Host Force shall continue to comply with its obligations under this Agreement until the date on which the Host Force is replaced by the New Host Force;

- 7.18.3 the Host Force shall use all reasonable endeavours to enter into a deed of novation between the Host Force, the New Host Force and the G-Cloud Supplier under which the G-Cloud Contract shall be novated to the New Host Force and the change to a New Host Force shall be conditional upon such novation being properly executed by the Host Force, the New Host Force and the G-Cloud Supplier;
- 7.18.4 the Host Force shall use all reasonable endeavours to enter into a deed of novation between the Host Force, the New Host Force and any other relevant supplier under which the Additional Platform Contracts shall be novated to the New Host Force and the change to a New Host Force shall be conditional upon such novation being properly executed by the Host Force, the New Host Force and the G-Cloud Supplier;
- 7.18.5 the New Host Force shall incur liabilities under the G-Cloud Contract and Additional Platform Contracts from the date on which the G-Cloud Contract is novated to the New Host Force and the Host Force shall remain liable for matters under the G-Cloud Contract and Additional Platform Contracts which arose prior to the date on which the G-Cloud Contract is novated to the New Host Force but such liabilities shall be shared in accordance with clause 28;
- 7.18.6 all obligations, liabilities, responsibilities and rights of the Host Force under this Agreement shall become the obligations, liabilities, responsibilities and rights of the New Host Force from the date on which the G-Cloud Contract and Additional Platform Contracts are novated to the New Host Force;
- 7.18.7 it shall be determined through the Escalation Procedure as to whether there are any Assets or employees which need to be transferred or seconded to the New Host Force and the Host Force and the New Host Force shall use all reasonable endeavours to effect a successful transfer of Assets and secondment of employees;
- 7.18.8 the terms of the Schedule 1 (Governance) shall be amended to reflect any changes required to the Governance Boards as a result of the New Host Force including any amendments needed to ensure that the New Host Force shall have a 50% share of the voting rights in the same way as the Host Force has from the date of this Agreement.
- 7.19 Notwithstanding clause 7.18.5, the Host Force shall not incur any Liabilities as a result of its decision to withdraw from its role as a Host Force and any Liabilities of the Host Force incurred as a result of the withdrawal of the Host Force, subject to clause 19.4, shall be met by the Participating Police Forces in accordance with clause 28 (Liabilities). For the avoidance of doubt, the Host Force shall be entitled to withdraw from its position as a Host Force and still continue to be both a Party and a Participating Police Force to this Agreement.

## **8. PARTICULAR EXPECTATIONS AND REQUIREMENTS OF THE PARTIES**

- 8.1 Each Party warrants that it has the full power, capacity and authority to enter into, perform and comply with its obligations under this Agreement.
- 8.2 Each Party shall work together collaboratively to support the Platform.
- 8.3 Each Party shall provide such information as is required for achieving the Objectives including for the purposes of tasking and coordination, budget setting, performance reporting, strategy and policy setting as required by the NCLST and as may be further required to allow the obligations under this Agreement to be achieved.
- 8.4 The Parties agree that upon them becoming a Participating Police Force they shall be bound to comply with all of the provisions imposed on a Participating Police Force under this Agreement.

## **9. PARTICIPATING POLICE FORCES**

- 9.1 The Parties agree that, as at the date of this Agreement, the Participating Police Forces in limbs (a) to (f) of the definition of Participating Police Forces have signed a statement of

intent to receive the benefit of the Platform and shall receive the benefit of the Platform and, subject to clause 20.3, shall also share in the Liabilities in accordance with the terms of this Agreement from the Commencement Date.

- 9.2 It is anticipated that the following Police Forces shall become Participating Police Forces by 1 April 2019:
- 9.2.1 Leicestershire Constabulary;
  - 9.2.2 Nottinghamshire Constabulary;
  - 9.2.3 Northamptonshire Constabulary;
  - 9.2.4 Derbyshire Constabulary;
  - 9.2.5 Greater Manchester Constabulary.
- 9.3 A Non Home Office Force shall be allowed (subject to the agreement of the DPC Programme Board) to become a Participating Police Force in accordance with the terms of this Agreement.
- 9.4 It is agreed that other police entities who are not legal entities in their own right and are hosted under a national collaboration agreement (eg: the NPCC, ACRO, NABIS and NPoCC) (the "**Hosted Entities**") shall be entitled (subject to the agreement of the DPC Programme Board) to join the Platform in the same way as the other Parties to this Agreement. If it is determined under the relevant collaboration agreement for that Hosted Entity that such Hosted Entity should be included onto the Platform, the host force under the relevant collaboration agreement shall serve a notice on the Senior Responsible Officer and the provisions of clause 9.7 shall apply as though the Hosted Entity were a party to this Agreement. Such Hosted Entity shall become a Participating Police Force under the terms of this Agreement, and where the Hosted Entity incurs any costs, Liabilities and expenses under the terms of this Agreement, such Liabilities shall be shared and governed under the provisions of the relevant collaboration agreement.
- 9.5 Until a Police Force becomes a Participating Police Force in accordance with clause 9.6 and clause 9.8, they shall not share in the Liabilities under this Agreement but shall be responsible for any obligations which are placed on a Party and shall be liable if they breach the terms of this Agreement as a Party.
- 9.6 For a Party to become a Participating Police Force both the Chief Officer and the Policing Body of that Police Force must have signed the terms of this Agreement.
- 9.7 The Parties agree that it is anticipated that each of the Parties to this Agreement shall ultimately be included on the Platform, which shall be done on an incremental basis. Once a statement of intent has been signed between a Party and the Senior Responsible Officer, the relevant Police Force and the NCLST shall co-operate in accordance with clause 9.9.2 and the NCLST shall, in accordance with the timescales agreed with that Police Force (each party acting reasonably and in good faith), procure that the relevant Police Force is included on the Platform. Each Participating Police Force remains responsible for its own operating procedures and internal business change (including where data from the Platform arrives into that Participating Police Force and what that Participating Police Force then does with that data) and including the costs of the integration of such data.
- 9.8 A Police Force shall become a Participating Police Force from the date on which they receive services through the Platform and that Platform is live to the public without a BETA or main force domain (although for the avoidance of doubt that Participating Police Force does not need to be fully on-boarded onto the Platform or use the Platform as its main web-site to be a Participating Police Force) (the "**Initial On-Boarding Date**"). A Participating Police Force shall share in the benefits and Liabilities under this Agreement as a Participating Police Force from the Initial On-Boarding Date albeit payments shall not be made by a Participating Police Force under clause 17 until the Full On-Boarding Date.
- 9.9 Each of the Participating Police Forces shall for the duration of this Agreement:
- 9.9.1 comply with the provisions of the G-Cloud Contract and each Additional Platform Contract in so far as such provisions relate to the Participating Police Force and

- shall not do or omit to do anything which shall put the Host Force in breach of the provisions of the G-Cloud Contract and/or any Additional Platform Contract;
- 9.9.2 provide such reasonable co-operation and assistance as may be needed by the NCLST on behalf of the Host Force in relation to the operation of the G-Cloud Contract and/or any Additional Platform Contract;
  - 9.9.3 provide such information as soon as reasonably practicable as is required by the NCLST on behalf of the Host Force under the G-Cloud Contract, any Additional Platform Contract and/or otherwise for the purposes of the Programme or this Agreement;
  - 9.9.4 participate with the NCLST in relation to issues to be decided by the Participating Police Force, as referred to in clause 9.15, in relation to the Incident Management Matrix as soon as reasonably practicable;
  - 9.9.5 be responsible for all local content on the Platform in relation to that Participating Police Force. No Participating Police Force shall be entitled to modify the architecture or change anything in relation to the national content of the Platform; and
  - 9.9.6 ensure that they have appropriate business continuity plans in place to deal with the situation where the Platform is unavailable and that they have appropriate disaster recovery plans in place for their own local data from the Platform.
- 9.10 Although the Parties agree that the contractual relationship in relation to the G-Cloud Contract shall be between the Host Force and the G-Cloud Supplier and that the NCLST shall manage the G-Cloud Contract on behalf of the Host Force, there are certain circumstances where it may be appropriate for a Participating Police Force to deal with the G-Cloud Supplier direct (albeit it is anticipated that these will be limited). If a Participating Police Force wishes to deal with the G-Cloud Supplier direct, the Participating Police Force shall notify the NCLST of this in writing and they shall work together (acting reasonably and in good faith) to agree on those items and issues that can be dealt with directly between the Participating Police Force and the G-Cloud Supplier and this must be approved by the NCLST. The Participating Police Force shall then be entitled to deal directly with the G-Cloud Supplier in relation to those issues which are agreed between the Participating Police Force and the NCLST pursuant to this clause 9.10. The Participating Police Force agrees that in such circumstances, it shall have no direct right:
- 9.10.1 to make any claim against the G-Cloud Supplier; or
  - 9.10.2 to bind the Host Force or any other Participating Police Force(s) without the express written consent of the Host Force which the Host Force shall be entitled to withhold in its absolute discretion.
- 9.11 If a Participating Police Force exits from this Agreement in accordance with clause 22.2 (Termination of Agreement), that Participating Police Force shall no longer be included within the definition of a Participating Police Force and the provisions of clause 22.3 (Termination of Agreement) shall apply.
- 9.12 Subject to clause 9.14, a Participating Police Force shall not be entitled to make any decision, propose or make any change in relation to the Platform unless such decision or change is agreed by the NCLST or pursuant to the Escalation Procedure.
- 9.13 If any Participating Police Force has an issue or concern in relation to the provision of the services under the G-Cloud Contract or Additional Platform Contract, it shall notify the NCLST of such issue or concern (providing reasonable details) and shall discuss and agree the appropriate approach to be taken with the NCLST albeit it shall ultimately be for the NCLST to determine the action that needs to be taken (in consultation with the Escalation Procedure). The relevant Participating Police Force shall provide such information as shall be reasonably required by the NCLST and the NCLST shall provide reasonable updates to the relevant Participating Police Force in relation to progress and any agreement reached between the Host Force and the G-Cloud Supplier.

- 9.14 A Participating Police Force shall be entitled to make a decision in relation to the local content of the Platform for that Participating Police Force without having to seek the consent of the NCLST or pursuant to the Escalation Procedure.
- 9.15 It is agreed that there are certain issues which shall be for a Participating Police Force to decide, which are set out in the Incident Management Matrix. If an issue arises which falls within the scope of the Incident Management Matrix, the NCLST shall ensure that such matter is promptly referred to the relevant Participating Police Force to make the decision.
- 9.16 The Participating Police Forces from time to time will be set out in Schedule 9 and such Schedule will be promptly maintained and kept up to date by the NCLST on behalf of the Parties.

## 10. **NCLST AND DECISION MAKING**

- 10.1 The Parties agree that a "NCLST" shall be established by the Host Force from 31<sup>st</sup> March 2019, with interim arrangements to be managed by the Product Owners in the intervening period. The Host Force shall (through the NCLST):
  - 10.1.1 ensure that MOPAC complies with the terms of the G-Cloud Contract;
  - 10.1.2 be responsible for the day to day management of the G-Cloud Contract between the Host Force and the G-Cloud Supplier;
  - 10.1.3 review the performance of the G-Cloud Supplier under the terms of the G-Cloud Contract and ensure that MOPAC enforces any remedies that MOPAC may have against the G-Cloud Supplier and ensure that any material issues are escalated to the National Steering Group;
  - 10.1.4 ensure that MOPAC seek to resolve any disputes which arise in relation to the Platform with the G-Cloud Supplier without recourse to the necessary Governance Board unless the issue which is the subject matter of the dispute shall have a material impact upon the Host Force, the Participating Police Forces or the Parties, in which case the provisions of clause 7.9 shall apply provided that it is agreed by the DPC Programme Board or SOH Gold Group (as appropriate) review or extend the terms of the G-Cloud Contract or the terms of any Additional Platform Contract;
  - 10.1.5 provide a secretariat function and facilities to enable the terms of this Agreement and the Platform to be managed appropriately and effectively;
  - 10.1.6 develop and ensure that there are consistent processes and common standards for the integration of the Platform by the Participating Police Forces;
  - 10.1.7 be responsible for managing the national content which appears on a local site of the Platform in relation to a Participating Police Force;
  - 10.1.8 manage the commercial, technical and content process of new Participating Police Forces entering onto the Platform;
  - 10.1.9 ensure that MOPAC serves all necessary notices on the G-Cloud Supplier under the terms of the G-Cloud Contract;
  - 10.1.10 provide and procure all necessary accommodation, equipment, IT equipment and assets in order to ensure that the Host Force and the NCLST can comply with their obligations under the terms of this Agreement;
  - 10.1.11 recruit and retain all necessary staff to ensure that the Host Force can comply with its obligations under the terms of this Agreement;
  - 10.1.12 work with each Participating Police Force to transform the way in which digital information is received and triaged at the first point of contact, seeking to achieve integration of reports and transactions received through the Platform through common national standards;

- 10.1.13 report to the National Steering Group and Senior Responsible Officer;
  - 10.1.14 be responsible for the day to day decision making and day to day development, running and delivery of the Platform;
  - 10.1.15 carry out the tasking which is set by the Governance Boards and delivering the national objectives;
  - 10.1.16 the management and resolution of service management issues that arise;
  - 10.1.17 report to each Participating Police Force in relation to the achievement of milestones under the G-Cloud Contract in relation to that Participating Police Force on-boarding onto the Platform; and
  - 10.1.18 make decisions and carry out all actions which fall within the scope of the Roadmap. It is acknowledged that such Roadmap is a moving and developing document and shall be updated from time to time, as agreed by the National Steering Group, and any revised Roadmap shall become the 'Roadmap' for the purposes of this Agreement.
- 10.2 The Host Force shall ensure that the NCLST will be ring-fenced and shall work exclusively for the Platform and shall not work on other matters for the Host Force.
  - 10.3 The Host Force and the SRO (or his/her delegate) shall be responsible for the selection of individuals to form the NCLST. The Host Force shall be responsible for the recruitment of such individuals.
  - 10.4 The NCLST shall be entitled to make Emergency Decisions and shall then inform the Product Owners, who shall in turn inform the National Steering Group of the decision taken and the reasons for the decision.
  - 10.5 The Product Owners shall take professional advice from the NCLST. Whilst the National Product Owner shall be managed by the Director of National Single Online Home, each of the Product Owners shall maintain operational independence from each other as well as from the Director of National Single Online Home. Decisions taken by the Product Owners shall be collaborative and neither the Host Force Product Owner nor the National Product Owner shall have an overriding say over the other. The Product Owners will be supported in their decision making based on the national decision making model.
  - 10.6 For the avoidance of doubt, as at the date of this Agreement, the Product Owners do not form part of the NCLST and so do not form part of the funding under this Agreement. At the end of the Programme in April 2020, the National Product Owner shall form part of the NCLST (albeit that the Host Force Product Owner shall not form a part of the NCLST) in which case the funding for the National Product Owner shall be included in this Agreement and the Annual Amount shall be updated accordingly.
  - 10.7 If there is a matter which falls outside of the terms of the Roadmap, such matter shall be determined by the National Steering Group.

## 11. **G-CLOUD CONTRACT**

- 11.1 The Parties acknowledge that the G-Cloud Contract is for an initial period of two (2) years from 1 October 2018 (the "Initial Period") which can be extended for a further period of one (1) year plus a further one (1) year (an additional two (2) years from the initial period in total) (the "Extension Period"). The Parties agree that it shall be for the DPC Programme Board to determine whether the G-Cloud Contract should be extended in each case.
- 11.2 No later than twelve (12) months prior to the expiry or termination of the G-Cloud Contract (which shall include both the Initial Period and any Extension Period), the DPC Programme Board shall consider whether any new procurement needs to be entered into in relation to a platform similar to the Platform. If it is determined in accordance with the Escalation Procedure that upon the expiry or termination of the G-Cloud Contract that a new procurement should be carried out to find an alternative provider of the Platform or to provide a similar platform, then:



- 11.2.1 the NCLST shall run the procurement exercise on behalf of MOPAC or another Party who is agreed to be the contracting authority under the Public Contracts Regulations 2015 (and which shall be undertaken on behalf of the other Parties) in accordance with relevant Legislation and in accordance with the directions of the National Steering Group;
  - 11.2.2 the NCLST and the DPC Programme Board shall consult with the Participating Police Forces and such Participating Police Forces shall be entitled to feed any appropriate representations into the relevant Regional Steering Group who shall in turn feed issues into the National Steering Group;
  - 11.2.3 the evaluation of tenderers shall be carried out by NCLST on behalf of MOPAC or another Party who is agreed to be the contracting authority under the Public Contracts Regulations 2015 and any decision in relation to the appropriate award of such a contract shall be ratified by the DPC Programme Board (who shall take account of the views of the Solution Design Authority) and the DPC Programme Board shall ensure that such award is made in accordance with relevant Legislation, national strategy and policy;
  - 11.2.4 MOPAC (or another Party who is agreed to be the contracting authority under the Public Contracts Regulations 2015) shall enter into any contract which is the subject matter of this clause 11.2 and the Parties shall agree any adjustment required to the Annual Amount pursuant to the provisions of clause 17;
  - 11.2.5 the Parties shall agree (acting reasonably and in good faith) to any reasonable amendments to this Agreement required to reflect the changes to the Platform;
  - 11.2.6 if there is any Liability arising as a result of this clause 11.2 or the procurement of any alternative provider, such Liability shall, subject to clause 19.4, be shared between the Participating Police Forces in accordance with clause 28.
- 11.3 Each Participating Police Force shall notify the NCLST as to the number of licences that they require for Live Chat and these will be paid for separately by that Participating Police Force in accordance with clause 17.
  - 11.4 The provisions of clause 39 shall apply in relation to the Intellectual Property under the Platform.
  - 11.5 If any new contract is procured in accordance with clause 11.2.4 (the "**New Platform Contract**"), each Participating Police Force shall grant to the Host Force or other entity (as applicable), any such licence which is reasonably required to be granted to the new supplier under the terms of that New Platform Contract.

## 12. **GOVERNANCE**

- 12.1 The Parties shall procure that the following boards shall be set up from 1 October 2018 for the purposes of the Programme which shall be established and run in accordance with the provisions of Schedule 1 (Governance):
  - 12.1.1 the National Steering Group which shall have an overall responsibility in relation to the Programme and shall be responsible for the matters set out in Part 2 of Schedule 1 (Governance);
  - 12.1.2 the DPC Programme Board shall have assurance of the Platform and shall be responsible for the matters set out in Part 3 of Schedule 1 (Governance); and
  - 12.1.3 the Regional Steering Groups which shall be established in accordance with clause 12.2.
- 12.2 At the Commencement Date, it is anticipated that each of the Participating Police Forces shall have an opportunity to participate in the National Steering Group. However, it is acknowledged that as the number of Participating Police Forces increases, it shall not be practical for all Participating Police Forces to be included on the National Steering Group. As such:

- 12.2.1 once each of the Participating Police Forces in limbs (a) to (f) of the definition of Participating Police Force and each of the Police Forces in clause 9.2 are included onto the Platform; or
- 12.2.2 once it becomes unsustainable for issues to be dealt with through a national group only,

the NCLST and the Participating Police Forces shall procure that appropriate Regional Steering Groups are established to make decisions in relation to a particular Region and that a representative from each Regional Steering Group participate in the National Steering Group although it is acknowledged that upon the Regional Steering Groups being initially established in accordance with this clause 12.2 there might not be a Regional Steering Group for each Region from the outset and that until more Police Forces have on-boarded, certain Participating Police Forces may need to be included in a Regional Steering Group which does not fall within their Region.

