



COLLABORATION AGREEMENT FOR THE PROVISION OF SERVICES TO THE POLICE, FIRE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE

COLLABORATING PARTNERS:

The Acting Police & Crime Commissioner for Cleveland

The Police, Fire & Crime Commissioner for North Yorkshire

This Collaboration Agreement is made on 1 July 2020

BETWEEN

(1) THE ACTING POLICE & CRIME COMMISSIONER FOR CLEVELAND (“The Commissioner for Cleveland”) c/o St Marks House, St Marks Court, Thornaby, Stockton-On-Tees TS17 6QW

(2) THE POLICE, FIRE & CRIME COMMISSIONER FOR NORTH YORKSHIRE (“The Commissioner for North Yorkshire) of 12 Granby Road, Harrogate HG1 4ST

(Parties together referred to as “the Commissioners” or “the Policing Bodies” as the context dictates)

INTRODUCTION

1. SECTION 1: THE LEGAL CONTEXT

1.1. The Commissioners wish to enter into a Collaboration Agreement pursuant to the duties under Section 22A Police Act 1996 (“the 1996 Act”) for the provision of services under Schedule 1 to the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”)

1.2. This Agreement is made pursuant to:-

1.2.1. the individual obligations of the Commissioners to appoint an individual under paragraph 6 of Schedule 1 to the Police Reform and Social Responsibility Act 2011 (“the 2011 Act”); and

1.2.2. the obligation of the Commissioner for North Yorkshire to appoint an individual under paragraph 7(1) of Schedule 1 to the 2011 Act; and

1.2.3. the confirmation of the North Yorkshire Police, Fire & Crime Panel, into an Acting senior appointment to the Commissioner for North Yorkshire, specifically that of Simon Dennis.

1.2.4. the appointment of two Assistant Chief Executives, namely Caroline Blackburn and Thomas Thorp serving in the Cleveland Assistant Chief Executive role profile and based at the Commissioner’s Offices in Harrogate, such appointment to be arranged by way of formal secondment or letter of temporary appointment into the Assistant Chief Executive role.

1.2.5. review and termination of the collaboration agreement for the provision of services to the Commissioner for North Yorkshire entered into on **1 April 2019**.

1.3. This Agreement provides support by a Policing Body for another Policing Body (a Policing Body collaboration provision) pursuant to s22A(2)(c) of the 1996 Act by way of secondment of staff in whole or part (referred to in this agreement as the Secondment(s) or the Secondee(s) as the context dictates).

1.4. The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the Policing Bodies and have consulted with their respective Chief Constables.

2. SECTION 2: THE PURPOSE OF THIS AGREEMENT

2.1. The Commissioners have agreed to enter into the collaboration in order that the Commissioner for Cleveland will provide support by way of services pursuant to paragraph 7(1) Schedule 1 of the 2011 Act. This is envisaged to be an arrangement which provides interim Acting provision until after the next ordinary election for the Commissioner but subject to review as per Clause 6.3.

2.2. This Collaboration Agreement has the effect of terminating by mutual agreement of the Parties the agreement entered into between the Parties and dated 1 April 2019.

3. SECTION 3: THE SERVICES

3.1. The Commissioner for Cleveland will provide the services of Simon Dennis for a maximum of three working days per week as Interim Chief Executive and Monitoring Officer to be applied in such a manner as the Commissioner for North Yorkshire and Simon Dennis shall agree, but on the basis of the following outline requirement:

3.1.1. Discharge of the activities ascribed to the individual exercising functions under paragraph 6 Schedule 1 of the 2011 Act.

3.1.2. Preparation for and attendance at the monthly Executive Board and meetings of the North Yorkshire Police, Fire and Crime Panel.

3.1.3. Decision making in line with the relevant Code of Governance for North Yorkshire and associated governance instruments. For the purposes of s18 of the 2011 Act in so doing, Simon Dennis and the appointed Assistant Chief Executives, will exercise functions pursuant to this Collaboration Agreement (and functions ascribed to their roles by virtue of the powers and duties of the Chief Executive under the 2011 Act) and not in the exercise of a function of the Commissioner for North Yorkshire.