- 12.3 In relation to each Regional Steering Group to be established in accordance with clause 12.2, it shall be for that Regional Steering Group to establish the appropriate governance structure in accordance with the requirements in paragraph 5 of Schedule 1 and to determine the terms of reference for that Regional Steering Group. The relevant Participating Police Forces shall provide the terms of reference for that Regional Steering Group as soon as reasonably practicable and the terms of reference shall be subject to approval and agreement by the Product Owners and the National Steering Group.
- 12.4 The NCLST shall ensure that all documentation in relation to a meeting of the DPC Programme Board, the SOH Gold Group and/or the National Steering Group shall be published in an appropriate place (which can be accessed by Policing Bodies and Chief Officers) at least five (5) Business Days prior to any meeting of the DPC Programme Board , SOH Gold Group or the National Steering Group and any Party shall be entitled to raise any issues, concerns or suggestions with an appropriate member of the DPC Programme Board or the National Steering Group or SOH Gold Group, and such member shall use reasonable endeavours to raise the issue with the DPC Programme Board or the National Steering Group or SOH Gold Group(as appropriate).
- 12.5 The NCLST shall ensure that all decisions and outcomes of the National Steering Group, the DPC Programme Board and the SOH Gold Group shall be formally published and shall be made available to each of the Regional Steering Groups.
- 12.6 Upon invitation, the Director of National Single Online Home shall, on an annual basis, provide an update to an APCC general meeting in relation to the performance and delivery of the Platform. Each Policing Body shall also be entitled to raise any questions or provide feedback throughout the duration of this Agreement to one of the Policing Body representatives at the DPC Programme Board or SOH Gold Group (as appropriate) as further described in Schedule 1.
- 12.7 The Parties agree that the DPC Programme Board shall only be in place until 1 April 2020 and thereafter the DPC Programme Board shall be replaced with the SOH Gold Group which is anticipated to be chaired by an NPCC Lead as further set out in Schedule 1 (Governance). The NPCC shall seek to agree the terms of reference for the SOH Gold Group prior to it being established and the terms of this Agreement shall be amended to include the terms of reference for the SOH Gold Group. Where this Agreement refers to the DPC Programme Board, such reference shall be replaced with the SOH Gold Group.
- 12.8 The National Steering Group and the DPC Programme board shall take due account of the decisions, views and recommendations of the various Regional Steering Groups but in relation to all decision making of the National Steering Group and the DPC Programme Board, the Host Force shall have a 50% vote in relation to decisions, with the other members of the National Steering Group or DPC Programme Board having a 50% vote in relation to decisions (and the other members shall be able to act individually rather than collectively) as is further defined in Schedule 1 (the "50/50 Vote").
- 12.9 It is agreed by the Parties that although the National Steering Group, DPC Programme Board and the SOH Gold Group (as appropriate) shall be governed in accordance with the 50/50 Vote, the intention is that decisions shall be made on a collaborative basis founded on public user evidence as well as stakeholder and operational views and that the Parties

shall seek to ensure that the Governance Boards do not ordinarily need to resort to having a vote.

- 12.10 The following provisions shall apply in relation to decision making under the terms of this Agreement:
- 12.10.1 decisions made by the Product Owners and the NCLST which shall be made in accordance with this Agreement shall be quality assured and approved by the National Steering Group in accordance with the 50/50 Vote;
  - 12.10.2 the National Steering Group shall make decisions in accordance with the provisions set out in Part 2 of Schedule 1 and, unless the issue falls within the scope of clause 12.10.3 or clause 12.10.4 or is a matter which is stated in this Agreement to be determined by the DPC Programme Board or the SOH Gold Group (as applicable), the decisions made by the National Steering Group shall be final;
  - 12.10.3 if the National Steering Group makes a decision which involves a significant change to the Roadmap or a significant change in the finances for the Platform (and "significant change in finance" shall mean an aggregate increase in the Platform costs of more than 5% of the original Platform costs year on year), then subject to clause 17.11, the DPC Programme Board or SOH Gold Group shall seek to approve such decision based on the recommendation of the National Steering Group. If the DPC Programme Board or SOH Gold Group is unable to make a decisions, the SRO or NPCC Lead shall have the final say in the decision making process;
  - 12.10.4 if the National Steering Group has been unable to make a decision in accordance with the 50/50 Vote, then the Product Owners shall seek to make the decision and if they fail to make a decision, then the DPC Programme Board or SOH Gold Group shall have the final decision in accordance with the 50/50 Vote taking account of the views of the National Steering Group and if the DPC Programme Board or SOH Gold Group are unable to reach a decision, the SRO or NPCC Lead shall have the final say in the decision making process;
  - 12.10.5 if a matter is stated to be determined by the DPC Programme Board or SOH Gold Group (as applicable), the matter shall be determined in accordance with the 50/50 Vote under Part 3 of Schedule 1 and if the DPC Programme Board or SOH Gold Group are unable to reach a decision, the SRO or NPCC Lead shall have the final say in the decision making process;

(the "Escalation Procedure.")

- 12.11 In making any decisions as part of a Governance Board each Party shall ensure that they act reasonably and in good faith and shall not unreasonably withhold their consent to a matter.
- 12.12 This Agreement does not fetter the powers of the Secretary of State to rescind or request amendments to any collaboration agreement under section 23G and 23H Police Act 1996.
- 12.13 The Parties shall comply with any directions given by the Home Office regarding how the Grant should be used and the Grant Police Force shall use reasonable endeavours to notify the Parties of any directions given by the Home Office as soon as is reasonably practicable.
- 12.14 The Parties agree that the governance arrangements for this Agreement need to allow business as usual to take place effectively, efficiently and swiftly.

### 13. **SENIOR RESPONSIBLE OFFICER FOR THE DPC PROGRAMME BOARD**

- 13.1 The Parties agree that as at the date of this Agreement, the Chief Officer of Leicestershire Police is the Senior Responsible Officer of the DPC Programme Board.
- 13.2 Decisions in respect of the Platform in relation to the DPC Programme Board shall be made pursuant to clause 12.10.5 and the terms of reference set out in Part 3 of Schedule 1. Where a decision cannot be reached in relation to the DPC Programme Board pursuant to the decision making protocol in Schedule 1 and the Senior Responsible Officer has the

deciding decision in relation to such matter, any liability incurred by the Senior Responsible Officer in relation to such decision making shall be shared between the Participating Police Forces as set out in clause 28 (Liabilities), unless it can be proved that the Senior Responsible Officer acted negligently, in which case the liability shall rest with the Senior Responsible Officer and the Senior Responsible Officer shall be solely liable.

- 13.3 The Senior Responsible Officer may be replaced from time to time throughout the continuance of this Agreement. The Parties shall ensure that a proper process is followed for the appointment of any replacement for the Senior Responsible Officer which shall be agreed with the National Steering Group and DPC Programme Board.
- 13.4 On April 2020, an NPCC Lead will be appointed by the SRO through an agreed formal process to take responsibility for the governance of the Platform. The SRO shall ensure that a proper process is followed for the appointment of the NPCC Lead which shall be agreed with the National Steering Group and DPC Programme Board.

#### 14. **DIRECTION AND CONTROL**

- 14.1 Where a person is seconded to the NCLST but is employed by, or is an officer of, a force other than the Host Force, the Chief Officer who has appointed such person shall retain Direction and Control of such aforementioned officers and members of police staff.
- 14.2 Subject to clause 14.1 all NCLST employees who are employed by, or are officers of, the Chief Officer of the Host Force and are appointed to predominantly perform services in relation to the Platform shall be under the Direction and Control of the Chief Officer of the Host Force, provided that the day to day management responsibilities of such staff shall rest with the Director of National Single Online Home. It is agreed that such persons shall not generally perform duties on behalf of the Host Force and shall be appointed predominantly to carry out duties in order to allow the Platform to achieve the requirements as further set out under the terms of this Agreement.
- 14.3 The Chief Officer of the Police Force who appointed the police officer or member of staff shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters. The Host Force shall pay the Police Force providing the seconded employee(s) at a rate agreed between the Host Force and the relevant Police Force (acting reasonably and in good faith) in accordance with the Home Office guidance for secondments as relevant at the time of the relevant secondment.

#### 15. **ASSETS**

- 15.1 The NCLST (on behalf of the Host Force) shall be responsible for purchasing any Assets or Services in the name of the Host Force which are required for the purpose of the Programme and which shall, unless otherwise agreed by the DPC Programme Board, be funded from the Reserve. The legal and beneficial ownership of the Assets shall vest in the Host Force.
- 15.2 The NCLST shall be entitled (on behalf of the Host Force) to purchase any Asset or Service which is needed by the Platform in the name of the Host Force without having to refer the issue to the Escalation Procedure provided that this falls within the scope of the Roadmap.
- 15.3 If there is an Asset or Service which needs to be purchased for the running of the Platform which falls outside of the scope of the Roadmap or the value of the Asset is in excess of £10,000 the NCLST shall refer the decision to the Escalation Procedure where it shall be determined:
- 15.3.1 whether the relevant Asset or Service should be purchased;
  - 15.3.2 if the Asset or Service should be purchased, whether the cost of the relevant Asset should be met from the Reserve;
  - 15.3.3 if the Asset or Service cannot be purchased using the Reserve, how the Asset or Service shall be purchased on the assumption that the cost of such Asset should be shared between the Participating Police Forces in proportion to the Liability Share; and

15.3.4 whether a procurement exercise is required to purchase the Asset or Service and how it should be purchased,

and the Host Force shall not enter into any agreement for the purchase of such Asset or Service until this is agreed by the National Steering Group.

15.4 The Host Force shall be responsible for the purchase of any Assets and Services and for entering into any contracts in relation to the purchase of such Assets and Services.

15.5 The NCLST shall maintain an asset register setting out those Assets and Services which have been purchased and which have a value in excess of £10,000 for the benefit of the Platform.

16. **DATA PROTECTION**

16.1 The Parties shall, when they are Processing Agreement Personal Data, comply with the provisions of Schedule 8, as updated from time to time.

16.2 Each Party agrees that:

16.2.1 it acts as Controller in respect of its own Agreement Personal Data whether:

16.2.1.1 input by or for it onto the Platform; and/or

16.2.1.2 directed to it by a third party through the publicly available web forms which content is hosted on the Platform; and/or

16.2.1.3 such content as was directed to another Participating Police Force incorrectly and has been redirected to and received by it pursuant to this Agreement

(each and together its "Own Data"); and

16.2.2 where the Host Force (in that role) processes any Own Data of any other Participating Police Force pursuant to this Agreement, it acts as Processor for each such Participating Police Force (such Agreement Personal Data being "the Processor Data").

17. **FUNDING FOR THE PLATFORM**

17.1 The Parties agree that prior to April 2019, all costs in relation to the Platform shall be funded from the Grant.

17.2 From April 2019, the Annual Amount payable by a Participating Police Force for the Financial Year 2019/2020 is anticipated to be an amount between the amount set out in column 4 and column 5 of the table in Part 3 of Schedule 3 (Funding) but these are indicative amounts only and will depend upon the number of Home Office Forces who shall on-board onto the Platform. The amounts set out in column 5 assumes that twenty or more forces will on-board the Platform and so if less than twenty forces on-board the Platform, the Annual Amount payable by a Participating Police Force shall be higher. The costs payable by a Participating Police Force shall become more certain from 2020 when the number of forces to on-board the Platform will be known and the Participating Police Forces shall be notified of the amounts to be paid from April 2020 by 31<sup>st</sup> December 2019.

17.3 The NCLST shall notify each Participating Police Force of the actual amount which shall be payable by each Participating Police Force from April 2019 as soon as reasonably practicable in advance of April 2019, provided that a Participating Police Force shall not be required to pay the Annual Amount until the Full On-Boarding Date for that Participating Police Force.

17.4 Subject to clause 17.3, 17.5 and clause 19.4, the Parties agree that the **Annual Amount** payable by a Participating Police Force shall be calculated as the aggregate of:

- 17.4.1 that Participating Police Force's contribution to the running of the NCLST, which shall be calculated in accordance with that Participating Police Force's Police Funding Share;
  - 17.4.2 that Participating Police Force's contribution to the Annual Development Cost which shall be calculated in accordance with that Participating Police Force's Police Funding Share;
  - 17.4.3 the Participating Police Force's contribution to the amounts payable to the G-Cloud Supplier, which shall be calculated by reference to the total annual amount anticipated to be payable by the Host Force to the G-Cloud Supplier multiplied by the Police Funding Share for that Participating Police Force;
  - 17.4.4 the Participating Police Force's contribution to amounts payable to the relevant supplier under any Additional Platform Contracts which shall be calculated by reference to the aggregate of the total annual amount to be payable by the Host Force to the relevant supplier under each of the Additional Platform Contracts multiplied by the Police Funding Share for that Participating Police Force; and
  - 17.4.5 any additional costs (including in relation to firearms licensing, payment gateway fees) which shall be paid by a Participating Police Force where they relate solely to a Participating Police Force or where they apply to a number of Participating Police Forces or the Programme as a whole shall be distributed between each of the Participating Police Forces and shall be calculated in accordance with that Participating Police Force's Police Funding Share.
- 17.5 The Annual Amount to be payable by a Non Home Office Force and a Hosted Entity shall not be calculated in accordance with clause 17.4 but shall be agreed between the Host Force and that Non Home Office Force or Hosted Entity to reflect the additional cost of that Non Home Office Force or Hosted Entity joining the Platform and the cost items set out in clause 17.4.
- 17.6 In no circumstances shall the Host Force be required to pay, pursuant to this clause 17, more than the aggregate of:
- 17.6.1 £1,400,000.00 (one million, four hundred thousand pounds);
  - 17.6.2 the Host Force's payment for police.uk costs as set out in clause 18;
  - 17.6.3 the Host Force's payment for any additional costs referred to in clause 17.4.5 which relate exclusively to the Host Force; and
  - 17.6.4 the Host Force's payment for Live Chat as set out in clause 17.7
- in any Financial Year (the "**Host Force Contribution Limit**"). When the Host Force Contribution Limit is reached, any excess over the Host Force Contribution Limit shall be shared between the Participating Police Forces in accordance with:
- 17.6.5 in relation to the Home Office Forces, each Participating Police Force's Police Funding Share; and
  - 17.6.6 in relation to the Non Home Office Forces and Hosted Entities such amount as is agreed with the DPC Programme Board taking into account the Annual Amount that is paid by such Non Home Office Forces and Hosted Entities.
- 17.7 If any Participating Police Force requires "Live Chat", this will be an additional charge to the Annual Amount for licenses on a "per user" basis and the NCLST shall notify the relevant Participating Police Force of the additional charge and this shall be paid by the Participating Police Force in addition to the Annual Amount and shall be paid to the Host Force on a straight pass through basis. The estimated costs of "Live Chat" are included in Schedule 3.
- 17.8 The Annual Development Cost shall be used at the discretion of the NCLST and the Product Owners towards development costs under the G-Cloud Contract or for an Additional Platform Contract, as may be necessary in order to achieve the Roadmap but such costs shall be ratified by the National Steering Group. If any of the Annual Development Cost is

not spent in a Financial Year, the NCLST shall ensure that such unspent monies are placed into the Reserve.

- 17.9 If any Participating Police Force requires any upgrades to the Platform due to local content, such Participating Police Force shall be solely responsible for the costs of such upgrades and shall pay such amounts in addition to the Annual Amount. This will be agreed by the National Steering Group.
- 17.10 Upon a new Participating Police Force being Fully On-Boarded, the NCLST shall notify that Participating Police Force of the Annual Amount to be paid by that Participating Police Force and such amounts shall be payable by that Participating Police Force from the Fully On-Boarded Date but pro-rata adjusted for the number of days between the date on which that Participating Police Force is Fully On-Boarded and the end of the Financial Year. As soon as reasonably practicable prior to April 2020, the NCLST shall update Schedule 3 to include the actual amounts payable by the Participating Police Forces.
- 17.11 The Parties agree that the Total Platform Amount is anticipated to change on a yearly basis and that the National Steering Group shall be entitled to agree increases to such amounts up to 5% of the Total Platform Amount for the previous Financial Year. If the increase to the Total Platform Amount exceeds 5% of the Total Platform Amount for the previous Financial Year (the "Excess Increase"):
- 17.11.1 the SRO or NPCC Lead (as appropriate) shall consult with the NPCC and the APCC at a general meeting in relation to the Excess Increase prior to any decision being taken by the DPC Programme Board or SOH Gold Group (as appropriate);
- 17.11.2 following consultation in accordance with clause 17.11.1, the DPC Programme Board or the SOH Gold Group (as appropriate) shall consider whether or not the Excess Increase is agreed (taking account of the consultation in accordance with clause 17.11.1).
- 17.12 If:
- 17.12.1 the Excess Increase is agreed pursuant to clause 17.11.2, then this shall be deemed to be approved for the purposes of this Agreement;
- 17.12.2 the Excess Increase is not agreed pursuant to clause 17.11.2, then the Participating Police Forces shall not be required to pay any amount equal to the Excess Increase pursuant to this clause 17 and the DPC Programme Board or SOH Gold Group (as appropriate) shall consider if any changes are needed to the Platform to accommodate this;
- 17.12.3 agreement cannot be reached at the DPC Programme Board or SOH Gold Group (as appropriate) then the SRO/NPCC Lead (as appropriate) shall have the final decision over whether the Participating Police Forces shall be required to pay the Excess Increase
- and if the Excess Increase is approved this shall, subject to clause 19.4, be paid by the Participating Police Forces in accordance with clause 17.
- 17.13 The NCLST shall notify the National Steering Group if there is a need to increase the Annual Development Cost including providing reasons for why the Annual Development Cost needs to be adjusted. Any decision to adjust the Annual Development Cost shall be made in accordance with the Escalation Procedure.
- 17.14 The NCLST shall notify each of the Participating Police Forces of the amount to be paid by each Participating Police Force in the following Financial Year by 31<sup>st</sup> December each year (save that this obligation shall not apply in December 2018 as the provisions of clause 17.2 shall apply to the payments to be made from April 2019).
- 17.15 Each Participating Police Force shall pay to the Host Force an amount equal to Annual Amount by 1 April in each year which shall be payable annually in advance. The Host Force shall issue an invoice to each Participating Police Force in advance of 1 April each year which shall set out the amount payable by that Participating Police Force.

17.16 The Parties agree that in relation to that part of any funding to be paid by the Host Force pursuant to this clause 17, an internal invoice will not be generated but the Host Force shall be required to internally transfer its contribution into the relevant account set up for the Platform on the date on which such amounts become due and payable pursuant to clause 17.15.

17.17 The Police Funding Share shall be calculated as follows:

$$\frac{\textit{Participating Police Force Net Budget}}{\textit{Participating Police Force Total Net Budget}} \times 100 = \textit{Police Funding Share \%}$$

Where:

17.17.1 the *Participating Police Force Net Budget* = the total net budget of the relevant Home Office Force who is a Participating Police Force ("Net Budget") being:

17.17.1.1 in relation to that Home Office Force, the aggregate of the central government grant and the local precept for that Participating Police Force;

17.17.2 the *Participating Police Force Total Net Budget* = the total aggregate net budget of each Home Office Force who are Participating Police Forces being:

17.17.2.1 in relation to each Home Office Force who is a Participating Police Force, the central government grant and the local precept for each of the Participating Police Forces who are Home Office Forces.

17.18 The Parties agree that when a new Home Office Force becomes a Participating Police Force then from the date on which that new Participating Police Force is fully on-boarded onto the Platform and the Platform becomes that Participating Police Forces main web-site (the "**Full On-Boarding Date**"), the Police Funding Share shall be adjusted from the Full On-Boarding Date to reflect that new Participating Police Forces involvement under the terms of this Agreement, provided that there shall be no re-imburement of the Annual Amount which has already been paid by a Participating Police Force pursuant to clause 17.15.

17.19 If a Party fails to make payment to the Host Force pursuant to clause 17 or clause 18, the NCLST shall notify and discuss this with the relevant Party. If the Party continues to fail to make payment to the Host Force, the Host Force (acting reasonably) reserves the right to suspend the use of the Platform by that Party.

## 18. **FUNDING OF THE POLICE.UK WEBSITE**

18.1 The Parties agree that until April 2020, each Police Force shall continue to pay the Home Office directly for payments towards the use of police.uk.

18.2 From April 2020, each Party shall pay to the Host Force on an annual basis and in advance, that Party's contribution towards police.uk which shall be notified by the Host Force to each Party in advance of payment being required and shall be payable by each Party with 30 days of receipt of an invoice from the Host Force.

18.3 The contribution of each Party towards police.uk shall be calculated in accordance with the Police Funding Share but reference to a Participating Police Force in clause 17.17 shall be deemed to be replaced with references to a Party. The contribution to be paid by a Non-Home Office Force or Hosted Entity shall be agreed with the Host Force.

## 19. **RESERVE**

19.1 The Parties agree that a separate reserve account will be established which can be drawn down for the benefit of the Platform (the "Reserve"). It is anticipated that, once established, the Reserve shall have a credit balance of between £2,000,000 (two million pounds) and £3,000,000 (three million pounds) which shall be established pursuant to the fund referred to in clause 19.2. It is agreed that where reasonably practicable in the circumstances and subject to the approvals in clause 19.5, the Reserve shall be used to fund the items set out in clause 19.4 rather than additional amounts being paid by the Participating Police Forces.



- 19.2 The NCLST shall ensure that:
- 19.2.1 monies received through the Grant which are not spent;
  - 19.2.2 monies received from each of the Participating Police Forces before 1<sup>st</sup> April 2020 pursuant to clause 17; and
  - 19.2.3 any Annual Amount paid which is in excess of the funding required for the Platform or which is in excess of that required due to other Participating Police Forces joining the arrangement;
- shall be placed into a separate reserve account which can be drawn down by the NCLST for the benefit of the Platform (the "**Reserve**").
- 19.3 The level of the Reserve shall be reviewed on an annual basis by the DPC Programme Board or SOH Gold Group (as applicable) and if it is determined by the DPC Programme Board or SOH Gold Group (as applicable) that the level standing to the credit of the Reserve is greater than the level reasonably required and there are no future on-boarding activities to the Platform envisaged, the Annual Amount shall be reduced for the following Financial Year to take account of this.
- 19.4 Subject to clause 19.5, the NCLST shall be entitled to use the Reserves for:
- 19.4.1 breakage costs in the event that the G-Cloud Contract is terminated prior to its expiry date;
  - 19.4.2 legal costs in relation to any legal challenges or claims in relation to the Platform or the G-Cloud Contract;
  - 19.4.3 the purchase of specialist equipment or services for the NCLST;
  - 19.4.4 redundancy costs incurred should the size or make-up of the NCLST team require a change;
  - 19.4.5 the costs of any future, unforeseen resource requirements for the NCLST;
  - 19.4.6 inflationary increases in staff costs of the NCLST up until the start of the next Financial Year;
  - 19.4.7 any variances in costs due to a Police Force or Non Home Office Force joining the Platform post April 2020 and on a date that is later than anticipated;
  - 19.4.8 breakage costs due to a Participating Police Force exiting the Platform including any ancillary costs in relation to this;
  - 19.4.9 legal costs, fines (for example, from the information commissioner's office) or compensation costs relating to the G-Cloud Contract, the Platform or the Additional Platform Contracts;
  - 19.4.10 the future development of the Platform;
  - 19.4.11 on-boarding costs to the Platform where these are higher than anticipated;
  - 19.4.12 shortfalls in receipts due a Participating Police Force being delayed in on-boarding onto the Platform;
  - 19.4.13 future procurement in relation to a platform similar to the Platform;
  - 19.4.14 to provide a level of financial cover towards any associated risk from non-payment by a Participating Police Force or other associated body;
  - 19.4.15 for the purchase of any Assets needed by the NCLST provided that such purchase falls within the scope of the Roadmap;
  - 19.4.16 financing Liabilities that arise in connection with this Agreement;

- 19.4.17 to pay amounts due to the G-Cloud Supplier (including compensation on termination);
- 19.4.18 payments for Additional Platform Contracts;
- 19.4.19 payment for additional unexpected funding that arises pursuant to the terms of this Agreement; or
- 19.4.20 for such other reasons as are approved by the National Steering Group.

19.5 Prior to the NCLST making any withdrawal from the Reserve, it shall require the following approval and if such approval is not obtained the relevant Liability, cost or expense shall be funded in accordance with the remaining provisions of this Agreement:

- 19.5.1 the Product Owners shall be entitled to approve withdraws from the Reserve of up to £30,000;
- 19.5.2 the National Steering Group shall be entitled to approve withdrawals from the Reserve of up to £100,000;
- 19.5.3 the DPC Programme Board or SOH Gold Group (as applicable) shall be entitled to approve withdrawals from the Reserve of £100,000 or more,

and where this clause 19.5 refers to withdrawals, this shall apply to individual withdrawals provided that funding shall not be capable of being separated for the purposes of circumventing this clause.

19.6 If the amount of money in the Reserve falls below a threshold which shall be determined through the Escalation Procedure, it shall be determined through the Escalation Procedure as to whether the amount standing to the credit of the Reserve needs to be increased and if so how this shall be funded.

20. **REVIEW OF PROJECT ARRANGEMENTS AND VARIATION TO THE TERMS OF THIS AGREEMENT**

20.1 Without prejudice to the remaining provisions of this clause 20, it is agreed that this Agreement is in conjunction with s.23FA and s.23(G)(4) of the Police Act 1996 and that the terms of this Agreement can be amended at any time by written agreement between the Parties.

20.2 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in consultation with the Governance Boards to accommodate:

- 20.2.1 changing demands;
- 20.2.2 any changes in Legislation;
- 20.2.3 the practical requirements and day to day running of the Platform; and
- 20.2.4 any requirements of the Senior Responsible Officer, the DPC Programme Board (or its replacement) and the National Steering Group.

20.3 Without prejudice to clause 20.5, if it is determined that a Party does not have the power to enter into this Agreement or if a Party who is a Participating Police Force does not sign this Agreement, the Police Funding Share and the Liability Share shall be adjusted so as to share the liability and costs of the party who did not have the power to enter this Agreement or has not signed this Agreement between the remaining Participating Police Forces who do have the power to enter into this Agreement or have signed this Agreement, by an amount proportionate to the Police Funding Share and Liability Share of the remaining Participating Police Forces or Participating Police Forces who have signed this Agreement and such that the revised aggregate Police Funding Share and Liability Share for all of the Participating Police Forces who have the power to enter into this Agreement or have signed this Agreement shall equal 100%. In such circumstances, the Host Force shall use

reasonable endeavours to reduce the amounts which were payable by that Party who did not have the power to enter into this Agreement.

20.4 Subject to clause 20.5, the terms of this Agreement may be amended with the approval through the Escalation Procedure.

20.5 If an amendment is required to:

20.5.1 the funding of this Agreement other than in accordance with the provisions set out in this Agreement;

20.5.2 the Police Funding Share or the Liability Share other than as already set out in this Agreement; or

20.5.3 the governance arrangements which are set out in Schedule 1;

then this will require the written approval (such approval not to be unreasonably withheld or delayed) of each of the Parties to this Agreement who are affected or impacted by the relevant change. Where a Party is specifically represented on the DPC Programme Board and the DPC Programme Board approves the relevant change, that Party shall be deemed to have given its approval to the relevant change. If any Party fails to respond to a request to amend the terms of the Agreement set out above within such reasonable period as is specified by the DPC Programme Board at the time in accordance with the 50/50 Vote, such Party shall be deemed to have given its approval.

20.6 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the DPC Programme Board provided that if there is an amendment which falls within clause 20.5, the DPC Programme Board shall not be entitled to document the amendment until the approval of all of the Parties has been received in accordance with clause 20.5.

## 21. **EXTENT OF GENERAL AGREEMENT**

21.1 Where the Agreement does not deal with any issue pertinent to the conduct or management of the Programme, the issue shall be agreed in writing by the Parties and if necessary may result in a variation to the terms of this Agreement.

## 22. **TERMINATION OF AGREEMENT**

22.1 This Agreement shall continue indefinitely until:

22.1.1 no Party to this Agreement is using the Platform or any similar Platform and the G-Cloud contract or New Platform Contract (as relevant) has terminated or expired; or

22.1.2 it has been agreed that this Agreement shall not be extended to any other platform similar to or fulfilling the same purpose as the Platform which is to be procured by the Parties to this Agreement; or

22.1.3 it has become financially unviable to continue with this Agreement; or

22.1.4 the provisions of clause 7.17 apply; and

22.1.5 it is agreed by the DPC Programme Board (or its replacement) that this Agreement shall terminate.

22.2 If an individual Participating Police Force no longer wishes to have use of the Platform (a "**Terminating Police Force**"), it must give at least 12 months written notice to the Host Force (copied to the NCLST) that it no longer wishes to use the Platform, in which case the Host Force shall notify the G-Cloud Supplier and the Host Force shall work with the G-Cloud Supplier to remove the services provided to the Terminating Police Force from the scope of the G-Cloud Contract. In such circumstances, the NCLST and the Terminating Police Force shall co-operate together (acting reasonably and in good faith) and shall seek to agree an exit strategy to remove the Terminating Police Force from the Platform and the NCLST and the Terminating Police Force shall comply with the terms of that exit strategy

such that the Terminating Police Force can be removed from the Platform within a period of 12 months (or such other date as is reasonably agreed between the Host Force and the Terminating Police Force).

22.3 Upon an individual Police Force being removed from the Platform in accordance with clause 22.2, that Terminating Police Force shall:

22.3.1 no longer be included within the definition of a Participating Police Force from the date on which such Terminating Police Force ceases to use the Platform but for the avoidance of doubt shall continue to be included in the definition of a Party;

22.3.2 incur Liabilities and continue to be responsible for Liabilities under this Agreement which arose prior to them ceasing to be a Participating Police Force under clause 22.3.1;

22.3.3 ensure that all unpaid amounts due under this Agreement are paid immediately to the Host Force; and

22.3.4 be liable for any amounts which the Host Force has to pay to the G-Cloud Supplier as a result of any variation to remove such Participating Police Force under the terms of the G-Cloud Contract or any termination or compensation payments pursuant to the G-Cloud Contract.

22.4 At least:

22.4.1 12 months before the G-Cloud Contract is due to expire;

22.4.2 12 months prior to the proposed date of termination if it is agreed through the Escalation Procedure that an alternative solution to the Platform should be found and so the G-Cloud Contract should be terminated;

22.4.3 urgently if the Host Force serves a notice to terminate the G-Cloud Contract as the G-Cloud Supplier has been in default of the G-Cloud Contract and there are grounds to terminate the G-Cloud Contract and it has been agreed pursuant to clause 7.11 that the G-Cloud contract should be terminated,

the DPC Programme Board shall meet to discuss and agree the solution going forward and whether there should be a Host Force solution under which another Police Force shall take responsibility for the Platform on behalf of the other Police Forces, equivalent to the Host Force solution under the terms of this Agreement.

22.5 If it is determined pursuant to clause 22.4:

22.5.1 that the provisions of this Agreement are still relevant to any future proposed solution, the terms of this Agreement shall be amended to ensure that the provisions of this Agreement shall work alongside any new Platform, but shall otherwise continue on the same basis;

22.5.2 that a new procurement should be carried out, the provisions of clause 11.2 (G-Cloud Contract) shall apply;

22.5.3 that the provisions of this Agreement are no longer relevant to any new proposed platform to be implemented, then this Agreement shall terminate on the date on which it is agreed pursuant to the Escalation Procedure that this Agreement shall terminate.

22.6 If the G-Cloud Contract is terminated (in whole or in part) and any compensation is due and payable to the G-Cloud Supplier under the terms of the G-Cloud Contract ("**Compensation on Termination**"), then, subject to clause 19.4 and clause 22.7, each of the Participating Police Forces shall be liable for their Liability Share of the Compensation on Termination and shall indemnify the Host Force for this amount pursuant to clause 28 (Liabilities).

- 22.7 If the Host Force is liable to pay Compensation on Termination to the G-Cloud Supplier due to the Host Force having failed to comply with the notice provisions for termination in the G-Cloud Contract or if the Host Force has terminated the G-Cloud Contract for default of the G-Cloud Supplier or for another ground of termination in circumstances where it did not have proper grounds for termination, then (provided that the Host Force is acting alone and not on the basis of a collective decision made through the Escalation Procedure), the Host Force shall be solely liable for such Compensation on Termination and the provisions of clause 22.6 shall not apply.
- 22.8 This Agreement may be terminated by:
- 22.8.1 the Secretary of State pursuant to s.23H of the Police Act 1996;
- 22.8.2 the joint agreement of the Parties.
- 22.9 Any costs in relation to the transitioning of the Programme, the development of the exit strategy and any other costs in relation to the termination of this Agreement, shall, subject to clause 19.4, be shared between the Parties in accordance with the Liability Share.
- 22.10 If there are any amounts standing to the credit of the Reserve on the termination of this Agreement, then as soon as reasonably practicable following the termination of this Agreement, the Host Force shall pay to those Participating Police Forces who have paid an Annual Amount under clause 17.4 prior to April 2020 (the "**Original Participating Police Forces**") an equitable proportion of:
- 22.10.1 the amounts standing to the credit of the Reserve; minus
- 22.10.2 any Liabilities, costs and expenses which are anticipated still need to be paid from the Reserve.
- 22.11 For the purposes of clause 22.10, an equitable proportion for each Original Participating Police Force shall be an amount equal to the Police Funding Share of the Original Participating Police Forces only calculated by reference to the Net Budget of those Original Participating Police Forces as at the termination date and for the purposes of the calculation in clause 17.17 references to the Participating Police Forces shall be replaced with references to the Original Participating Police Forces. For the avoidance of doubt, this clause shall apply equally to any Original Participating Police Force who exits the agreement early pursuant to clause 22.2.
- 22.12 The following clauses shall survive the termination of this Agreement: clause 16 (Data Protection), including the terms of Schedule 8, clause 22 (Termination), clauses 23 (Records) 24 ((Audit and Inspection) 28 (Liabilities) clause 29 (Freedom of Information) 31 (Dispute Resolution) 33 (Governing Law) 40 (Confidentiality).
23. **RECORDS**
- 23.1 Each of NCLST and each Participating Police Force shall keep adequate and comprehensive records and accounts to enable it to perform its obligations under this Agreement and to meet its statutory obligations and to comply with any requests from third parties. For these purposes, such records shall be freely available to the other Parties to this Agreement and the Governance Boards and such records shall be managed on a regular basis. In particular, the NCLST shall:
- 23.1.1 maintain and operate effective monitoring and financial management systems;
- 23.1.2 keep a record of expenditure funded through the terms of this Agreement and retain all accounting records relating to this for a period of at least six (6) years after the end of the date of this Agreement. This shall include: original invoices; receipts; minutes from meetings; accounts; deeds and any other relevant documentation whether in writing or electronic form.
- 23.2 The NCLST shall provide an annual written statement, signed by the Director of Single Online Home and the Lead Force's treasurer, indicating that all expenditure is for the purpose set out in the Grant Agreement and under this Agreement.

23.3 On the termination or expiry of this Agreement, each Party retaining any record shall provide for a reasonable period of time, free access (including the Management of Police Information Guidance) to the other Parties to such records insofar as they relate to the period of this Agreement.

#### 24. **AUDIT AND INSPECTION**

24.1 The Parties agree that the DPC Programme Board (or its replacement) shall make arrangements with the Host Force for all statutory audits or inspections of the NCLST as required by internal audit teams, district auditors and other external auditors (including HMRC).

24.2 The Senior Responsible Officer shall share all findings with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with the Senior Responsible Officer as appropriate.

24.3 Clauses 24.1 and 24.2 are without prejudice to the operational independence of the Chief Officers and the Senior Responsible Officer and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality.

24.4 The Host Force and the other Parties to this Agreement will provide such information as is reasonably required, in accordance with standard audit practice, to demonstrate that the NCLST is performing in accordance with the standards set out pursuant to the terms of this Agreement.

#### 25. **LAWFUL CONDUCT**

25.1 Each Party must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all of the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities under this Agreement effectively, safely and in conformance with any applicable Legislation from time to time being in force.

#### 26. **POLICIES, PROCEDURES AND DOCUMENTS**

26.1 The Host Force shall notify the Parties of any policies, procedures or documents which need to be complied with by the Parties (which shall include any service level agreements or standards) (the "Agreed Policies"). Such policies, procedures and documents shall be agreed pursuant to the Escalation Procedure and shall be notified by the NCLST to each of the Parties.

Each:

26.1.1 Participating Police Force shall comply with each of the Agreed Policies;

26.1.2 Party who is not a Participating Police Force shall comply with any Agreed Policies which are not wholly connected to the Platform.

#### 27. **INSURANCE**

27.1 If there is any insurance that needs to be specifically taken out by the Host Force for the purposes of this Agreement, the Host Force shall take out any necessary insurance and the costs of obtaining such insurance shall be split between the Participating Police Forces in accordance with the Liability Share.

#### 28. **LIABILITIES**

28.1 The Parties agree that the general principle in this Agreement is that although the Host Force employs the NCLST for the Platform, any Liabilities incurred by the Host Force in relation to the Platform should rest with the Participating Police Forces and should, unless such Liability is covered by insurance or it is agreed pursuant to clause 19.5 to be covered by the Reserve, be shared between the Participating Police Forces in the manner set out in this clause 28. The remaining provisions of this clause 28 shall be subject to clause 19.4.

- 28.2 Save where set out elsewhere in this Agreement, in respect of any Liabilities arising in relation to:
- 28.2.1 the Platform;
  - 28.2.2 loss or corruption of Data or any Liability arising under Schedule 8;
  - 28.2.3 the NCLST;
  - 28.2.4 the G-Cloud Contract;
  - 28.2.5 any Additional Platform Contract;
  - 28.2.6 or this Agreement or any matter which is ancillary to this Agreement;

(the “**Liability Issues**”)

which are not covered by insurance or clause 19.4, and are incurred by the Host Force, each Participating Police Force who was a Participating Police Force on the date that the relevant liability arose shall indemnify the Host Force in respect of all such Liabilities in accordance with the share set out in clause 28.6 (including where such Liability has arisen out of the breach, negligent act or negligent omission or any other act or omission on the part of the Host Force, but not where the Host Force has failed to comply with the decisions of the relevant Governance Board or has failed to act in good faith or fraudulently or has wilfully breached this Agreement, in which case the Host Force shall be solely liable for such Liability).

- 28.3 Where a Participating Police Force incurs a Liability which has been caused by an act or omission of the Host Force, the Liability shall be shared in accordance with clause 28.6.
- 28.4 For the avoidance of doubt and notwithstanding clause 17.6, there is no cap or limitation on a Party’s liability under the terms of this Agreement.
- 28.5 For the avoidance of doubt, the Host Force shall share in the Liabilities under this Agreement in its capacity as a Participating Police Force.
- 28.6 To the extent that:
- 28.6.1 the Participating Police Forces have agreed to share in the Liability pursuant to clause 28.2 or clause 28.3; or
  - 28.6.2 a Liability is incurred in relation to the Liability Issues by one or more of the Parties to this Agreement (other than the Host Force) which has not been caused by an individual Party as set out in clause 28.10 and is not covered by insurance,

such Liability shall be shared between the Participating Police Force who were Participating Police Forces on the date that the relevant liability arose in proportion to each Participating Police Force’s Liability Share on the date the relevant Liability arose.

- 28.7 The Liability Share for each Participating Police Force shall be calculated as follows:

$$\frac{\text{Individual Participating Police Force Annual Amount}}{\text{Participating Police Force Total Annual Amount}} \times 100 = \text{Liability Share \%}$$

Where:

- 28.7.1 the *Individual Participating Police Force Annual Amount*= the annual amount payable by an individual Participating Police Force under the terms of this Agreement being (as applicable):
  - 28.7.1.1 subject to clause 28.8, in relation to a Home Office Force, the Annual Amount payable by the relevant Participating Police Force (minus any amounts payable under clause 17.4.5 or clause 17.7);

- 28.7.1.2 subject to clause 28.8, in relation to a Non Home Office Force or Hosted Entity the annual amount payable by that relevant Home Office Force or Hosted Entity as calculated in accordance with clause 17.5 (but minus any amounts equivalent to those set out in clause 17.4.5 or clause 17.7),
- 28.7.2 the *Participating Police Force Total Annual Amount* = the total aggregate amount payable for each Participating Police Force (including Home Office Forces, Non Home Office Forces and Hosted Entities) as set out in clause 28.7.1.1 and 28.7.1.2,
- provided that in relation to the period of time between the Initial On-Boarding Date for a Participating Police Force and April 2019, the Liability Share shall be calculated on the basis of the amounts set out in clause 28.7.1.1 and 28.7.1.2 which are anticipated will be paid by that Participating Police Force.
- 28.8 The Parties agree that when a new Home Office Force, new Non-Home Office Force or new Hosted Entity becomes a Participating Police Force then from the date on which that Party becomes a Participating Police Force in accordance with clause 9.8, the Liability Share shall be adjusted from the date on which they become a Participating Police Force, but until the Full On-Boarding Date shall be calculated based on the anticipated Annual Amount that shall be payable by that Participating Police Force.
- 28.9 Nothing in this clause 28 shall limit the Parties' duty to mitigate their loss.
- 28.10 Subject to clauses 28.1, 28.2, 28.3 (which shall apply in relation to any liability or default of the Host Force) , 28.11 or 28.12, where a Liability has arisen in relation to the Liability Issues due to a Party:
- 28.10.1 being in breach of the provisions of this Agreement;
- 28.10.2 individually causing a Liability or being negligent or carrying out an act or omission; or
- 28.10.3 being in breach of Legislation
- (the "**Default**")
- that Party ( the "**Defaulting Party**") shall be solely liable for such Default and indemnify the other Parties against all Liabilities incurred by the other Parties as a result of the Defaulting Party's Default and shall also be liable for any other Liability incurred by that Defaulting Party in connection with such Default.
- 28.11 A Defaulting Party shall not be liable under clause 28.10 where its Default was carried out with the approval, or under the instruction, of the Senior Responsible Officer or one of the Governance Boards in which case each Participating Police Force shall share in the Liability in accordance with clause 28.6.
- 28.12 The costs of handling any claims shall be dealt with in accordance with the same principles as are set out under this clause 28. The Host Force shall be responsible for handling any claims under this Agreement.
- 28.13 The Parties to this Agreement shall provide all reasonable support, co-operation, information and assistance that any other Party may require in handling, disposing or dealing with a claim in a timely manner.
- 28.14 The NCLST shall notify the other Parties of any Liabilities arising under this Agreement as soon as is reasonably practicable.
- 28.15 This clause 28 shall survive termination of this Agreement.
- 28.16 Where the Host Force recovers any damages from the G-Cloud Supplier in the relation to the Platform and the issue leading to such damages affected one or a smaller number of Police Forces only (the "**Affected Forces**") (and it shall be for the DPC Programme Board to determine whether only one or a smaller number of forces have been affected), such



damages shall be shared between the Affected Forces in proportion to the Liabilities incurred but the Host Force shall first be entitled to recover all costs and expenses (including legal expenses) in pursuing the relevant claim.