- 3.1.4. Any other services that are reasonably incidental to the above.
- 3.2. In practice it is considered likely to entail Simon Dennis spending the equivalent of two extended days per week at the Office of the Police, Fire & Crime Commissioner in Harrogate but this may consist of part days in place of a whole day when appropriate.
- 3.3. The Commissioner for North Yorkshire will in support of the above arrangements appoint two Temporary Assistant Chief Executive officers, namely Caroline Blackburn and Thomas Thorp on a full time basis with duties to be performed in line with and reasonably incidental to the Cleveland OPCC role profile of Assistant Chief Executive.
- 3.4. The Commissioners agree that the persons serving in the role of Assistant Chief Executive under the agreement is to be treated for all purposes as a member of staff of the Commissioner for North Yorkshire pursuant to Schedule 1 Para 6 and shall be a member of the commissioner's staff for the purposes of s62(2).
- 3.5. For the purposes of the remaining provisions of s62 the Commissioner(s) and the persons concerned will use their best endeavours in the public interest to divest themselves of any conflict of interest in order to allow the Police and Crime Panel to determine matters under s62 in the interests of the public of the police area concerned.
- 3.6. The Commissioner for North Yorkshire will pay for the support as follows:
- 3.6.1. a fee equivalent to 50% of the cost of the Interim Chief Executive and Monitoring Officer, with the specific salary cost equivalent to be published in line with the Commissioners' transparency obligations.
- 3.6.2. such reasonable travel and out of pocket expenses as the Seconded incurs in connection with their duties in providing services to the Commissioner for North Yorkshire.
- 3.7. The Commissioner for Cleveland shall use her best endeavours to raise timely invoice(s) for the payment of the fee and expenses in such instalments as the Commissioners shall agree.
- 3.8. The Policing Bodies shall indemnify on demand and hold harmless each other against all claims arising out of or in connection with the provision of the Services or any failure to provide the Services, save that to the extent that either Policing Body is

entitled to recover any losses under a policy of insurance then the applicable Policing Body shall be required to pursue a claim under such policy and the indemnities in this shall only apply to such element of the losses (if any) that are not recovered under the insurance claim made by the Policing Body.

4. SECTION 4: EMPLOYMENT AND RESOURCES

- 4.1. The Seconded will remain at law an employee of the Commissioner for Cleveland and shall be entitled to return to their Cleveland role upon the termination of this Agreement, notwithstanding that for as long as this Agreement shall remain in Force, but for the purposes of sub-paragraphs 1(a) and (3) of paragraph 6 of Schedule 1 to the 2011 Act, the Seconded shall be a member of staff of the Commissioner for North Yorkshire and the Commissioner for Cleveland.
- 4.2. The Seconded is a senior appointment to the staff of the Commissioner for North Yorkshire and the Commissioner for Cleveland for the purposes of paragraph 9 of Schedule 1 of the 2011 Act.
- 4.3. For the purposes of discharge of the duties to the Commissioner for North Yorkshire, the Seconded shall owe statutory and fiduciary duties to the Commissioner for North Yorkshire.
- 4.4. The Commissioner for North Yorkshire shall provide a suitable working environment and administrative support for the Seconded for the purposes of the discharge of the Seconded's duties. The Commissioners intend that existing IT and other equipment be utilised where possible subject to Schedule A of this Agreement.

5. SECTION 5: POLICY AND COMPLIANCE

- 5.1. Notwithstanding Section 4 above and subject to clause 5.2 below, the Commissioners (to the extent necessary to give effect to his collaboration) and the Seconded shall comply with the governance instruments, Policies and Procedures ("the rules") of both of the Commissioners, including but not limited to provisions in respect of conduct, complaints, vetting, confidentiality, dispute resolution, intellectual property and information security.
- 5.2. To the extent that the respect Commissioners' rules are mutually incompatible, there shall be a presumption in favour of compliance with the rules of the Commissioner for Cleveland. Subject to that presumption, the Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

6. SECTION 6: COMMENCEMENT, DURATION, REVIEW, TERMINATION

- 6.1. The Commencement Date of this Agreement is **1 July 2020**.
- 6.2. Subject explicitly to Clause 6.3 the initial term of this Agreement runs from the Commencement Date until 30 June 2021 inclusive.
- 6.3. A review of the efficiency and effectiveness of this Agreement shall be undertaken by the Commissioner for North Yorkshire after 6 months in such a manner as the Commissioners agree with recommendations jointly to the Commissioners for any extension or other beyond the initial term.
- 6.4. Extension may be executed by an exchange of side letters or by concluding a new or supplementary collaboration agreement, as the Commissioners consider appropriate.
- 6.5. Subject to clause 6.6 below this Agreement may be terminated on reasonable notice given on any day by either of the Policing Bodies. The Policing Body terminating the Agreement shall remain liable to discharge its obligations under this Agreement prior to the giving of notice and during the notice period.
- 6.6. In determining the period of notice which is reasonable in all the circumstances, the Policing Bodies agree that there should be a presumption in favour of not less than 6 months' notice by either party; and note that this agreement is intended by them, for reasons of certainty and continuity (including for the Commissioners who take office after the next ordinary election) to endure until 30 June 2021 unless earlier termination is required as a result of the circumstances beyond the current contemplation of one or more of the Policing Bodies.
- 6.7. In recognition of the fact that the law invests personal statutory and fiduciary duties in the person responsible for the proper administration of a Commissioner's affairs, the following is agreed:
- 6.7.1. The Commissioners may by mutual agreement suspend or terminate or amend this Agreement forthwith in the event of the suspension or termination of the Seconded's employment with the Commissioner for Cleveland (for the purposes of paragraph 7(1)(a) of Schedule 1 to the 2011 Act) or in the event of his incapacitation (for the purposes of paragraph 7(1)(b) of that Schedule).
- 6.7.2. If at any time during the collaboration period: the Seconded commits any act or makes any omission which if (s)he were an employee of North Yorkshire would entitle the Commissioner for North Yorkshire to dismiss that person summarily;