28.17 Where the Host Force recovers any damages from the G-Cloud Supplier in the relation to the Platform pursuant to the G-Cloud Contract and the provisions of clause 28.16 do not apply, such damages shall at the discretion of the SRO (who shall receive a recommendation from the National Steering Group) either:

28.17.1 be shared between the Participating Police Forces in proportion to the Liability Share; or

28.17.2 be deposited into the Reserve.

28.18 Each party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Liabilities for which the relevant Party is entitled to bring a claim against the other Parties pursuant to the indemnities in this Agreement.

## 29. **FREEDOM OF INFORMATION**

29.1 The Parties accept that each of the Parties are public authorities for the purposes of Access to Information Legislation, including the Freedom of Information Act 2000, and as such, are individually required to respond to any valid requests made to them for information held by them pursuant to such applicable legislation.

29.2 The Parties further accept that subject to clause 29.1 in certain situations, the Host Force, or any contractor operating under the control of the Host Force in respect of the performance of this Agreement, may be deemed under the Access to Information Legislation to be holding information on behalf of one or more of the other Parties.

29.3 In the event that any of the Parties receives a request under the Access to Information Legislation for information:

29.3.1 to the extent a Party is subject to all or any part of the Access to Information legislation, it shall comply with its obligations in respect of its Own Data;

29.3.2 the Parties agree that the Platform is not a national database of Agreement Personal Data;

29.3.3 in the event that the request relates to this Agreement and/or the Platform, they will , if required, notify the NPFDU on the same day and:

29.3.3.1 to the extent that they hold any such information, they will respond to the applicant having first sought advice from the NPFDU; or

29.3.3.2 to the extent that they do not hold any such information, they will direct the applicant to the NPFDU having sought advice from the NPFDU on the appropriate response;

29.3.3.3 to the extent that such information is not physically held by the Party subject to the request, but is held by or under the control of the Host Force on behalf of Party that has received the request; and/or, although clause 29.3.3.1 applies, the Party cannot access the relevant information within their Own Data on the Platform to comply with the request, they shall promptly notify the Host Force by secure e-mail to: **the NCLST** with details of the information request and/or details of all such information that they reasonably request, together with a named point of contact and return secure e-mail address and clause 29.4 shall apply.

29.4 Where the Host Force has been requested to assist with a request by another Party pursuant to clause 29.3.3.3:

- 29.4.1 the Host Force shall to the extent in the possession or under the control of the Host Force, provide confirmation of that and a copy of the relevant information to the requesting Party within 5 working days of its receipt of the request (or where clause 29.4.2 applies, within 3 working days of confirmation pursuant to clause 29.4.3;
  - 29.4.2 in the event that the Host Force considers that the time involved in locating and collating the requested information would exceed 18 hours, it shall notify the Party subject to the request of this, together with the information used to reach this conclusion within 3 working days of its receipt of the request;
  - 29.4.3 in the event that the Party subject to the request still considers that the information is required, it shall confirm the written request.
- 29.5 Where the Party subject to a request under clause 29.1 does not have the requested information in its possession directly, or indirectly through the Host Force, but knows that another Party does so in its own capacity, it shall promptly transfer the request to that other Party and that other Party shall deal with the request in accordance with this clause 29.
- 29.6 In the event that clauses 29.2, 29.3 or 29.4 apply and the Party subject to the request receives:-
- 29.6.1 a request for an internal review of its response to the request;
  - 29.6.2 notification that the Information Commissioner is reviewing any refusal to provide any of the requested information; or
  - 29.6.3 notification of any tribunal proceedings resulting from its response and/or refusal;

it shall promptly notify the relevant Police Force or other Party (and if required seek advice from the NPFDU).

### 30. **HEALTH AND SAFETY**

Each Party shall be responsible for the Health and Safety of his own police officers and police staff/staff and any other officers and police staff/staff under his Direction and Control as a result of a posting, secondment or otherwise. For the avoidance of doubt, the Host Force shall be responsible for the Health and Safety of any officers who are seconded to the NCLST.

### 31. **DISPUTE RESOLUTION**

If a dispute arises, the provisions of Schedule 2 (Dispute Resolution Procedure) of this Agreement shall apply.

### 32. **LEGAL COMPLIANCE**

- 32.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their police officers, police staff, volunteers and any other individual or individuals working in the Programme in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment Legislation, and the Health and Safety Act 1975.
- 32.2 Nothing in this Agreement shall affect, fetter or otherwise qualify the operational independence of any of the Parties who are party to this Agreement.

### 33. **GOVERNING LAW AND JURISDICTION**

The Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and be construed in accordance with English and Welsh Law and, without prejudice to the dispute resolution procedure, the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

34. **ASSIGNMENT**

34.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of Law.

34.2 This Agreement will be binding on and will ensure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

35. **WAIVER**

35.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.

35.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.

35.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

36. **COUNTERPARTS**

36.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

37. **NOTICES**

37.1 Any notices required in relation to the day to day running of the Platform and other operational matters of the Platform shall be dealt with by the Director of National Single Online Home and no formal notices shall be issued under the remaining provisions of this clause 37 in relation to such matters.

37.2 Subject to clause 37.3, any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be e-mailed to the recipient at its e-mail address marked for the attention of the Chief Officer or the appropriate Policing Body or other Party to this Agreement (as applicable).

37.3 Any demand, notice or other communication to be served on the Host Force (copied to the NCLST) shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post, or by email marked for the attention of the Director of Single Online Home or the Host Force (copied to the NCLST).

37.4 Any such demand, notice or communication (as set out in clause 37.2 or 37.3) shall be deemed to have been duly served:

37.4.1 if given by e-mail it will be deemed to have been served, subject to clause 37.4.2 below, at the time of sending the e-mail, provided that any notice served by e-mail will be confirmed by letter sent by post or delivered personally as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this clause 37.4.1 and clause 37.4.2;

37.4.2 if an automatic electronic notification is received by the sender within twenty-four (24) hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e-mail shall be deemed not to have been served;

- 37.4.3 if sent to that party's address by pre-paid first class post, or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9am on the next Business Day after the date of posting;
  - 37.4.4 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 37.4.3), at the time the notice is delivered to or left at that party's address; or
  - 37.4.5 provided that if a notice is deemed to be served before 9am on a Business Day it will be deemed to be served at 9am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 4pm on a Business Day it will be deemed to be served at 9am on the immediately following Business Day.
- 37.5 To prove service of a notice it will be sufficient to prove that the provisions of clause 37.4 were complied with.

**38. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 38.1 Subject to clause 38.2, a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. A Party to this Agreement who is not a Participating Police Force shall have no right to enforce the terms which apply to a Participating Police Force.
- 38.2 This clause does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to her under the terms of this Agreement.

**39. INTELLECTUAL PROPERTY**

- 39.1 The Parties agree that pursuant to the terms of the G-Cloud Contract, the Host Force shall procure that the G-Cloud Supplier shall grant to each of the Participating Police Forces, a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the CDS Background IP for UK policing purposes. There is no obligation on the Host Force to provide any further licence to a Participating Police Force.
- 39.2 Each Participating Police Force acknowledges that any CDS Background IP shall be licensed to the Participating Police Force under the G-Cloud Contract only for use in connection with the Platform. Under no circumstances shall such licence include any licence or right of access in relation to any source code of such programs except as may be agreed in writing between the Host Force and the Participating Police Force. Each Participating Police Force acknowledges that IP in such source code shall remain the property of the G-Cloud Supplier or the relevant third party owner as the case may be. A Participating Police Force shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.
- 39.3 The Parties acknowledge that all Foreground IP shall vest in and be owned absolutely by the Host Force under the terms of the G-Cloud Contract. The Host Force shall grant to each of the Participating Police Forces a perpetual, royalty free, non-exclusive, non-transferable, irrevocable licence to use all Foreground IP in order to allow the Participating Police Force to access and use the Platform for the purposes described in this Agreement.
- 39.4 Each Participating Police Force grants to the Host Force (who shall in turn grant to the G-Cloud Supplier under the terms of the G-Cloud Contract) a non-exclusive, irrevocable, royalty-free licence to use the Participating Police Force's trade marks and logos and any other materials supplied by the Participating Police Force during the term of the G-Cloud Contract.
- 39.5 Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this clause.
- 39.6 Each Participating Police Force grants to the Host Force (who shall in turn grant to the G-Cloud Supplier) a non-exclusive, royalty-free licence to use the Participating Police Force's Background IP for the duration of the G-Cloud Contract for the purpose of the services under the G-Cloud Contract. Any additions, improvements, adaptations,

enhancements or modifications to a Participating Police Force's IP that are made by or on behalf of the G-Cloud Supplier shall belong to Host Force unless such addition, improvement, adaptation, enhancement or modification will be used solely by a Participating Police Force (which is acknowledged to be unusual) in which case such additions, improvements, adaptations, enhancements or modifications to a Participating Police Force's IP shall belong to that Participating Police Force. For the avoidance of doubt the Participating Police Force shall retain all rights of title in any of its Background IP and all items provided to the G-Cloud Supplier under this Agreement.

#### 40. **CONFIDENTIALITY**

40.1 Subject to clause 40.2, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow the other Parties and in particular the Participating Police Forces to perform their functions and operate effectively.

40.2 It shall be agreed through the Escalation Procedure as to whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons.

40.3 Clause 40.2 shall not apply to:

40.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;

40.3.2 any disclosure required by operation of Law, including the Data Protection Act 2018, the Freedom of Information Act 2000, GDPR and/or Section 23E of the Police Act 1996;

40.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

40.3.4 any disclosure to enable a determination to be made under clause 31 (Dispute Resolution);

40.3.5 any disclosure required by Law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of Law;

40.3.6 any disclosure of information which is already Lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

40.3.7 any disclosure by a Party to a department, office or agency of the Government;  
or

40.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

#### 41. **EQUALITY AND DIVERSITY**

41.1 The Parties shall and shall procure that their employees, agents and sub-contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

41.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement and the Policing Code of Ethics.

42. **VAT**

42.1 Sums payable under this Agreement are exclusive of VAT. VAT will be charged at the appropriate rate on any supply made under this Agreement according to the tax point date, in line with the VAT Act 1994 and HM Revenue and Customs guidance. A VAT invoice will be issued (by the MPS) subject to the submission of a purchase order from the recipient force.

42.2 Where this Agreement requires one party ("**Party A**") to reimburse another party ("**Party B**") for any cost or expense, Party A shall reimburse Party B for the full amount of such cost or expense, including any part of it which represents VAT, save to the extent that Party B is entitled to credit or repayment in respect of VAT from HM Revenue & Customs.

43. **SEVERABILITY**

43.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the Laws of the jurisdiction and so that the amended clause complies with such Laws.

43.2 If the Parties cannot agree upon the terms of any amendment or novation within six (6) months of the date upon which a clause is determined to be illegal or invalid then the Parties agree to submit the terms of the amendment or novation to an expert for determination. The Parties agree that the expert's decision in this respect shall be final and binding.

44. **SEVERAL LIABILITY**

Each of the Parties (including, for the avoidance of doubt, each of the Participating Police Forces) will be severally liable for all obligations, representations, and indemnities that are entered into or made under this Agreement.

45. **FURTHER ASSURANCE**

The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

46. **CONTINUANCE IN FORCE**

46.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.

46.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each Party accrued prior to such expiry or termination.

46.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

47. **ENTIRE AGREEMENT**

47.1 This Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties.

47.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of contract provided that this does not exclude any liability which either party would otherwise have to the other party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of

this Agreement which is induced by fraud for which the remedies available shall be all those available under the Law given in this Agreement.

# **SCHEDULE 1**

## **Governance**

### **Part 1 - Introduction**

#### **1. Introduction and Scope**

- 1.1 The aim of this Schedule 1 is to define and communicate the terms of reference for the National Steering Group and the DPC Programme Board including the National Steering Group's and the DPC Programme Board's purpose, governance, memberships and roles, as well as principle ways of working. The intention is to establish and design a Platform in a way that is sustainable and therefore this Schedule 1 is cognisant of the Programme but should be read in the context of the Programme ceasing in March 2020.
- 1.2 The expectation is that the Participating Police Forces should each be able to join an operating model that works and does not require overhaul in 12 – 18 months' time. This Schedule 1 may need to be amended as the number of Participating Police Forces increases, but the intention is to deliver a service that is stable from the outset.
- 1.3 The Platform is operationally delivered by the NCLST, hosted by the Host Force. It is founded on a set of governance principles, on the basis that decisions will be made collaboratively, informed by public user evidence, strategic stakeholder requirements and operational user requirements.

#### **2. Hierarchy**

- 2.1 During the lifetime of the Programme, the National Steering Group is a sub group of the DPC Programme Board.
- 2.2 The DPC Programme Board Chair (who will be the SRO or NPCC Lead (as applicable)) will be accountable to the Digital Policing Board and the Police Reform Transformation Board who are the decision making bodies for centrally funded investment and change. In April 2020, the DPC Programme Board will procure that an NPCC Lead be appointed to fulfil the role of SRO for the Platform and chair the SOH Gold Group, and the National Steering Group will report to the SOH Gold Group.
- 2.3 All key decisions, risks and issues related to the running of the Platform and which alter the direction of the Roadmap or funding should be submitted to the DPC Programme Board via the National Steering Group in accordance with the Escalation Procedure.

### **Part 2 – Terms of Reference for the National Steering Group**

#### **3. Purpose**

- 3.1 The purpose of the National Steering Group is to:
  - 3.1.1 fundamentally to 'steer' the Platform. The day to day decisions will rest with the NCLST, with responsibility for the decisions of the NCLST resting with the Director of National Single Online Home for Policing who will lead the NCLST;
  - 3.1.2 consolidate, prioritise and agree the Roadmap for the Platform based primarily on user evidence, taking into account the views of strategic stakeholders and operational customers within Police Forces. Products and services will be agreed for the Roadmap ensuring the overall strategy and vision of the Programme is implemented (in essence, making public digital contact with police easier and more consistent); and



- 3.1.3 enable the Director of National Single Online Home, and the Product Owners, to be subject to appropriate assurance at a working/ tactical level through national policing collaboration.
- 3.2 The National Steering Group will enable regional leads, and through them Police Forces, to influence the Roadmap, and be involved in the Platform oversight process.
- 3.3 The Roadmap, and the products and/or deliverables it contains, are the 'steer' that the NCLST shall work from in order to make their decisions about the operation and development direction of the Platform.
- 4. **Role**
- 4.1 The Platform operates as a collaboration between Police Forces, who join the Platform as stakeholders and not customers. All Police Forces are expected to participate through the steering group structure, initially through the National Steering Group, and then as the number of Participating Police Forces grow, through a regional structure (to ensure the national meeting remains practical and manageable with consistent attendance) and as further described in clause 12.2.
- 4.2 The development of the Platform, both in terms of content and technical capabilities is iterative, and constructed using an agile methodology. Not all products and services (which shall be developed through epics) are expected to be known at the start, and there is an ethos of continuous improvement with funding for development being a key part of the ongoing budget.
- 4.3 The National Steering Group shall have the responsibility for the definition, prioritisation and agreement of the Roadmap as well as the initial backlog and shall confirm it represents a collaborative view and approach.
- 4.4 To ensure that the National Steering Group is equipped to agree the Roadmap and provide a national check and balance, the Product Owner's primary role will be working with the Director of National Single Online Home and Head of Content, to groom the backlog and in the context of the National Steering Group to present the iterative proposed Roadmap and identify new products and services for consideration. The Product Owners will do this by:
  - 4.4.1 presenting evidence through tasking of insight and analytics as to user behaviour on the current Platform;
  - 4.4.2 liaising with public user groups and forums for niche communities and/or partners (such as firearms licence holder groups, or victim support);
  - 4.4.3 reviewing evidence from user satisfaction surveys, public feedback to the site, social media, other such forums, and other public survey tools.
- 4.5 The National Steering Group will be a platform to provide evidence of relevant liaison across policing and government with key senior stakeholders, such as NPCC portfolio leads, strategic leads in Police Forces using/joining the platform, and Government departmental leads including consultation with external bodies. This will ensure a collaborative understanding of priorities/opportunities/threats that can be influenced by the Platform.
- 4.6 The National Steering Group is a mechanism for providing evidence of the above and steering what is required in terms of required stakeholder engagement across operational and corporate user groups.
- 4.7 The National Steering Group will provide a forum whereby assurance is provided to ensure Platform priorities are set out and the Roadmap maintained in a way that delivers the core strategies and plans of the wider Programme.
- 4.8 Each of the items listed in paragraph 4.10 should be covered regularly with a report in a standard format. It is the responsibility of the Product Owners to produce the report. This is in addition to the Roadmap review.

- 4.9 It is recognised by the governance process that each of the items in paragraph 4.10 do not need to be covered in detail at each National Steering Group meeting, and the agenda specifying which themes require an update will be specified by the Product Owners on a meeting by meeting basis.
- 4.10 The items listed below should be covered in a report in a format which is agreed by the Product Owners and the agenda of items to be covered shall be set by the Product Owners:
- 4.10.1 the Roadmap;
  - 4.10.2 organisational and operational risk registers;
  - 4.10.3 Force performance directly related to the Platform;
  - 4.10.4 development by the G-Cloud Supplier - delivered, scheduled and proposed;
  - 4.10.5 service launch and maintenance;
  - 4.10.6 training requirements;
  - 4.10.7 business change requirements;
  - 4.10.8 transition progress;
  - 4.10.9 the section 22 agreement which relates to the Programme;
  - 4.10.10 internal audit plans;
  - 4.10.11 data integrity;
  - 4.10.12 service management issues;
  - 4.10.13 business benefits (clarity against Force performance – it can go up or down);
  - 4.10.14 integrity and compliance;
  - 4.10.15 any other items which are considered need to be covered by the Product Owners.
- 4.11 National Steering Group will seek and maintain where necessary a consolidated view of issues and risks that need to be reported to the DPC Programme Board.
- 4.12 At the conclusion of the DPC Programme Board as the overarching body in April 2020, a strategic group will replace the DPC Programme Board which will consist of the same membership as for the DPC Programme Board (save for any roles which do not exist at that point in time) (the "SOH Gold Group").
- 4.13 As detailed in the Agreement, the current financial position of the Platform (presented by the contract and finance Manager from the NCLST) will be presented through the National Steering Group to ensure confidence that development is tasked to supplier(s) within budget, and thereby due consideration is given to the epic Roadmap in this regard. Other than inflationary increases, the National Steering Group may not authorise any action which would increase the charge to a Participating Police Force beyond those amendments that can be made pursuant to the terms of this Agreement.
- 4.14 The report on finances, the impact on charging to Police Forces and the spend of development, staff and the hosting, support, infrastructure budgets should be reported to the DPC Programme Board (and future equivalent ie: the SOH Gold Group) by the National Steering Group. The Product Owners shall take the responsibility for such reporting.

4.15 The National Steering Group will review the elements placed into the charging model annually and assure thereby that charges made to Participating Police Forces are fair, necessary and proportionate, without breaching the overall budgetary limits. Clause 17.11 and 17.12 shall apply to any Excess Increase to the charges.

4.16 Business and regional leads will update at the Regional Steering Groups and the Regional Steering Groups will in turn feed into the National Steering Group progress of key milestones against the overall project plan and the Roadmap. This should measure against the benefits and deliverables (including timescales/cost/quality). Regional groups will be established as soon as the number of Participating Police Forces on the Platform extends beyond the initial pilot and early adopter Police Forces, as further described in clause 12.2.

## 5. **Role of the Regional Steering Groups**

5.1 The Regional Steering Groups shall in relation to the Participating Police Force's in that Region:

5.1.1 provide an update to the National Steering Group as soon as reasonably practicable and in any event in sufficient time prior to a meeting of the National Steering Group with key discussion points, decisions sought and decisions made within the Regional Steering Groups. The National Steering Group will in turn provide an update to the DPC Programme Board (or future equivalent ie: the SOH Gold Group) meeting on a quarterly basis, or more frequently by exception;

5.1.2 monitor the progress of key programme / project plans to deliver against the Roadmap and Programme agenda and the wider digital policing portfolio strategic objectives, and outcomes from strategic planning and monitoring;

5.1.3 coordinate the implementation of digital services through the Platform in a collaborative approach using all reasonable endeavours to feed a collaborative view to the National Steering Group. Where significant changes are sought to the provisionally agreed Roadmap, a consensus will be sought as to whether this needs to be escalated to the DPC programme Board or SOH Gold Group (as appropriate);

5.1.4 review and approve requests for change on the basic Roadmap deliverables that do not fundamentally alter the strategic delivery;

5.1.5 consider strategic horizon scanning issues;

5.1.6 review and consider any amendments and/or updates to the Roadmap and new service launch;

5.1.7 feed into the National Steering Group whereby decisions will be reached through collaboration as to new service launch, development or any other epic change;

5.1.8 consider communication strategies required; and

5.1.9 consider any other items of business which require collective discussion.

5.2 The Regional Steering Groups shall have sole authority if the decisions are critical for continued operational delivery or have no or little impact to commercials, schedules, risk or service management and have no impact on any Participating Police Force outside of the Region. Any decision made under this paragraph 5.2 must be notified to the Product Owners. In such circumstances, these decisions will be reached with consideration to user evidence and experience, strategic and operational views, as a collaboration. Where a collaborative decision cannot be reached, the Product Owners will have joint authority to make the final decision in accordance with the Escalation Procedure. Where a joint decision cannot be reached between the Product Owners, the SRO or NPCC Lead (as appropriate) ultimately has the authority to make the decision in accordance with the Escalation Procedure.

5.3 The Regional Steering Groups will consider both the operational and organisational risk register and project RAID log following business lead updates, and any impacts these may have upon delivery of organisational aims and objectives.

5.4 The Regional Steering Groups shall update the National Steering Group as soon as reasonably practicable following conclusion of the relevant Regional Steering Group of the matters arising out of the Regional Steering Group meeting.

## 6. **Risk Ownership**

6.1 This schedule intends to give an overview of responsibility and risk associated with design, build, operation and delivery of the Platform and associated services.

6.2 The operational delivery and service management of the Platform is provided by the NCLST. The NCLST is accountable to the SRO or NPCC Lead (as appropriate), for the delivery and running of the Platform in the direction of the Roadmap. The Roadmap, and other operational issues, are steered and assured at a strategic level by the National Steering Group. Technical assurance is provided by the relevant design bodies as shown in the diagram in Appendix B.

6.3 The Director of National Single Online Home is responsible for its ongoing operational service, and working to the development (technical and content) direction set by the National Steering Group in terms of the Roadmap. Prior to the appointment of the Director of National Single Online Home being appointed, this role will be taken by the Product Owners.

6.4 Accountability for delivery of the Platform is that of the SRO (or NPCC Lead) (as appropriate) for the Programme. The DPC Programme Board chaired by the SRO will seek decisions related to the Programme which shall be taken on a 50/50 basis with the Host Force having 50% of the vote and the remaining board members having 50% of the vote. If a decision is made by the National Steering Group then it is this decision which shall be followed. If the National Steering Group is unable to make a decision then the provisions of the Escalation Procedure shall apply.

6.5 No Liability is assumed by the National Steering Group or through any member of the group or the organisation they represent, other than as detailed in the Agreement. The detailed provisions in relation to Liability are as set out in clause 28 of the Agreement and it is these provisions that will apply in relation to the sharing of the Liability under the Agreement.

## 7. **Governance of the National Steering Group**

7.1 The meeting will be held quarterly face to face, in accordance with the agenda set out at Appendix A.

7.2 The meeting will be chaired by the Product Owners.

7.3 A schematic showing the overarching governance structure and Project Boards that feed into this structure is attached at Appendix B.

7.4 The National Steering Group will operate on the basis of the 50/50 Vote between the Host Force and the remaining members of the Board (ie: not including the Host Force) (with the remaining members of the Board being able to act individually and not collectively). If a decision cannot be made, the Escalation Procedure shall apply. The Host Force and the remaining Participating Police Forces both have Product Owners appointed to the National Steering Group, who will take professional advice from the relevant team members of the NCLST. Both Product Owners shall maintain operational independence from each other as well as the Director of Single Online Home, are expected to have current policing operational experience across a broad range of policing responsibilities, and should be supported in decision making based on the national decision making protocol.

7.5 The principle of decision making should be that evidence is provided against the following three areas to the group, and that from that a discussion is held against which consensus should be gained:

7.5.1 public user evidence

7.5.2 strategic stakeholder requirements

7.5.3 operational user requirements.

7.6 If a decision cannot be reached at the National Steering Group, then the members of the National Steering Group shall seek to meet a consensus. If an agreement cannot be made at the National Steering Group, then as further set out in the Escalation Procedure, the Product Owners shall seek to reach a decision. If the Product Owners cannot reach a decision then this shall be escalated to the DPC Programme Board in accordance with the Escalation Procedure.

## 8. **Outputs of the National Steering Group**

8.1 For the duration of the Programme, the Product Owners will administer and minute the meetings. After the Programme is completed, the NCLST will administer and minute the meetings. The agenda and supporting reports/papers will be distributed 4 Business Days prior to each meeting of the National Steering Group. Minutes and actions will be circulated within 5 Business Days after the meeting by the NCLST. In the interim prior to the NCLST being in place, the Product Owners will provide support in this area.

8.2 Report submissions to support agenda should be made using the standard template. Reports should ideally be no more than two pages long with additional information being provided separately upon request.

8.3 Highlight reports and RAID logs should be made using the standard change template. Operational risk registers should also be submitted on this template and in line with the timeline noted above. These will be made available to the National Steering Group members.

8.4 The National Steering Group will inform the DPC Programme Board of all decisions made by the National Steering Group so that if required any formal review can be completed.

8.5 Decision logs will be maintained and included in the minutes of any meeting and shall be the responsibility of the Product Owners.

## 9. **Membership and roles of the National Steering Group**

9.1 Membership is limited to the following roles:

### Permanent

Chair (Product Owners)

Director of National Single Online Home (once appointed)

National Product Owner

Host Force Product Owner

Platform Service Manager

Delivery Manager

Head of Content

Regional leads (once regional groups established) – one from each Region (including Wales)

Contract/Finance Manager

Technical Supplier Senior Leadership Representative (Open session only)

Optional (according to agenda)

Force Transition (Onboarding) lead

Security Accreditor

together (“the Group”)

- 9.2 The Group shall meet quarterly and attendance is mandatory.
- 9.3 Deputies of the Group are not required to attend unless addressing a specific agenda item and by prior agreement with the Chair.
- 9.4 The Group shall meet where necessary in addition to the standardised quarterly requirements whereby any key decisions or collaborative discussions are required.
- 9.5 Until March 2020, it may be expected that the National Steering Group will specifically meet more often in order to define and prioritise epics to the detail required in order to ensure effective use of the Grant monies provided for technical development as the Platform is established.
- 9.6 DPC Programme Board at present meet monthly, and the National Steering Group may do likewise.
- 9.7 The diagram at the end of this Schedule sets out an overview of the governance structure. Diagram 1 sets out the position pre April 2020 and diagram 2 sets out the position post April 2020.

### **Part 3 – DPC Programme Board Terms and Reference**

#### **10. Introduction**

- 10.1 These Terms of Reference for the DPC Programme Board have been agreed in principal but need to be ratified by the next DPC Programme Board in accordance with the 50/50 Vote. All amendments to these Terms of Reference will be subject to the approval of the DPC Programme Board in accordance with clause 12 and this Part 3 of Schedule 1.
- 10.2 These Terms of Reference have a review period of 6 months and shall be reviewed by the DPC Programme Board if there is any change in scope of the portfolio or subordinate Programmes.

#### **11. Hierarchy**

- 11.1 The DPC Programme Board will be chaired by the Senior Responsible Officer and will oversee and be accountable for the development and delivery of the Programme.
- 11.2 The DPC Programme Board is responsible for delivery of the Programme but will delegate responsibilities to the Programme Lead and sub governance structure in line with the approved scheme of delegation as set out in paragraph 15 of this Schedule 1.
- 11.3 In terms of the Platform, the principle of decision making should be that evidence is provided against the following three areas to the DPC Programme Board:

11.3.1 public user evidence;

11.3.2 strategic stakeholder requirements;

11.3.3 operational user requirements;

and that from that a discussion is held against which consensus should be gained.

11.4 It is agreed that consensus in relation to decision making is the most desirable outcome and that the members of the DPC Programme Board shall use reasonable endeavours to act collaboratively and reach a mutual decision in relation to a consensus vote (the "Consensus Vote"). If consensus is unable to be reached through the Consensus Vote, decisions related to the Platform will be made on the basis of a 50/50 Vote. The DPC Programme Board, chaired by the SRO, will seek decisions with the Host Force having 50% of any vote and the remaining DPC Programme Board members (ie: excluding the Host Force members) having the other 50% (with other members acting individually rather than collaboratively). If agreement cannot be made and a stalemate situation is reached, the SRO shall have the final decision.

### Scope and exclusions

The following is a summary of the core delivery scope of the DPC Programme Board, detail of which is provided within the Outline Business Case and subsequent Business Cases approved by the Home Office:

- **Single Online Home for Policing:** The delivery of the core enabling platform in partnership with the the Host Force. This includes SOH Managed Service Design: The design of the managed service regimes for SOH in Business As Usual (BAU) operations. This includes Services Extension: Extension of the services delivered on SOH to deliver further value add in accordance with the service roadmap.
  - This explicitly excludes "Business Transition to SOH: The approach to transition from the development phase to BAU for forces. The assessment of business readiness for forces to transition to SOH, business on-boarding to the service and the transition from force current state to SOH service".
- **Social Media Workstream:** Developing the use of social media as a Contact Channel, Engagement Channel and as a service for Children & Young People
  - This explicitly excludes "Business Transition: The approach to transition from the development phase to BAU for forces. The assessment of business readiness for forces to transition to a national platform, business on-boarding to the service and the transition from force current state to a national service".
- **Police.uk and Associated Bodies Workstream:** The re-use of the SOH core platform to serve the future of police.uk and offer a service to associated policing bodies that will ensure a high quality public service as well as value for money for the taxpayer
- **National Portal Discovery Workstream:** A discovery to test hypotheses as to the value and steps to deliver a national 'portal' (which may have multiple delivery channels including 'app' and traditional 'web') for contact and engagement
- **Police Transformation Fund (PTF) Alignment:** The assessment of PTF submissions within scope of DPC and working with forces and PRTB to rationalise.
- **Consent to the force transition and service deployment profiles:** The DPC Programme Board, with input from its steering groups, must assure the overall DPP Deployment Plan and provide its consent to the profile of force transition onto the SOH National Platform and the deployment of any new services and capabilities onto the SOH National Platform.

- 11.5 The DPC Programme Board will report directly to the Digital Policing Board.
- 11.6 The meeting types listed below are subordinate to the DPC Programme Board and will report to the DPC Programme Board on an exception management basis and shall seek guidance and direction from the DPC Programme Board where appropriate through the submission of papers:

| Meeting                                    | Purpose   | Chair   |
|--|---|---|
| <b>National Steering Group</b>             | The purpose of the National Steering Group is fundamentally to steer the National Platform by consolidating, prioritising and agreeing the Roadmap for the Platform based primarily on user evidence, taking into account the views of strategic stakeholders and operational customers within Police Forces. | National Product Owner / Host Force Product Owner |
| <b>Social Media Project Steering Group</b> | Responsible for the day to day management and progression of detailed activities in line with the scheme of delegation  | NPCC National Digital Engagement Lead             |

## 12. Role and Responsibilities

- 12.1 The role of the DPC Programme Board is to:
- 12.1.1 oversee the delivery of the product set within the Programme scope, and specifically is responsible for:
    - 12.1.1.1 ensuring the delivery of the Programme objectives and deliverables;
    - 12.1.1.2 ensuring that the Programme delivers on time and within budget;
    - 12.1.1.3 ensuring robust benefit management strategies are applied;
    - 12.1.1.4 ensuring and supporting stakeholder engagement;
    - 12.1.1.5 ensuring the programme communications strategy is fit for purpose and fully implemented; and
    - 12.1.1.6 ensuring that the programme is suitably resourced in terms of human and financial resource.
  - 12.1.2 set the direction and support for DPC Programme Board;
  - 12.1.3 approve any necessary change to the Programme scope within tolerances specified in the Agreement;
  - 12.1.4 act as an effective decision making body by taking appropriate tactical level decisions at the right time;
  - 12.1.5 provide oversight of decisions and act as an escalation point for the National Steering Group, specifically to:
    - 12.1.5.1 formally review and ratify appropriate decisions made by the National Steering Group;



- 12.1.5.2 assist if the Product Owners cannot reach a decision within the National Steering Group then this shall be escalated to the DPC Programme Board in accordance with the Escalation Procedure.
- 12.1.6 accountability for delivery of the Platform is that of the SRO for the Programme, with decisions taken as per the status section above;
- 12.1.7 provide oversight of decisions and act as an escalation point for the Social Media Project Steering Group;
- 12.1.8 advise on any matters which are stated to be determined by the DPC Programme Board under the terms of the Agreement.

### 13. **Constitution**

- 13.1 A quorum is formed by the attendance of the SRO or their designated deputy, the Programme Lead or their designated deputy, the Director of National Single Online Home or their designated deputy and more than half of the DPC Programme Board members.
- 13.2 All meetings shall be run and recorded in compliance with the published Digital Policing Portfolio Management Standards.
- 13.3 All decisions require the support of a majority (i.e. more than half) of the core membership of attending members and will be recorded in the decision log for the Programme. All decisions will be made in accordance with the 50/50 Vote.
- 13.4 Where decisions relate to the Platform and are being taken on the basis of the 50/50 Vote (i.e. not by Consensus Vote), the decision will require:
  - 13.4.1 a clear single position on behalf of the Host Force to be presented by a Host Force representative accounting for 50% of the vote; and
  - 13.4.2 a position on behalf of the remaining UK forces (including stakeholder views that will have been presented to National Steering Group) presented by the National Product Owner, whose position along with that of other decision making members (but excluding the Host Force) will account for a total of 50% of the vote (provided that in relation to the UK forces, each member shall be entitled to vote individually rather than collectively).
- 13.5 If a decision cannot be reached on the basis of the 50/50 Vote, the SRO shall have the final say in relation to the decision.
- 13.6 Members may propose a substitute, should they be unable to attend a meeting. The substitute must be approved by the SRO as well as briefed and empowered to represent their area of interest and to make decisions on behalf of the absent member.
- 13.7 The timetable of the meetings shall be as set out below:
  - 13.7.1 The DPC Programme Board shall meet on a monthly basis;
  - 13.7.2 Papers should be provided 14 calendar days prior to the meetings to allow for self or substitute briefing by members as appropriate;
  - 13.7.3 SRO Briefing will be undertaken by the Programme Lead at least 3 days prior to the DPC Programme Board (with reasonable flexibility dependent on diary availability);
  - 13.7.4 Draft minutes, RAIDD and action logs will be completed within 14 days of the Board meeting for comment. Minutes on approval will be circulated to PCCs via the APCC for review. Feedback can be provided via PCC representative members to the DPC Programme Board; and

13.7.5 Secretariat services will be provided by Portfolio Management Office.

#### 14. **Members**

14.1 The table below sets out in relation to the DPC Programme Board:

- 14.1.1 membership of the DPC Programme Board;
- 14.1.2 ability of the relevant member to vote in relation to a Consensus Vote;
- 14.1.3 ability of the relevant member to vote in relation to a 50/50 Vote;
- 14.1.4 whether the relevant member is representing the Host Force or the other national Forces in relation to the 50/50 Vote;
- 14.1.5 whether the relevant member is an advisory member only (with no ability to vote in respect of either a Consensus Vote or a 50/50 Vote).

| <b>Member</b>  | <b>Host Force/<br/>National member</b>                | <b>Ability to vote in<br/>Consensus Vote</b> | <b>Ability to vote<br/>in 50/50 Vote</b> | <b>Adviser role<br/>only</b> |
|--|---|--|--|------------------------------|
| Chief Constable NPCC Lead for Digital Public Contact (SRO/Chair) | Dependent upon the force which appoints the NPCC Lead | Yes  | Yes                                      | No                           |
| Senior User Contact, UK NPCC Lead for Contact Management         | National Forces                                       | Yes  | Yes                                      | No                           |
| APCC DPC lead (Non-Host Force)                                   | National Forces                                       | Yes  | Yes                                      | No                           |
| Policing Body for the Host Force                                 | Host Force  | Yes  | Yes                                      | No                           |
| Police Technology Council  | National Forces                                       | Yes  | Yes                                      | No                           |
| Police ICT Company senior representative                         | National Forces                                       | Yes  | Yes                                      | No                           |
| MPS Internet Services SRO  | Host Force  | Yes  | Yes                                      | No                           |
| MPS One Met Model SRO  | Host Force  | Yes  | Yes                                      | No                           |

|  |  |     |     |     |
|--|--|-----|-----|-----|
| Director of Single Online Home for UK Policing   | Not applicable as the Director of Single Online Home for UK Policing is employed by the Host Force but represents the Forces on a national level | Yes | No  | No  |
| Home Office Digital Policing Policy – Police.UK & PTF Bids   | National Forces  | Yes | Yes | No  |
| Home Office Delivery (HoDDaT)  | National Forces  | Yes | Yes | No  |
| Security National Accreditor –   | National Forces  | Yes | Yes | No  |
| NPCC's Information Management & Operational Requirements Coordination Committee (IMORCC) senior representative | National Forces  | Yes | Yes | No  |
| SOH National Platform Product Owner (for SOH related decisions only)   | National Forces  | Yes | Yes | No  |
| Welsh Force Regional NPCC Officer (or staff equivalent) Lead for DPC   | National Forces  | Yes | Yes | No  |
| NPCC Digital Policing Portfolio Director (Deputy Chair)  | National Forces  | No  | No  | Yes |

|  |  |    |    |     |
|--|--|----|----|-----|
| Digital Public Contact Programme Lead  | Depending on the force who employs such individual | No | No | Yes |
| Digital Public Contact Programme Manager   | National Forces                                    | No | No | Yes |
| NPCC Lead for Digital & Social Engagement  | National Forces                                    | No | No | Yes |
| APCC Policy Manager  | National Forces                                    | No | No | Yes |
| Head of Gov.uk   | National Forces                                    | No | No | Yes |
| Early Adopter Force Chief Officer Group Member (Thames Valley Police and Hampshire Police) | National Forces                                    | No | No | Yes |
| Former Digital Public Contact Programme Lead (Thames Valley Police)                        | National Forces                                    | No | No | Yes |

14.2 Additional attendees may be invited by the NPC programme Board on an ad hoc basis.

14.3 Any changes to the core membership should be agreed by the DPC Programme Board.

15. **Scheme of Delegation**

15.1 **Risk and Issues**

15.1.1 All risks with a score of 8 or above will be managed at this DPC Programme Board;

15.1.2 Risks and issues with a score of 15 or greater will be escalated to the Digital Policing Portfolio Board.

The scores referred to in paragraph 15.1.1 and 15.1.2 shall be calculated in accordance with the Digital Policing Portfolio – Portfolio Management Office Standards.

15.2 Financial Tolerances

In relation to the Grant:

15.2.1 Unapproved Programme costs which exceed and/or underspend (or are forecast to exceed and/or underspend) the allocated Programme budget by 5% are raised to the DPC Programme Board for notification;

15.2.2 Unapproved Programme which costs exceed and/or underspend (or are forecast to exceed and/or underspend) the allocated Programme Budget by 15% are raised to this DPC Programme Board for action and/or advice.