and/or a Seconded conducts themselves in a manner prejudicial to the business of the Commissioner for North Yorkshire, then the Commissioner for North Yorkshire will be entitled by written notice to the Commissioner for Cleveland to terminate the agreement with immediate effect provided always that in such circumstances the Commissioner for North Yorkshire will give the Commissioner for Cleveland full reasons for such termination and assist in all subsequent disciplinary actions that arise as a consequence of such events.


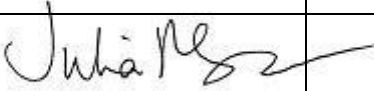
7. SECTION 7: TRANSPARENCY & INFORMATION MANAGEMENT

- 7.1. This agreement is not confidential and will be published at the discretion of the Commissioners in whole or in summary, pursuant to s23E of the 1996 Act.
- 7.2. The Commissioners shall enter into such separate agreement as may be necessary to cater for compliance with data protection law arising from or in connection with this agreement.
- 7.3. Each Party acknowledges that all the Parties are subject to the requirements of the FOIA and the EIR and each Party shall assist and cooperate with the other Parties to enable each Party to comply with its Information disclosure obligations as set out Schedule B to this Agreement.
- 7.4. The Information Sharing Agreement at **Schedule A** is agreed by the Parties and is incorporated within the terms of this Agreement.

8. SECTION 8: GOVERNING LAW AND JURISDICTION

- 8.1. This Agreement is subject to the law of England and Wales
- 8.2. For the avoidance of doubt, no person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9. IN WITNESS the Parties have signed below on the dates indicated

POLICING BODY	NAME	SIGNATURE	DATE
Acting Police & Crime Commissioner for Cleveland	LISA OLDROYD		19.11.2020
Police, Fire & Crime Commissioner for	Julia MULLIGAN		

North Yorkshire			
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SCHEDULE A

This Schedule A to the Agreement in respect of data protection and information management is agreed between the Parties to enable the secondment of staff and use of data storage and IT equipment and systems not within the control of one or other of the Parties.

For the purposes of this Schedule the Parties includes employees and staff of the Commissioners and their electronic data storage and processing systems.

PART 1

FREEDOM OF INFORMATION ACT 2000

1. Each Party acknowledges that all the Parties are subject to the requirements of the FOIA and the EIR and each Party shall assist and cooperate with the other Parties to enable each Party to comply with its Information disclosure obligations as set out in this Agreement.
2. Each Party shall:
 - 2.1. transfer to the relevant Party's Data Protection Officer all Requests for Information relating to that Party that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;
 - 2.2. provide the relevant Party with a copy of all Information in their possession or power in the form that the relevant Party requires within 5 Business Days of the Party's request;
 - 2.3. provide all necessary assistance as reasonably requested by the relevant Party to enable the relevant Party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR; and
 - 2.4. not respond directly to a Request for Information relating to any other Party without first consulting with the other Party.
3. Notwithstanding any other provision in this Agreement, each Party shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

4. The Parties acknowledge that (notwithstanding the other provisions of this agreement) each Party may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("Code"), be obliged under the FOIA or the EIR to disclose Information concerning the other Party:
 - 4.1. in certain circumstances without consulting the other Party; or
 - 4.2. following consultation with the other Party and having taken its views into account,
 - 4.3. provided always that the Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate and without putting itself in breach of applicable Law, to give the other Party advanced notice or, failing that, to draw the disclosure to the other Party's attention after any such disclosure.