**16. Role of the APCC DPC lead (Non-Host Force)**

16.1 This paragraph 16 of Schedule 1 sets out how the APCC DPC lead (Non – Host Force) shall discharge her / his responsibilities as a member of the DPC Programme Board.

16.2 In the event that the DPC Programme Board is required to approve:

16.2.1 any financial matter relating to the Programme;

16.2.2 any strategy for the Programme;

16.2.3 any matter relating to the delivery and / or performance of the Programme;

16.2.4 any variation to the Programme;

16.2.5 any variation to the resourcing of the Programme;

the APCC DPC lead (Non - Host Force) shall, subject to paragraph 16.6 of this Schedule 1, contact each of the other Policing Bodies before the relevant meeting of the DPC Programme Board asking whether s/he gives her / his approval.

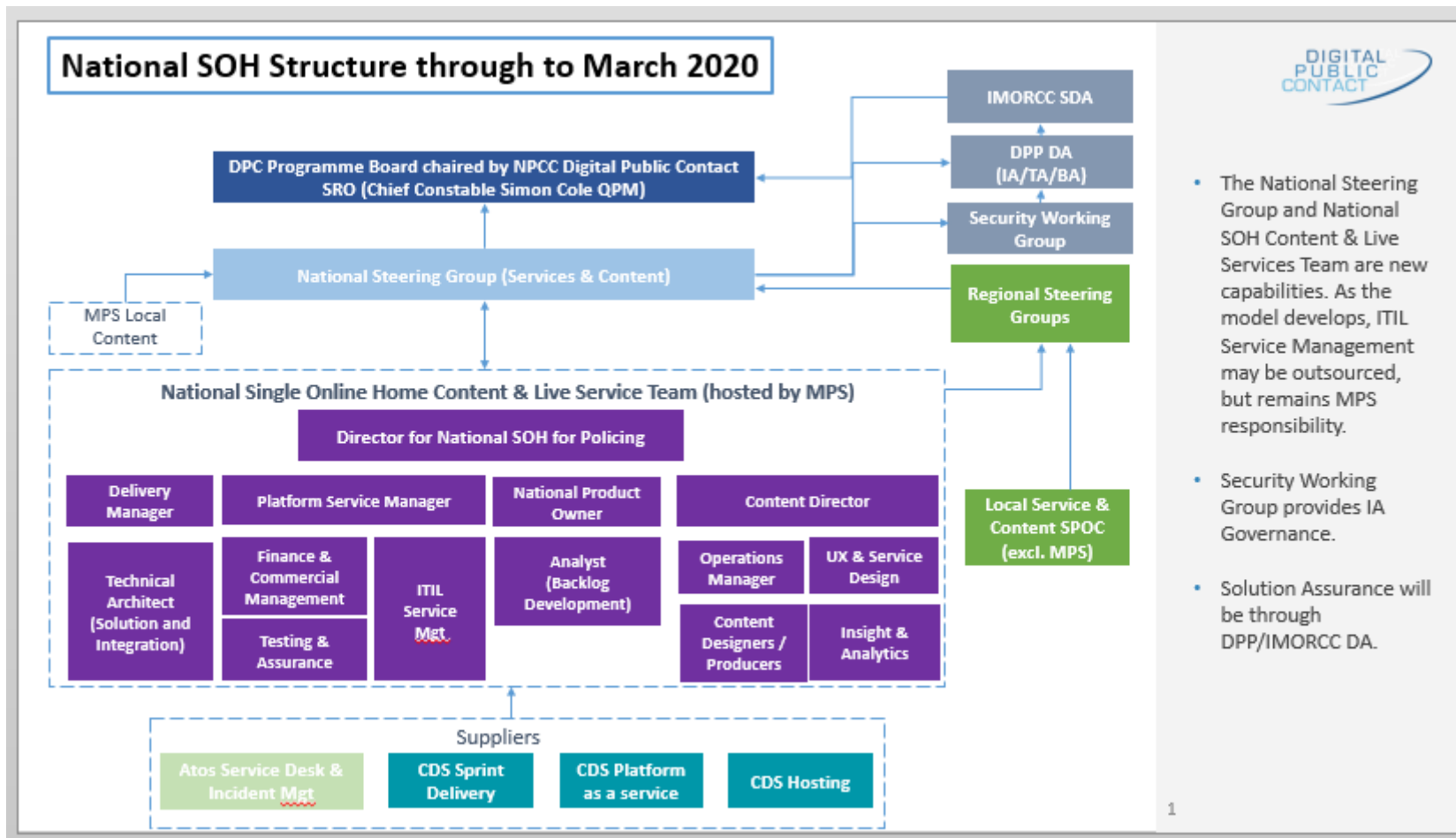
16.3 The position of the Policing Bodies on any of the matters set out in paragraph 16.2 of this Schedule 1 shall be the position adopted by the majority of the Policing Bodies who reply to the relevant consultation under paragraph 16.2 of this Schedule 1. The APCC DPC lead (Non - Host Force) shall manage the process of consultation with the other Policing Bodies under paragraph 16.2 of Schedule 1.

16.4 The APCC DPC lead (Non - Host Force) shall exercise his / her vote in respect of any of the matters set out in paragraph 16.2 of Schedule 1 at the relevant meeting of the DPC Programme Board in accordance with the outcome of the relevant consultation process conducted with the other Policing Bodies.

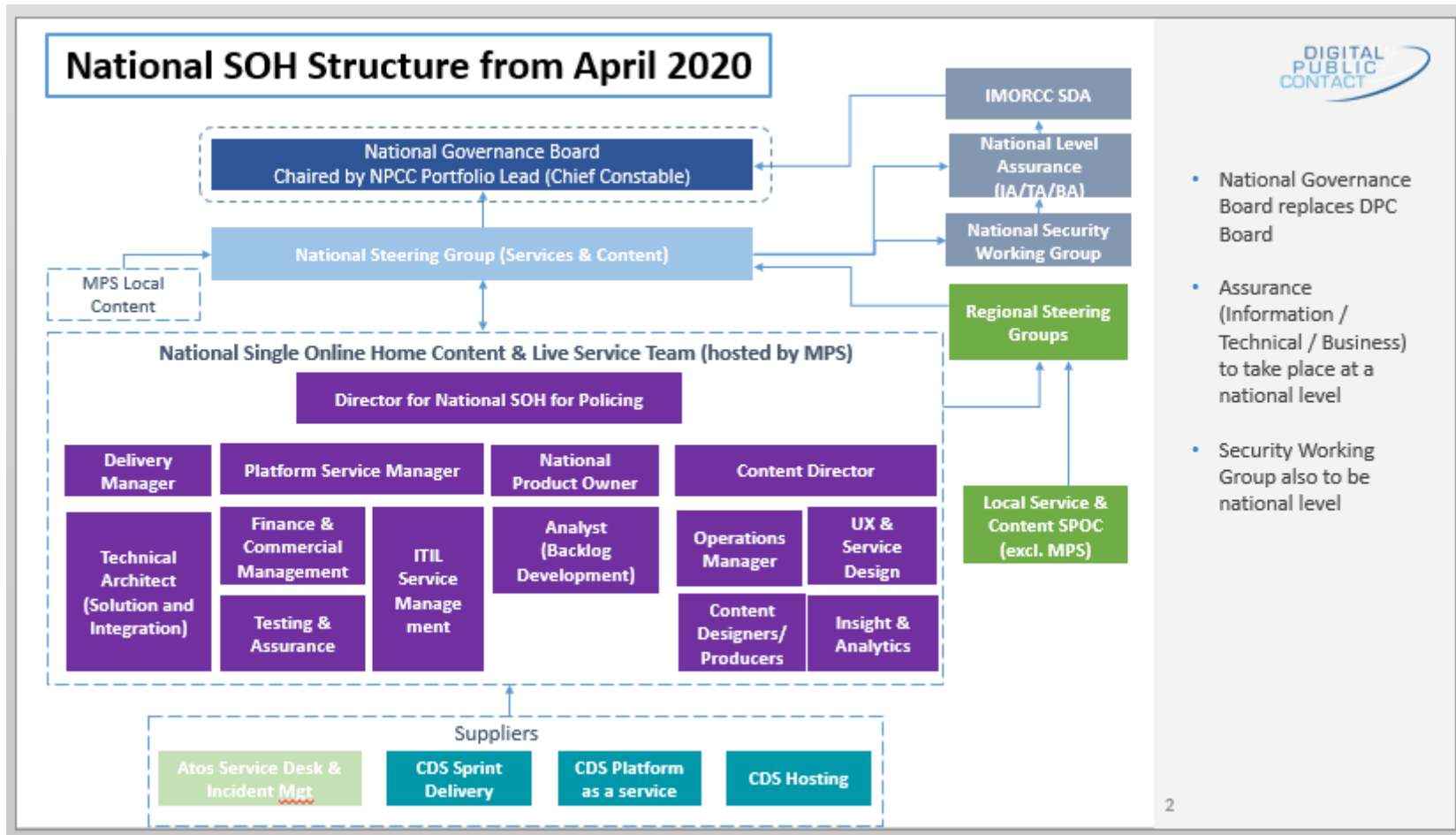
16.5 For the avoidance of doubt the APCC DPC lead (Non – Host Force) and the Policing Bodies acknowledge that the discharge by the APCC DPC lead (Non - Host Force) of her / his responsibilities as a member of the DPC Programme Board under this paragraph 16 of Schedule 1 is not a delegation of functions of Policing Bodies under section 18 of the Police Reform and Social Responsibility Act 2011.

16.6 For the purposes of this paragraph 16 of Schedule 1 references to Policing Bodies shall not include the Policing Body for the Host Force.

16.7 **Diagram 1**



16.8 **Diagram 2**



## SCHEDULE 2

### Dispute Resolution Procedure

#### 1. DISPUTE RESOLUTION

- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement or the Programme (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
- 1.1.1 The National Steering Group shall initially seek to resolve any dispute between the Parties as soon as reasonably practicable or a Party shall be entitled to initiate mediation itself;
  - 1.1.2 If the matter cannot be resolved in accordance with paragraph 1.1.1 of this Schedule, the matter will be referred to the SRO or NPCC Lead (as appropriate) for advice in resolving the dispute;
  - 1.1.3 If the matter cannot be resolved in accordance with paragraph 1.1.2 of this Schedule within fourteen (14) days, the SRO or NPCC Lead (as appropriate) shall invite one Party to initiate a mediation it being acknowledged that this may not always be the appropriate place for the dispute to be resolved if the Party or Parties which are subject to the dispute are not represented on the National Steering Group.
- 1.2 To initiate a mediation, a Party must give notice in writing (an "**ADR Notice**") to the other Party requesting mediation in accordance with this Schedule. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("**CEDR**").
- 1.3 The procedure in the CEDR's Model Mediation Agreement will be amended to take account of:
- 1.3.1 any relevant provisions in this Agreement; and
  - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("**Mediation Agreement**").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven (7) days from the date of the ADR Notice, the CEDR will (at the request of either Party) decide that issue on behalf of the Police Bodies (having first consulted with them).
- 1.5 The mediation will start no later than twenty one (21) days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this Schedule is being applied.



## SCHEDULE 3

### Funding

#### Part 1 - Calculation of the charging model

The table below provides an overview of the items currently expected to be included in the charging model set out in clause 17. The majority of cost items are fixed costs for the duration of the G-Cloud Contract services; however the scalable nature of the Platform service will incur some costs on a variable basis. Where there remains uncertainty in costs, for example due to payment of some architecture elements in US Dollars, an optimism bias of 15% has been applied to identify which items should have a 'Contingency', which will be managed through the Reserve process.

The table below sets out an indicative estimate of the Annual Amount, which will fluctuate depending on the number of Participating Police Forces who on-board the Platform.

| Charge Element                                  | 43 Force Annual Cost | 20 Force Annual Cost |
|---|----------------------|----------------------|
| Platform Assurance                              | £262,800             | £262,800             |
| Architecture & Hosting                          | £711,990             | £674,902             |
| Pen Test & ISIA                                 | £40,000              | £40,000              |
| Management                                      | £253,200             | £253,200             |
| Fixed Support                                   | £478,200             | £478,200             |
| Variable Support                                | £360,000             | £153,000             |
| Service Charge & Infrastructure Service Support | £2,106,190           | £1,862,102           |
| EPI CMS license annual                          | £72,160              | £72,160              |
| EPI Find  | £59,280              | £59,280              |
| Site Attention                                  | £14,040              | £14,040              |
| OS Places                                       | £68,750              | £34,375              |
| Google API                                      | £1,200               | £1,200               |
| Licensing                                       | £215,430             | £181,055             |
| Development Sprints                             | £450,000             | £450,000             |
| NCLST   | £1,553,760           | £1,553,760           |
| Contingency                                     | £488,345             | £418,730             |
| <b>Total</b>                                    | <b>£4,813,725</b>    | <b>£4,465,647</b>    |

#### Part 2 - Live Chat Licences

The Platform offers forces the opportunity to utilise the Live Chat service available on the platform, which has significant functionality including allowing Live Chat operators to see the information from forms being completed by the end (public) user. Pricing has been negotiated in bandings based on the number of users across the whole platform (the greater the number of users, the lower the cost per licence).

The bandings are as follows:

| Number of Users | Cost per user |
|-----------------|---------------|
| 0-99            | £586.49       |
| 100 - 1000      | £527.86       |
| 1000+           | £351.90       |

Forces will be charged directly (in addition to their Annual Amount) for the number of licences required by the force.

User licence costs will be provided on a pro-rata basis within the context of the 24 month contract. This will enable all licences to co-terminate on 30<sup>th</sup> September 2020.

The costs set out in the table above are indicative costs only and may be subject to amendment.

### Part 3 - Force Charging Estimates

The following table presents the best case estimate for Forces based on the 43 force model (i.e. the anticipated costs once all Forces have completed their transition to the Platform, without any use of contingency), and the worst case estimate for forces based on 20/21 forces utilising the platform (including contingency).

The costs set out in the table below are indicative costs only and shall be calculated in accordance with clause 17.

|    | Force              | % (Net)  | Best Case     |         | Worst Case    |  |
|----|--------------------|----------|---------------|---------|---------------|--|
|    |                    |          | Annual Charge |         | Annual Charge |  |
| 1  | Avon & Somerset    | 2.4989%  | £             | 108,087 | £189,184      |  |
| 2  | Bedfordshire       | 0.9254%  | £             | 40,029  | £72,895       |  |
| 3  | Cambridgeshire     | 1.1870%  | £             | 51,342  | £92,872       |  |
| 4  | Cheshire           | 1.5747%  | £             | 68,111  | £121,998      |  |
| 5  | City of London     | 0.5039%  | £             | 21,794  | £40,122       |  |
| 6  | Cleveland          | 1.1121%  | £             | 48,103  | £89,733       |  |
| 7  | Cumbria            | 0.9131%  | £             | 39,495  | £73,675       |  |
| 8  | Derbyshire         | 1.4824%  | £             | 64,119  | £119,609      |  |
| 9  | Devon & Cornwall   | 2.5768%  | £             | 111,455 | £194,705      |  |
| 10 | Dorset             | 1.1055%  | £             | 47,818  | £86,678       |  |
| 11 | Durham             | 1.0240%  | £             | 44,291  | £82,620       |  |
| 12 | Dyfed-Powys        | 0.8840%  | £             | 38,236  | £69,704       |  |
| 13 | Essex              | 2.4469%  | £             | 105,840 | £197,435      |  |
| 14 | Gloucestershire    | 0.9737%  | £             | 42,115  | £76,599       |  |
| 15 | Greater Manchester | 4.9291%  | £             | 213,204 | £397,714      |  |
| 16 | Gwent              | 1.0993%  | £             | 47,551  | £86,208       |  |
| 17 | Hampshire          | 2.7861%  | £             | 120,510 | £224,802      |  |
| 18 | Hertfordshire      | 1.6763%  | £             | 72,508  | £129,542      |  |
| 19 | Humberside         | 1.5540%  | £             | 67,217  | £125,388      |  |
| 20 | Kent               | 2.5546%  | £             | 110,495 | £206,119      |  |
| 21 | Lancashire         | 2.3632%  | £             | 102,219 | £179,515      |  |
| 22 | Leicestershire     | 1.5530%  | £             | 67,171  | £125,303      |  |
| 23 | Lincolnshire       | 1.0101%  | £             | 43,692  | £79,393       |  |
| 24 | Merseyside         | 2.7732%  | £             | 119,952 | £223,761      |  |
| 25 | MPS                | 22.3233% | £             | 965,568 | £1,400,000    |  |
| 26 | Norfolk            | 1.3586%  | £             | 58,766  | £105,839      |  |
| 27 | North Wales        | 1.3061%  | £             | 56,492  | £101,879      |  |
| 28 | North Yorkshire    | 1.2873%  | £             | 55,680  | £100,462      |  |
| 29 | Northamptonshire   | 1.1135%  | £             | 48,162  | £89,841       |  |
| 30 | Northumbria        | 2.3528%  | £             | 101,770 | £178,772      |  |
| 31 | Nottinghamshire    | 1.7292%  | £             | 74,794  | £139,522      |  |
| 32 | South Wales        | 2.3900%  | £             | 103,376 | £181,426      |  |

|    |                 |         |   |         |          |
|----|-----------------|---------|---|---------|----------|
| 33 | South Yorkshire | 2.1787% | £ | 94,238  | £166,259 |
| 34 | Staffordshire   | 1.6198% | £ | 70,062  | £130,694 |
| 35 | Suffolk         | 1.0310% | £ | 44,594  | £80,989  |
| 36 | Surrey          | 1.9304% | £ | 83,496  | £155,755 |
| 37 | Sussex          | 2.3471% | £ | 101,519 | £189,375 |
| 38 | Thames Valley   | 3.4551% | £ | 149,445 | £278,778 |
| 39 | Warwickshire    | 0.8311% | £ | 35,948  | £67,058  |
| 40 | West Mercia     | 1.8400% | £ | 79,587  | £148,462 |
| 41 | West Midlands   | 4.7350% | £ | 204,807 | £339,714 |
| 42 | West Yorkshire  | 3.7001% | £ | 160,044 | £272,055 |
| 43 | Wiltshire       | 0.9636% | £ | 41,680  | £75,828  |

- The 'worst case' figures provided for each force represent the annual charge forces are expected to pay if only 20 forces on board to the Platform:
  - o For forces which are anticipated to be one of the first 20 forces to on-board, the cost represents the total cost of the platform split between those first 20 forces to on-board the Platform;
  - o For forces not anticipated to on-board as one of the first 20 forces, the cost for each force in the table above represents the total cost of the platform split as though that force were the twenty first force to join onto the Platform.
- Totalling the full list of costs in the 'worst case' column will not provide a view of the full cost of the platform as there are 23 forces listed in the table above which include a cost as though they were the "21<sup>st</sup> force to onboard".
- The DPC Programme shall use reasonable endeavours to onboard 20 forces as a minimum by March 2020. The programme is actively planning to onboard all forces who have asked for the Platform ahead of March 2020. This means that forces should plan to pay between the best case and worst case figure provided in the table.
- The figures presented in the table represent the costs related to the G-Cloud Contract and NCLST resource cost total. The Parties should note that the G-Cloud Contract is for a maximum of four years, and charges negotiated for any future contract may alter the costs. Similarly, the NCLST resource cost is based on the market rates as at the date of this Agreement. Forces should note that future NCLST resource costs may increase in line with Government backed salary increases.
- The % net figure in column three of the table above is the anticipated share between the Police Forces if all 43 forces were on-boarded onto the Platform, but this is by way of example and the Police funding Share shall be as calculated in accordance with clause 17.17.

## **SCHEDULE 4**

### **G-Cloud Contract**

**Refer to separate document headed – Schedule 4 to DPP Collaboration Agreement– G-Cloud Contract**

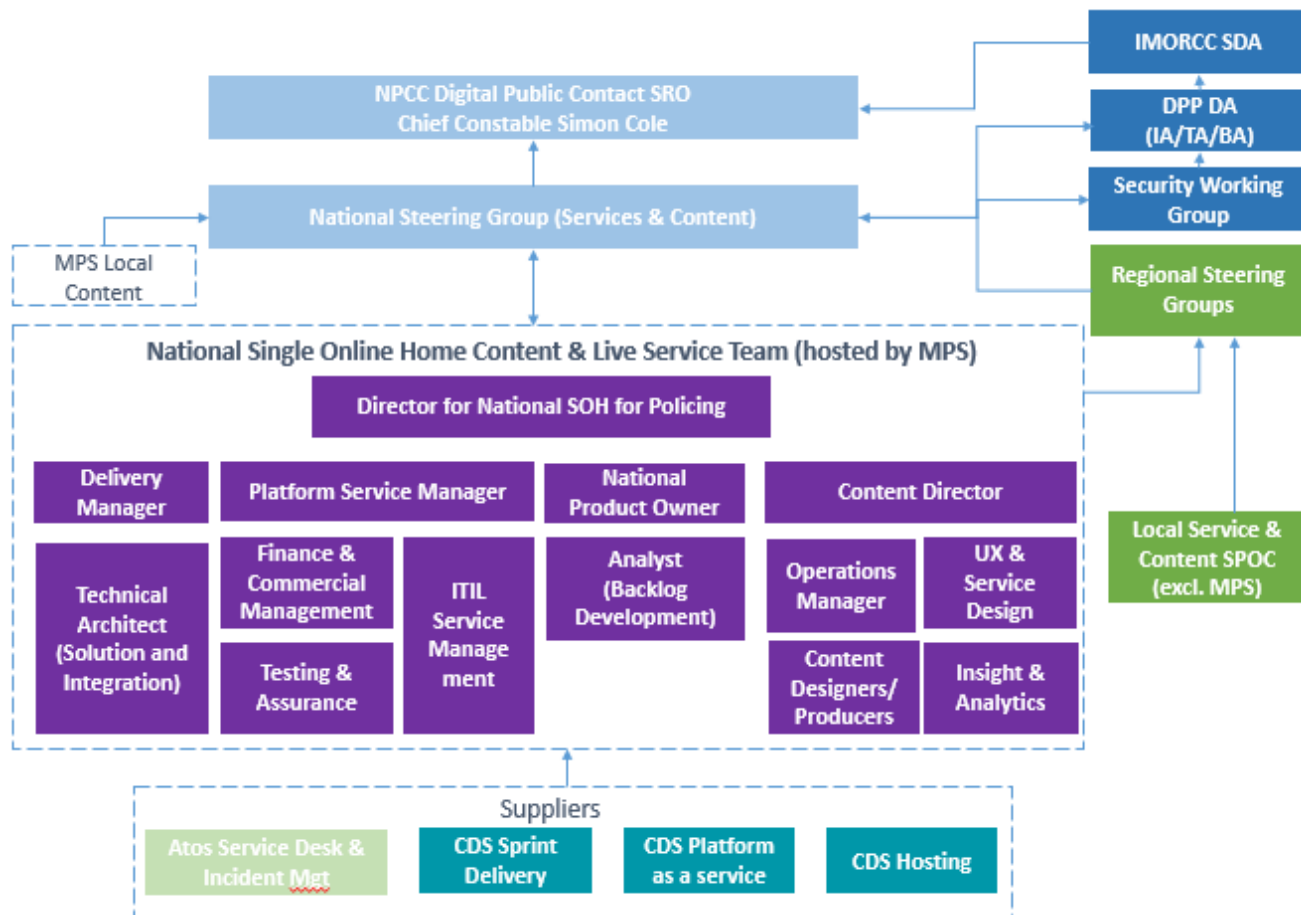
## **SCHEDULE 5**

### **The Grant Agreement**

**Refer to separate document headed – Schedule 5 to DPP Collaboration Agreement– Grant Agreement**

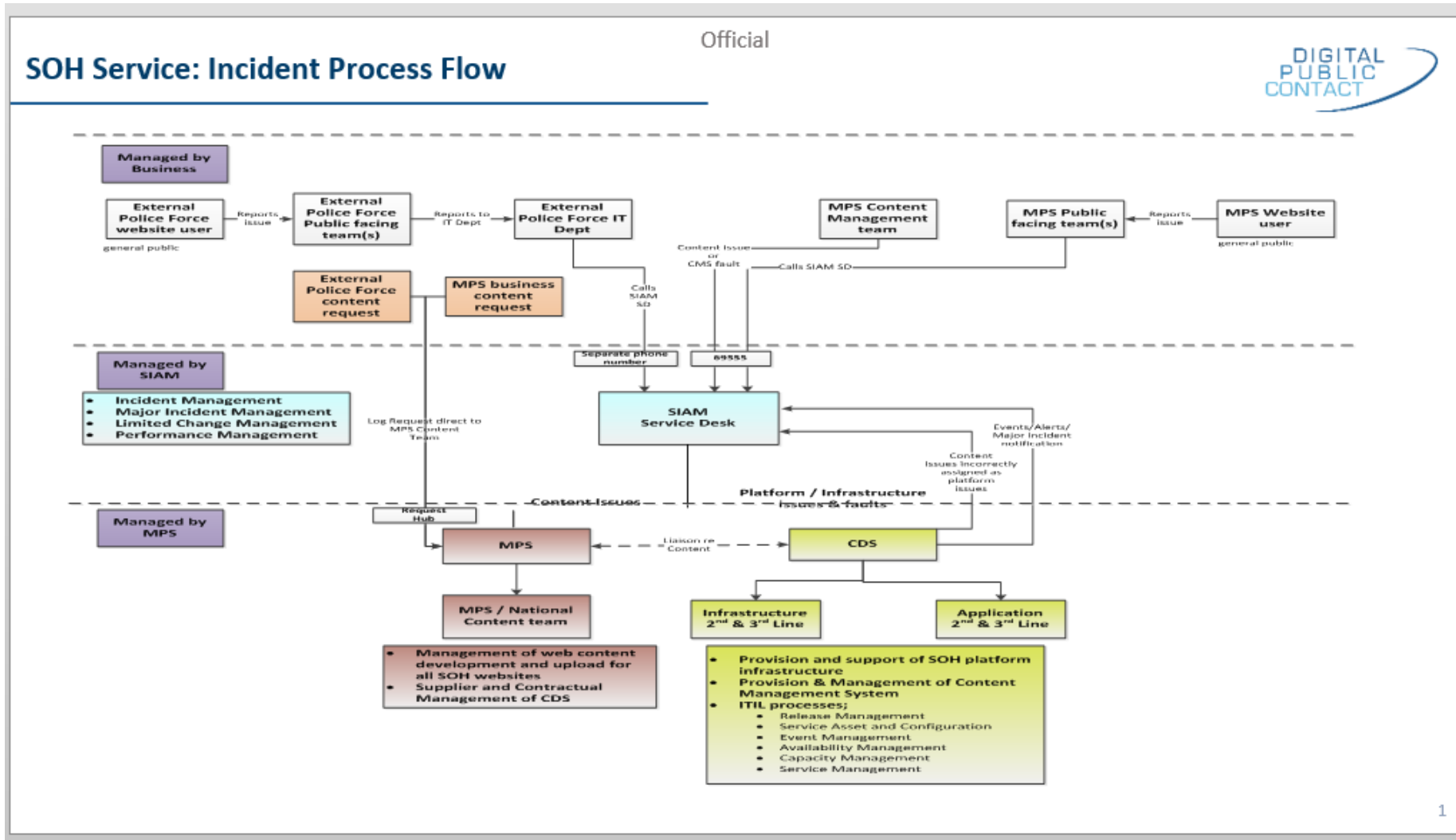
# SCHEDULE 6

## NCLST



# SCHEDULE 7

## Incident Management Matrix



## SOH Service: Incident Process Flow

| Support Team                                  | Activity  |
|---|---|
| MPS Public Facing Teams                       | <ul style="list-style-type: none"> <li>• Providing capability for members of the public to report issues, complaints and queries related to the MPS website or its content</li> <li>• To gather information if possible to pass onto the Service Desk</li> <li>• Referral of the issue to the DP Service Desk</li> </ul>  |
| Police Force IT/Helpdesk Teams                | <ul style="list-style-type: none"> <li>• Providing capability for members of the public to report issues, complaints and queries related to the Police Force website or its content</li> <li>• To gather information if possible to pass onto the Service Desk</li> <li>• Referral of the issue to the DP Service Desk</li> </ul>   |
| National Content Team & MPS Content Providers | <ul style="list-style-type: none"> <li>• Management of the request hub will hold support information about the criteria for acceptance of content requests, what to do if a request is rejected, what happens if a request is accepted and the necessary forms for requests to be submitted.</li> <li>• Log, manage and action requests for new or amended content of the websites in scope of the SOH service</li> <li>• Developing new content for the all the website's hosted as part of the SOH service</li> <li>• Maintaining and enhancing the functionality of all self-service forms</li> <li>• Developing the Micro-sites hosted within the website's in scope of the SOH Service</li> <li>• Testing and uploading content via the content Management system</li> </ul> |
| Atos MPS Service Desk                         | <ul style="list-style-type: none"> <li>• Receive contact from MPS Command &amp; Control Centre or nominated external Police Force contacts for IT issues related to the website's in scope of the SOH service</li> <li>• Log contact &amp; review Knowledge Articles</li> <li>• Basic Triage of contact</li> <li>• Initial Diagnosis</li> <li>• Perform first time fix (if possible)</li> <li>• Assign contact to CDS</li> <li>• Accept user escalations and refer to CDS</li> </ul>  |



## SOH Service: Incident Process Flow

|              |  |
|--------------|--|
| SIAM         | <ul style="list-style-type: none"> <li>• Service Management as part of the Log and Manage Service pattern</li> <li>• <u>PerformanceManagement</u> of 3<sup>rd</sup> party supplier – CDS</li> <li>• Responsible for managing a queue in ServiceNow for incidents assigned to CDS for resolution</li> <li>• Provision of ITIL Functions as per the Log and Manage service pattern and in accordance with the SDD</li> </ul>   |
| CDS/UK Cloud | <ul style="list-style-type: none"> <li>• Provision and Management of Datacentre services and facilities where the infrastructure is Hosted</li> <li>• Provision and management of platform for cloud based web servers</li> <li>• Hosting application servers</li> <li>• Physical backup of data</li> <li>• Maintenance of Server builds and OS, including patching</li> <li>• Provision of storage</li> <li>• Provision and Management of the Content Management System (CMS)</li> <li>• Event Management for Infrastructure</li> <li>• Capacity and Availability management of cloud based services</li> <li>• Incident Management                         <ul style="list-style-type: none"> <li>○ Receive contact via auto email</li> <li>○ Triage contact</li> <li>○ Fault Diagnostics &amp; resolution</li> <li>○ Undertake all customer communications other than the initial contact and final incident closure requests.</li> <li>○ Updating the MPS CCC upon closure with the resolution details</li> <li>○ Set contact to resolved (once verified with customer)</li> </ul> </li> </ul> |

## SCHEDULE 8

### Data Protection

#### Part A Interpretation

- 1.1 Any definitions in the Agreement shall apply to this Schedule and its Annexes unless and to the extent clearly varied in this Schedule.
- 1.2 In this Schedule, references to Paragraphs refer to paragraphs in this Schedule unless stated otherwise. All references to Clauses refer to Clauses in the main Agreement.

#### Part B The Host Force and its Sub-Processors

- 1.3 Each Participating Police Force, acting as a separate, independent Controller, authorises the Host Force to Process its, the Participating Police Force's data ("**Own Data**") during the term of this Agreement as a Processor solely for the purposes and to the extent described in **Annexes 1 to 11** to this Schedule, or as agreed by the Parties and communicated by the Host Force to the Participating Police Force.
- 1.4 The Parties recognise and accept that in relation to the Agreement Personal Data:
- 1.4.1 the processing authorised in the **Annexes 1 to 11** to this Schedule (or as agreed and subsequently communicated by the Host Force to the Participating Police Force) shall always in each case include:
    - 1.4.1.1 the hosting of the relevant Processor Data, its necessary use in respect of the IT maintenance of the Platform and its interfaces and any agreed helpdesk and support functions for Platform users, as required to provide the Services;
    - 1.4.1.2 within the Own Data of each respective Participating Police Force, its anonymization; and
    - 1.4.1.3 in the event that the Host Force identifies a third party submission to the wrong Participating Police Force, but can identify the correct Participating Police Force, the redirection of the submission to the correct Participating Police Force;
  - 1.4.2 the processing activities set out in **Annexes 1 to 8** (or where subsequently identified and notified to the Participating Police Force) are processed for the purposes of Law Enforcement Purposes, and accordingly, are subject to Part 3 of the Data Protection Act 2018; and
  - 1.4.3 the processing activities set out in **Annexes 9 to 11** (or where subsequently identified and notified to the Participating Police Force) involving Personal Data processed outside the Law Enforcement Purposes, are subject to:-
    - 1.4.3.1 GDPR; and
    - 1.4.3.2 the Data Protection Act 2018; and
  - 1.4.4 the Host Force shall be entitled to take the fully anonymised Own Data from each Participating Police Force and:
    - 1.4.4.1 aggregate it;

- 1.4.4.2 carry out data matching across it; and
  - 1.4.4.3 use it for analysis in the public interest provided for the purpose of improving law enforcement, and/or the prevention or detection of crime and/or improving the digital policing platform and/or its use.
- 1.5 In performing the Services and its other obligations under this Agreement the Host Force will:
  - 1.5.1 comply with its obligation as Processor under the Data Protection Laws;
  - 1.5.2 not cause any Participating Police Force to breach any of its obligations as Controller for its Own Data under the Data Protection Laws; and
  - 1.5.3 notify the relevant Participating Police Force without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or this **Schedule**, without prejudice to its obligations to comply with, or to any rights or remedies which the Participating Police Force may have for breach of, the Data Protection Laws or this **Schedule**.
- 1.6 The Host Force will not engage or use any third party for the Processing of Processor Data or permit any third party to Process Processor Data without the prior written consent of the relevant Participating Police Force, such consent not to be unreasonably withheld. Each Participating Police Force acknowledges that, as at the Commencement Date, the Platform is provided by a third party as set out in the Agreement.
- 1.7 If the Host Force engages, uses and/or appoints a Sub-Processor, including CDS, pursuant to **paragraph 1.6**, the Host Force will:
  - 1.7.1 ensure that, prior to any Processing of Processor Data taking place, there is a written contract in place between the Host Force and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms or substantially equivalent obligations as those imposed on the Host Force in Part B of this **Schedule**;
  - 1.7.2 procure that any Sub-Processors will perform all relevant Processor obligations imposed on the Host Force set out in Part B of this **Schedule**; and
  - 1.7.3 remain responsible and liable to each Participating Police Force in relation to their Own Data for all acts and omissions of Sub-Processors, including any failures of the Sub-Processor to perform its data protection obligations, as if they were the acts and/or omissions of the Host Force.
- 1.8 The Host Force will:
  - 1.8.1 Process the Processor Data of each Participating Police Force only on documented instructions (including this Agreement) from the relevant Participating Police Force (unless the Host Force or the relevant Sub-Processor are required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Host Force will notify the Participating Police Force of such legal requirement prior to such Processing unless such Applicable Laws prohibit notifying the Participating Police Force);
  - 1.8.2 immediately notify the Participating Police Force if, in its reasonable opinion, any instruction received from the Participating Police Force infringes any Data Protection Laws;
  - 1.8.3 without prejudice to **paragraph 1.8.1**, ensure that Processor Data will only be used for the purpose and to the extent described in **Annexes 1 to 11** to this Schedule;

- 1.8.4 without prejudice to **paragraph 1.8.3**, not without the prior written consent of the relevant Participating Police Force:
    - 1.8.4.1 convert any of their Processor Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
    - 1.8.4.2 use any of their Processor Data for “big data” analysis or purposes; or
    - 1.8.4.3 match or compare any of their Processor Data with or against any other Personal Data (whether the Host Force’s, the Processor Data of any other Participating Police Force, or any third party’s);
  - 1.8.5 ensure that any individual authorised to Process the Processor Data accesses such Processor Data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement, and:
    - 1.8.5.1 is subject to confidentiality obligations equivalent to those set out in **clause 40** or is under an appropriate statutory obligation of confidentiality; and
    - 1.8.5.2 complies with this **Schedule**;
    - 1.8.5.3 complies with the Security Standard; and
    - 1.8.5.4 is appropriately reliable, qualified and trained in relation to their Processing of Processor Data;
  - 1.8.6 keep all the Processor Data confidential in accordance with the provisions of **clause 40**, provided that in the event and to the extent only of any conflict between this **Schedule** and **clause 40**, this **Schedule** will prevail; and
  - 1.8.7 at the option of the relevant Participating Police Force, securely delete or return to the Participating Police Force or transfer to any person nominated by the Participating Police Force (in the format required by the Participating Police Force) all their Own Data promptly after the end of the provision of Services relating to Processing or at any time upon request, and securely delete any remaining copies and promptly certify when this exercise has been completed.
- 1.9 The Host Force will not make an International Transfer of any Processor data without the prior written consent of the relevant Participating Police Force. If the Participating Police Force gives its prior written consent to an International Transfer of their Own Data, before the Host Force makes that International Transfer, the Host Force will demonstrate or implement, to the Participating Police Force’s satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards must before and during such International Transfer be lawful and valid and comply with the applicable transfer requirements for Personal Data under relevant Data Protection Laws, subject to which they may include without limitation:
- 1.9.1 a European Commission decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
  - 1.9.2 the relevant Processor enters into an agreement with the Participating Police Force in the form of the standard contractual clauses approved by the European Commission decision for the transfer of personal data to processors established in third countries from time to time, completed with such information as the Participating Police Force may reasonably require; or

- 1.9.3 the International Transfer is to the United States of America and the relevant Processor has and maintains for the duration of the Processing a relevant current registration under the US-EU Privacy Shield.

If the appropriate safeguards demonstrated or implemented by the Host Force (or the relevant Processor) in accordance with this **Paragraph 1.9** are deemed at any time not to provide an adequate level of protection in relation to the relevant Processor Data, the Host Force will implement such alternative measures as may be required by the Participating Police Force to ensure that the relevant International Transfer and all resulting Processing are compliant with applicable Data Protection Laws. The Host Force or the relevant Sub-Processor will not need to comply with the conditions set out in this **Paragraph 1.9** if it is required to make an International Transfer of the relevant Processor Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Host Force will notify the Participating Police Force of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to the Participating Police Force on public interest grounds.

1.10 The Host Force will:

- 1.10.1 implement, and assist the Participating Police Force to implement, technical and organisational measures at a minimum to the Security Standard to ensure a level of security appropriate to the risk presented by Processing the Own Data, in particular from a Data Security Incident;
- 1.10.2 notify the Participating Police Force immediately if at any time the Host Force or a Sub-Processor is, or ought to be, aware of any reason why it is unable to comply with **Paragraph 1.10.1**, without prejudice to its obligation to comply with, or to any rights or remedies which the Participating Police Force may have for breach of, **Paragraph 1.10.1**;
- 1.10.3 notify the relevant Participating Police Force promptly after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident affecting its Own Data, including without limitation the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Processor Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Host Force (and Sub-Processors) may not delay notification under this **Paragraph 1.10.3** on the basis that an investigation is incomplete or ongoing;
- 1.10.4 promptly (and in any event within 72 hours) notify the relevant Participating Police Force of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with the Processor Data of that Participating Police Force;
- 1.10.5 provide reasonable assistance to the Participating Police Force in relation to its Own Data in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with such Processor Data, including without limitation by appropriate technical and organisational measures, insofar as this is possible;
- 1.10.6 provide reasonable assistance to the Participating Police Force in respect of its Own Data in:
- 1.10.6.1 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;

1.10.6.2 taking measures to address any Data Security Incidents, including without limitation, where appropriate, measures to mitigate their possible adverse effects; and

1.10.6.3 conducting Data Protection Impact Assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.

1.11 The Host Force will in relation to the Processor Data of each Participating Police Force:

1.11.1 make available to it all information necessary to demonstrate compliance with the obligations set out in this **Schedule**; and

1.11.2 allow for and contribute to audits, including without limitation inspections, conducted by the Participating Police Force or another auditor mandated by the Participating Police Force in respect of its Own Data.

1.12 The Host Force will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of the Participating Police Force in relation to its Own Data, including without limitation as a minimum:

1.12.1 the name and contact details and details of its Data Protection Officer;

1.12.2 the categories of Processing it carries out on behalf of the Participating Police Force;

1.12.3 all relevant International Transfers (including the adequate safeguards adopted pursuant to **paragraph 1.9**);

1.12.4 a general description of the technical and organisational security measures referred to in **Paragraph 1.10.1**; and

1.12.5 the same information in relation to any Sub-Processor, together with its name and contact details (together the **"Data Record"**).

The Host Force will promptly upon request securely supply a copy of the relevant Data Record to the Participating Police Force.