CONFIDENTIALITY

5. Except to the extent set out in this paragraph 5 or where disclosure is expressly permitted in this Agreement, each Party (the "Receiving Party") shall:
 - 5.1. treat the Confidential Information of another Party (the "Disclosing Party") as confidential and safeguard it accordingly;
 - 5.2. not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent; and
 - 5.3. not use any of the Disclosing Party's Confidential Information otherwise than for the purposes of this Agreement.
6. Paragraph 5 **Error! Reference source not found.** shall not apply to the extent that such disclosure is a requirement of Law placed upon the Receiving Party (including any requirements for disclosure under the FOIA or the EIR **Error! Reference source not found.**) or the Receiving Party is required to do so by a court of competent jurisdiction or by any Regulatory Body with jurisdiction over the Receiving Party provided that the Receiving Party shall:
 - 6.1. not make any disclosure without first consulting with the Disclosing Party; and
 - 6.2. only copy or disseminate Confidential Information to third parties in accordance with and to the extent of the relevant Law; or
 - 6.3. such disclosure is in accordance with this Agreement; or
 - 6.4. such information was:
 - 6.4.1. in the possession of the Receiving Party making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party; or
 - 6.4.2. obtained from a third party without obligation of confidentiality; or
 - 6.4.3. already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

6.4.4. independently developed without access to the Disclosing Party's Confidential Information.

7. Each Receiving Party may only disclose Confidential Information to its personnel (including its consultants, contractors or other persons engaged by the Receiving Party) who are directly involved in the operation of this Agreement and who need to know such information, and shall ensure that such personnel are aware of and shall comply with these obligations as to confidentiality. In the event that any default, act or omission of any of the Receiving Party's personnel causes or contributes (or could cause or contribute) to the Receiving Party breaching its obligations as to confidentiality under or in connection with this Agreement:
 - 7.1. the relevant Receiving Party shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;
 - 7.2. to the fullest extent permitted by its own obligations of confidentiality to any of the Receiving Party's personnel, the relevant Receiving Party shall provide such evidence to the Disclosing Party as the Disclosing Party may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Receiving Party is taking appropriate steps to comply with this paragraph, including:
 - 7.2.1. copies of any written communications to and/or from the Receiving Party's personnel; and
 - 7.2.2. any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the Receiving Party's personnel in connection with obligations as to confidentiality.
8. Nothing in this Agreement shall prevent any Receiving Party from disclosing the Disclosing Party's Confidential Information:
 - 8.1. to any Regulatory Body or to any Contracting Authority (and Regulatory Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Regulatory Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party that is not part of any Regulatory Body or any Contracting Authority);
 - 8.1.1. for the purpose of the examination and certification of the Receiving Party's accounts; or
 - 8.1.2. for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Receiving Party has used its resources,

- 8.1.3. provided that the relevant Receiving Party uses all reasonable endeavours to ensure that the Regulatory Body, Contracting Authority, employee, third party, or sub-contractor to whom the Disclosing Party's Confidential Information is disclosed pursuant to this paragraph 8 is made aware of the Receiving Party's obligations of confidentiality.
9. Nothing in this Agreement shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent this use does not result in a disclosure of the Disclosing Party's Confidential Information in breach of this paragraph or an infringement of Intellectual Property.
10. Each Party shall tell the affected Party(ies) immediately if it discovers that any provision of this Agreement has been breached and shall give the affected Party all reasonable assistance in connection with any proceedings arising from such breach.
11. The Parties agree that damages may not be an adequate remedy for any breach of this paragraph by any Party and that the affected Party(ies) shall be entitled to obtain any legal and/or equitable relief, including injunction, in the event of any breach of the provisions of this Agreement.
12. For the avoidance of doubt nothing in this Agreement is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.
13. The obligations in this Agreement shall continue without limit in time.

PART 2 INFORMATION MANAGEMENT AND SECURITY REQUIREMENTS FOR ALL DATA

DATA SECURITY

14. The Commissioners shall ultimately oversee and hold responsibility for information security and information risk management for all business activities undertaken within the terms of this Agreement.
15. The Commissioners acknowledge and agree that they each have obligations relating to the security of data in their control.
16. Each Party acknowledges and agrees that it shall be responsible for the quality of the data that it enters onto the IT Systems.
17. During the term of this Agreement each Party shall comply with all relevant obligations.
18. Unless stated otherwise in this Agreement, each Party shall:
 - 18.1. ensure access to data is confined to authorised persons only;
 - 18.2. take responsibility for preserving the integrity, security and confidentiality of data and any Police data and preventing the corruption, unauthorised disclosure or loss of the Police Data;

- 18.3. perform secure back-ups of all data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity and Disaster Recovery Plan (“the BCDR”); and
 - 18.4. ensure that any system (including without limitation any paper records, personal computer, laptop, server, storage device and removable media) on which they hold any data, including back-up data, is a secure system.
19. If, at any time, any Party suspects or has reason to believe that any data has been or could be lost or that any Police Data has or may become degraded in any way for any reason, then that Party shall notify the other Party immediately by telephone (followed by email) and inform them of the remedial action that it proposes to take. The Parties shall work together to restore or procure the restoration of the data to the extent and in accordance with the requirements specified in the BCDR Plan and IT Policies.
20. Each Party shall, as an enduring obligation throughout the term of this Agreement and the existence of Agreement, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of and minimise the impact of Malicious Software in that Party's systems and/or the IT System.
21. Notwithstanding the above provisions, if Malicious Software is found on the IT System, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of data, assist each other to mitigate any losses.

INFORMATION MANAGEMENT

22. Each Party shall not store, copy, disclose or use data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by all the Parties;

RISK MANAGEMENT

23. Each Party shall comply with the provisions of the BCDR and shall ensure that it is able to implement its obligations under the BCDR Plan at any time.
24. The relevant Information Asset Owner(s) shall:
- 24.1. maintain an information risk register and coordinate activity to mitigate identified risks, utilising the collective information security resources of the Parties as necessary and by mutual agreement and report its management of such risks to the SIRO as required;
 - 24.2. ensure that there are appropriately documented procedures to manage access to the IT System, proportionate to the risks associated with the IT System, including any associated personnel security vetting and removal of access, when there is no

longer a legitimate business need for that access. This will include any necessary supplementary procedures relating to remote and/or third party access;

- 24.3. ensure that robust arrangements are in place to monitor and audit the use of the IT System, to include appropriate reporting mechanisms and independent verification as necessary.
25. Except as expressly provided otherwise in this Agreement, the Parties shall comply with their data retention policy and shall return to each Party any data belonging to that Party held by the other Party that is no longer required for the purpose for which it was provided.
26. The Parties shall be responsible for ensuring the safe subsequent disposal of any archived copies of data that have been created by back-up or recovery procedures carried out by the other Party.

PART 3 INDEPENDENT DATA CONTROLLER AGREEMENT

27. These arrangements have been made between the Commissioners as Independent Controllers.
28. With respect to data provided by one Party to the other by operation of this Agreement, each Party shall act as Controller but data arising out of the collaboration Agreement will not be under their joint control and each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such data as Controller.
29. The Parties shall only provide data to the other Party:
 - 29.1. to the extent necessary to perform the respective obligations under this Agreement;
 - 29.2. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects).
30. Each Party will put in place appropriate measures within their organisation in line with their respective policies to prevent any unauthorised or unlawful processing.
31. Where a Party to this Agreement receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to data provided to it by the other Party pursuant to this Agreement:
 - 31.1. the other Party shall provide any information and/or assistance as reasonably requested by the Party to help it respond to the request or correspondence; or
 - 31.2. where the request or correspondence is directed to the other Party and/or relates to the other Party's processing of data, the Party will:
 - 31.2.1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Data Protection Officer ("the DPO")

for the relevant Commissioner that it has received the same and shall forward such request or correspondence to the other DPO; and

31.2.2. provide any information and/or assistance as reasonably requested by the other DPO to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

32. The Lead DPO shall promptly notify the other DPO upon it becoming aware of any Personal Data Breach relating to data provided by the other Party pursuant to this Agreement and shall:
- 32.1. do all such things as reasonably necessary to assist the other DPO in mitigating the effects of the Personal Data Breach;
 - 32.2. implement any measures necessary to restore the security of any compromised Collaboration Data;
 - 32.3. work with the other DPO to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 32.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
33. The cost of any liabilities or fines that are incurred as a result of any Personal Data Breaches relating to Collaboration Agreement which arise as a result of this Agreement shall be initially paid by the relevant Controller and each Party agrees to proportionately reimburse any such costs as are reasonable in all the circumstances.
34. Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement.
35. Data shall not be retained or processed for longer than is necessary to perform the Parties' obligations under this Agreement.
36. The Parties will initiate a periodic review of these independent controller provisions and or on request of the other Party initiate an immediate review of the arrangements. The Parties may decide to continue, amend or terminate the arrangements depending on the outcome of any review.
37. Each Commissioner undertakes to indemnify and keep indemnified the other against any liability which may be incurred as a result of its breach of the provisions set out in this Schedule.

DETAILS OF SIRO, DPO, AND IT SYSTEM

SIRO	
DPO	
IT SYSTEM	