1.13 The Parties agree that liability in respect of this Schedule shall be as set out in **clause 28**.

1.14 Where, under this **Schedule**, the Host Force is required to notify the Participating Police Force of any matter or thing, such notification will be marked for the attention of the Participating Police Force's Data Protection Officer and sent by e-mail using the details provided for each such Participating Police Force from time to time and as set out in Schedule 9 and which Schedule the NCLST shall keep up to date on behalf of the Host Force.

## 2. **Part C Controller Obligations**

2.1 Each Participating Police Force will in respect of its Own Data comply with its own Controller obligations under the Data Protection Laws.

2.2 Each Participating Police Force agrees with the others (and the Host Force) in respect of their respective Own Data that:

2.2.1 to the extent of common purposes of and/or activities involved in processing of such Agreement Personal Data pursuant to this Agreement through the Platform and/or by or for the Host Force on their behalf:

2.2.1.1 privacy impact assessments and/or Data Protection Impact Assessments ("PIAs") to comply with the Data Protection Laws shall be undertaken centrally by NCLST on behalf of the Host Force on a national basis;

- 2.2.1.2 each will contribute to and cooperate with the carrying out of such PIAs and will not duplicate them;
- 2.2.1.3 each will accept and comply with the recommendations of each such PIA;
- 2.2.1.4 information assurance shall be undertaken centrally by NCLST on behalf of the Host Force on a national basis ("IAs");
- 2.2.1.5 each will contribute to and cooperate with any checks, requests and queries required for such IAs and will not duplicate them;
- 2.2.1.6 each will accept and comply with the requirements and/or recommendations of any such IA work undertaken;
- 2.2.1.7 accreditation (involving SIRO(s) and/or SyAc(s)) in relation to such use shall be undertaken centrally by NCLST on a national basis ("Accreditation");
- 2.2.1.8 each will contribute to and cooperate with any checks, requests and queries required for such Accreditation and will not duplicate them;
- 2.2.1.9 each will accept and comply with the requirements and/or recommendations of any such Accreditation; and
- 2.2.1.10 each agrees that further PIAs, IAs and/or Accreditation will be required in respect of new Platform functionality, material changes in technology/processes utilised and/or additional purposes agreed for use of the Platform from time to time and shall cooperate and comply with this **paragraph 2.2** in relation to them.

2.3 Each Participating Police Force:

- 2.3.1 shall comply with the common retention period agreed between the Parties from time to time in relation to the Processor Data (as set out in **Annexes 1 to 11** and shall apply it to their Own Data; and
- 2.3.2 acknowledges that the current retention period as at the date of this Agreement shall be revised downwards following the Effective Date.

2.4 Each Participating Police Force shall in the event that it receives a request by a Data Subject in respect of their Personal Data and their rights under the applicable Data Protection Laws involving Agreement Personal Data:

- 2.4.1 comply with its Controller obligations in respect of its Own Data;
- 2.4.2 they, if required, will notify the NPFDU on the same day and:
  - 2.4.2.1 to the extent that they hold any such information, they will respond to the applicant having first sought advice from the NPFDU; or
  - 2.4.2.2 to the extent that they do not hold any such information, they will direct the applicant to the NPFDU having sought advice from the NPFDU on the appropriate response;
  - 2.4.2.3 to the extent that such information is not physically held by the Party subject to the request, but is held by or under the control of the Host Force on behalf of Party that has received the request; and/or, although **paragraph 2.4.2.1** applies, the Party cannot

access the relevant information within their Own Data on the Platform to comply with the request, they shall promptly notify the Host Force by secure e-mail to the NCLST with details of the information request and/or details of all such information that they reasonably request, together with a named point of contact and return secure e-mail address and Part B **paragraph 1.10.5** of this Schedule shall then apply.

2.4.3 where the Party subject to a request under **paragraph 2.4** does not have the requested information in its possession directly, or indirectly through the Host Force, but knows that another Party does so in its own capacity, it shall notify the Data Subject accordingly and, provided with their clear agreement, promptly transfer the request to that other Party and that other Party shall deal with the request in accordance with this **paragraph 2.4**.

2.4.4 In the event that the Party subject to the Data Subject request receives:-

2.4.4.1 a complaint about its response;

2.4.4.2 notification that the Information Commissioner is reviewing the response and/or any refusal to deal with the request in full; or

2.4.4.3 notification of any court or tribunal proceedings relating to its response and/or refusal;

it shall promptly notify the NPFDU and seek their advice.

2.5 Each Participating Police Force shall comply with the Security Standard and all agreed Platform related Acceptable Use Policies and Procedures, including in respect of authorised access and passwords relating to its use of the Platform.

2.6 In the event that any Participating Police Force becomes aware of any actual or reasonably suspected Data Security Incident in respect of its Own Data and/or relevant to the Platform, where in their reasonable opinion it is likely to present a material risk to the Platform and/or other Processor Data and/or Party/ies (whether in relation to its IT systems or security, individuals affected, compliance, liability, and/or reputation), it shall without undue delay notify the Host Force in writing and provide it with all relevant information relating to the same as soon as is reasonably possible (to the extent not prohibited by law, and/or this can be done without compromising any confidentiality obligations owed by the Participating Police Force to any third party) including:

2.6.1 the nature of the Data Security Incident and details of its likely consequences;

2.6.2 the categories of Personal Data affected and numbers and types of Data Subject affected; and

2.6.3 any measure(s) proposed to be taken to address the incident and to mitigate its possible adverse effects,

and may not delay such notification on the basis that any investigation in relation to the Data Security Incident is incomplete or ongoing; and on receipt of any such notification the Host Force shall without undue delay notify all affected Parties with relevant details and it and all Parties shall (as relevant) put in place all measures required to stop the Data Security Incident from continuing and/or to prevent the Data Security Incident and shall follow applicable incident management matrix response procedures.

2.7 The Participating Police Forces will agree appropriate protocols for common communications and documented instructions and notifications in relation to this Schedule between all and any of them and the Host Force and vice versa and will each cooperate accordingly.

2.8 The Participating Police Forces and the Host Force agree that in relation to the Processor Data and the Platform, a common and consistent approach to approval of Sub-processors



and/or permitted or rejected International Transfers must be adopted and will each cooperate accordingly.

3. **Part D Data Sharing Obligations**

Each Participating Police Force will in respect of any of its Own Data which it shares with any other Participating Police Force and/or Party comply with its applicable obligations under the relevant Data Protection Laws.

## **Annexes to Schedule 8**

### **Annex 1**

| <b>Terrorism Report Data</b>        |  |
|-------------------------------------|--|
| <b>Subject matter of Processing</b> | The Processing of Personal Data for the purposes of handling reports of suspected terrorist activity.  |
| <b>Duration of Processing</b>       | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>         | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>        | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>        | <p>Name</p> <p>Address</p> <p>Email address</p> <p>Phone number</p> <p>Video evidence</p> <p>CCTV footage</p> <p>Photographic evidence</p> <p>Audio evidence</p> <p>Vehicle description</p> <p>Vehicle registration number</p>   |
| <b>Categories of Data Subject</b>   | <p>Person making the report</p> <p>Victim(s)</p> <p>Alleged perpetrator</p> <p>Witnesses to the incident/activity</p>  |

|  |   |
|--|---|
|  | Others involved e.g. Landlord of the relevant property or other tenants |
|--|---|

## Annex 2

| <b>Road Traffic Incidents (RTI) Data</b> |  |
|--|--|
| <b>Subject matter of Processing</b>      | The Processing of Personal Data for the purposes of handling reports of road traffic incidents.  |
| <b>Duration of Processing</b>            | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>              | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>             | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>             | <p>Name</p> <p>Address</p> <p>Email address</p> <p>Phone number</p> <p>Date of birth</p> <p>Gender</p> <p>Age</p> <p>Vehicle registration number</p> <p>Vehicle description</p> <p>Personal description</p> <p>Property description</p> <p>Licence details</p> <p>Insurance policy number</p> <p>Insurance details</p>   |

|  |   |
|--|---|
|  | <p>Injury description</p> <p>Medical treatment description</p> <p>Photo evidence</p> <p>Video evidence</p> <p>signature</p>   |
| <p><b>Categories of Data Subject</b></p> | <p>Person making the report</p> <p>Alleged perpetrator</p> <p>Victim(s)</p> <p>Vehicle owner</p> <p>Witnesses of the incident</p> <p>Persons involved in the incident</p> <p>Bystanders in video or photographic evidence</p> |

### Annex 3

| <b>OCR Data</b>                     |  |
|-------------------------------------|--|
| <b>Subject matter of Processing</b> | <p>The Processing of Personal Data for the purposes of handling reports of offences including the following:</p> <ol style="list-style-type: none"> <li>1. threats, verbal abuse or assault</li> <li>2. stolen property</li> <li>3. damaged property</li> <li>4. online crime</li> <li>5. any other type of crime</li> </ol>   |
| <b>Duration of Processing</b>       | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>         | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>        | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>        | <p>Name</p> <p>Date of birth</p> <p>Email address</p> <p>Address</p> <p>Phone number</p> <p>Age</p> <p>Welfare details</p> <p>Property description</p> <p>Personal description</p> <p>Business description</p> <p>Business name</p> <p>Payment card details</p> <p>Oyster card details</p> <p>Description of injuries</p>  |

|                                   |  |
|-----------------------------------|--|
|                                   | <p>Video evidence</p> <p>CCTV footage</p> <p>Photographic evidence</p> <p>Audio evidence</p> <p>Vehicle description</p> <p>Vehicle registration number</p> |
| <b>Categories of Data Subject</b> | <p>Victim(s)</p> <p>Alleged perpetrator</p> <p>Witnesses</p> <p>Bystanders</p> <p>Other individuals at risk</p>  |



**Annex 4**

| <b>Hate Crime</b>                   |  |
|-------------------------------------|--|
| <b>Subject matter of Processing</b> | The Processing of Personal Data for the purposes of handling reports of hate crime including online hate crime incidents.  |
| <b>Duration of Processing</b>       | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>         | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>        | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>        | <p>Name</p> <p>Date of birth</p> <p>Sex</p> <p>Gender</p> <p>Email address</p> <p>Health details</p> <p>Disability</p> <p>Welfare details</p> <p>Ethnic background</p> <p>Age</p> <p>Phone number</p> <p>Address</p> <p>Business details</p> <p>Website details</p> <p>Screen shots of online content</p> <p>Description of injury</p>   |

|                                   |   |
|-----------------------------------|---|
|                                   | Personal description<br>Video evidence<br>CCTV footage<br>Photographic evidence<br>Audio evidence<br>Vehicle description<br>Vehicle registration number |
| <b>Categories of Data Subject</b> | Victim(s)<br>Witness<br>Person making the report<br>Bystander<br>Alleged perpetrator  |

**Annex 5**

| <b>Firearm and/or Shotgun form</b>  |  |
|-------------------------------------|--|
| <b>Subject matter of Processing</b> | The Processing of Personal Data for the purposes of handling applications for the grant or renewal of firearms and/or shotgun certificates.  |
| <b>Duration of Processing</b>       | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>         | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>        | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>        | <p>Gender</p> <p>Name</p> <p>Address</p> <p>Phone number</p> <p>Email address</p> <p>Date of Birth</p> <p>Occupation</p> <p>Work address</p> <p>Work phone number</p> <p>Work email address</p> <p>Medical history</p> <p>Details of GP</p> <p>Details of GP practice</p> <p>History of previous convictions</p> <p>Disability</p> <p>Age</p>  |

|                                   |   |
|-----------------------------------|---|
|                                   | Signature   |
| <b>Categories of Data Subject</b> | Applicant<br>Other certificate holders<br>Parent/guardian of the applicant<br>GP<br>Referee |

## Annex 6

| <b>Clare's Law - Domestic Violence Disclosure Scheme (DVDS)</b> |  |
|---|--|
| <b>Subject matter of Processing</b>                             | The Processing of Personal Data for the purposes of handling disclosures of domestic violence.   |
| <b>Duration of Processing</b>                                   | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>                                     | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>                                    | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>                                    | <p>Name</p> <p>Date of Birth</p> <p>Place of birth</p> <p>Address</p> <p>Ethnic origin</p> <p>Gender</p> <p>Place of work</p> <p>Relationship status</p> <p>Health</p> <p>Details of abuse</p> <p>Details of injuries</p> <p>Description of injuries</p>   |
| <b>Categories of Data Subject</b>                               | <p>Victim(s)</p> <p>Person making the disclosure</p> <p>Perpetrator of the alleged offence</p> <p>Others at risk</p> <p>Witness to incident</p>  |

|  |   |
|--|---|
|  | Others named e.g. doctors, teachers, social workers |
|--|---|

## Annex 7

| <b>Sarah's Law - Child Sex Offender disclosure scheme</b> |  |
|---|--|
| <b>Subject matter of Processing</b>                       | The Processing of Personal Data for the purposes of handling disclosures regarding child sex offenders.  |
| <b>Duration of Processing</b>                             | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>                               | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>                              | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>                              | <p>Name</p> <p>Date of birth</p> <p>Place of birth</p> <p>Ethnic origin</p> <p>Personal description</p> <p>Relationship status</p> <p>Description of incident</p> <p>Signature</p> <p>Description of injuries</p>  |
| <b>Categories of Data Subject</b>                         | <p>Victim(s)</p> <p>Person who is completing the disclosure form</p> <p>Alleged offender/perpetrator</p> <p>Officer involved in the report</p> <p>Supervisor involved in the report</p> <p>Others at risk</p> <p>Witness to incident</p>   |

|  |   |
|--|---|
|  | Others named e.g. doctors, teachers, social workers |
|--|---|



## Annex 8

| <b>Contacts Data - Law Enforcement</b> |  |
|--|--|
| <b>Subject matter of Processing</b>    | <p>The Processing of Personal Data for the purposes of handling requests to contact departments of the police force which includes the following:</p> <ol style="list-style-type: none"> <li>1. requesting an update on a crime report</li> <li>2. providing more information to be added to a crime report</li> <li>3. obtaining a crime reference number</li> <li>4. general enquiries</li> </ol>  |
| <b>Duration of Processing</b>          | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>            | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>           | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>           | <p>Name</p> <p>Date of birth</p> <p>Police registration certificate number</p> <p>Email address</p> <p>Phone number</p> <p>Address</p> <p>Reference number</p> <p>Crime reference number</p> <p>Description of incident</p>  |
| <b>Categories of Data Subject</b>      | <p>Person who is completing the form</p> <p>Officer</p> <p>Perpetrator of offence</p> <p>Victim(s)</p>   |

## Annex 9

| <b>Contacts Data - Non-Law Enforcement</b> |  |
|--|--|
| <b>Subject matter of Processing</b>        | <p>The Processing of Personal Data for the purposes of handling requests to contact departments of the police force which includes the following:</p> <ol style="list-style-type: none"> <li>1. Overseas visitor registration</li> <li>2. contacting the firearms licensing team</li> <li>3. contacting an officer or member of police staff</li> <li>4. contacting local policing team about an event</li> <li>5. contacting the speed camera team</li> <li>6. contacting the police force for advice</li> <li>7. contacting press or corporate communications</li> <li>8. contacting about a role</li> <li>9. general enquiries</li> </ol> |
| <b>Duration of Processing</b>              | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>                | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>               | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p>   |
| <b>Type of Personal Data</b>               | <p>Name</p> <p>Date of birth</p> <p>Police registration certificate number</p> <p>Email address</p> <p>Phone number</p> <p>Address</p> <p>Certificate number</p> <p>Reference number</p> <p>Crime reference number</p> <p>Current role i.e. club secretary or registered firearms dealer</p>   |

|                                   |   |
|-----------------------------------|---|
|                                   | <p>Station</p> <p>Organisation details</p> <p>Shoulder/warrant number</p> <p>Vehicle registration number</p> <p>Description of incident</p> |
| <b>Categories of Data Subject</b> | <p>Person who is completing the form</p> <p>Officer</p> <p>Employee of the force</p> <p>Perpetrator of offence</p> <p>Victim(s)</p>         |

## Annex 10

| <b>Equality Data – Non Law Enforcement</b> |   |
|--|---|
| <b>Subject matter of Processing</b>        | The Processing of equality data for the purposes of complying with the Equalities Act 2010.   |
| <b>Duration of Processing</b>              | 2 years, unless agreed otherwise.   |
| <b>Nature of Processing</b>                | Collection, holding, analysis and forwarding of Personal Data including special categories of Personal Data.  |
| <b>Purpose of Processing</b>               | Processing is carried out for the obligations and exercising specific rights of the controller in the field of social security and social protection law in so far as it is authorised by the Equalities Act 2010 and the Data Protection Act 2018. |
| <b>Type of Personal Data</b>               | <p>Ethnicity</p> <p>Ethnic Origin</p> <p>Faith/belief</p> <p>Gender</p> <p>Sex</p> <p>Sexual orientation</p> <p>Disability</p> <p>Medical information</p>   |
| <b>Categories of Data Subject</b>          | <p>Person making the report or submitting the request</p> <p>Victim(s)</p> <p>Alleged perpetrator</p>   |

**Annex 11**

| <b>'Thanks' data</b>                |  |
|-------------------------------------|--|
| <b>Subject matter of Processing</b> | The Processing of Personal Data for the purposes of handling reports of comments and gratitude to the police force in general, a specific branch or unit, police staff, contractors or volunteers.   |
| <b>Duration of Processing</b>       | 2 years, unless agreed otherwise.  |
| <b>Nature of Processing</b>         | Collection, holding, analysis and forwarding of Personal Data.   |
| <b>Purpose of Processing</b>        | <p>Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;</p> <p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p> |
| <b>Type of Personal Data</b>        | <p>Name</p> <p>Officer number</p> <p>Reference number</p> <p>Name</p> <p>Email address</p> <p>Phone number</p> <p>Personal description</p>   |
| <b>Categories of Data Subject</b>   | <p>Officer</p> <p>Person completing the report</p>   |

## SCHEDULE 9

### Participating Police Forces

Participating Police Forces

| <b>Name of Participating Police Force</b> | <b>Details of Participating Police Force</b> | <b>Date commenced Participation</b> | <b>Agreement Contact Name and Contact Details</b> | <b>DPO Name and Contact Details</b> |
|---|--|-------------------------------------|---|-------------------------------------|
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |
|   |  |                                     |   |                                     |

AS WITNESS the hands of the duly authorised representatives of the Parties on the date stated at the beginning of this Agreement.

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF AVON AND SOMERSET CONSTABULARY**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR AVON AND SOMERSET**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF BEDFORDSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CAMBRIDGESHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CHESHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMISSIONER OF POLICE FOR THE CITY OF LONDON** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMON COUNCIL OF THE CITY OF LONDON** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CLEVELAND** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF CUMBRIA CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR CUMBRIA** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DEVON AND CORNWALL POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DEVON AND CORNWALL**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DORSET POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DORSET** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DURHAM CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DURHAM** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF DYFED-POWYS POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR DYFED-POWYS** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF ESSEX POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE FIRE AND CRIME COMMISSIONER FOR ESSEX** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GLOUCESTERSHIRE CONSTABULARY )**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR GLOUCESTERSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GREATER MANCHESTER POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**GREATER MANCHESTER COMBINED AUTHORITY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF GWENT POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR GWENT** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HAMPSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HAMPSHIRE** )

in the presence of: )

Witness signature:

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HERTFORDSHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

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Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF HUMBERSIDE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF KENT POLICE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR KENT** )

in the presence of: )

Witness signature:

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SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LANCASHIRE CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LANCASHIRE** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF MERSEYSIDE POLICE** )

in the presence of: )

Witness signature:

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Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR MERSEYSIDE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE COMMISSIONER OF POLICE OF THE METROPOLIS** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE MAYOR'S OFFICE FOR POLICING AND CRIME** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORFOLK CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORFOLK** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTH WALES POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTH WALES** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE FIRE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE FIRE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NORTHUMBRIA POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SOUTH WALES POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE**

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF STAFFORDSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE FIRE AND CRIME COMMISSIONER FOR STAFFORDSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SUFFOLK CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SURREY POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SURREY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF SUSSEX POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR SUSSEX** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF THAMES VALLEY POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR THAMES VALLEY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST MERCIA POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:



SIGNED by )

duly authorised to sign for and on behalf of )

**THE CHIEF CONSTABLE OF WILTSHIRE POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE POLICE AND CRIME COMMISSIONER FOR WILTSHIRE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**BRITISH TRANSPORT POLICE** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**THE NATIONAL CRIME AGENCY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation:

SIGNED by )

duly authorised to sign for and on behalf of )

**CIVIL NUCLEAR CONSTABULARY** )

in the presence of: )

Witness signature:

Name:

Address:

Occupation: