

**COLLABORATION AGREEMENT**

**IN RELATION TO**

**Regional Scientific Support Services Yorkshire and the Humber**

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THIS AGREEMENT is made on 27th July

2023

**BETWEEN THE FOLLOWING CHIEF OFFICERS**

1. The Chief Constable of Humberside Police, Police Headquarters, Priory Road, Hull, HU5 5SF
2. The Chief Constable of North Yorkshire Police, Police Headquarters, Alverton Court, Northallerton DL6 1BF
3. The Chief Constable of South Yorkshire Police Carbrook House, Carbrook Hall Road, Sheffield S9 2EG
4. The Chief Constable of West Yorkshire Police, Police Headquarters, Laburnum Road, Wakefield, West Yorkshire, WF1 3QP

**AND THE FOLLOWING POLICING BODIES:**

5. The Police and Crime Commissioner for Humberside, The Lawns Harland Way Cottingham HU16 5SN
6. The Police, Fire and Crime Commissioner for North Yorkshire, 12 Granby Road, Harrogate HG1 4ST
7. The Police and Crime Commissioner for South Yorkshire, Carbrook House, Carbrook Hall Road, Sheffield S9 2EG
8. West Yorkshire Combined Authority (formerly the Police and Crime Commissioner for West Yorkshire) Wellington House, 40-50 Wellington Street, Leeds, West Yorkshire, LS1 2DE

**IT IS AGREED AS FOLLOWS:**

**1. Introduction and Legal Context**

- 1.1. The Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 dated 31<sup>st</sup> March 2013 for the provision of policing services (the 2013 Agreement). South Yorkshire Police, Humberside Police and West Yorkshire Police (the three forces) intended to enter into a sub function collaboration agreement made pursuant to the 2013 Agreement in relation to the Forensic Collision Investigation function commencing on 1 February 2017. This three forces agreement was to sit underneath the 2013 Agreement alongside the Parties existing collaboration agreement for Regional Scientific Support Services (RSSS). The three forces collaborated in relation to collision investigation function from that date.
- 1.2 The Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 dated 31<sup>st</sup> March 2014 pursuant to which they established a collaborative venture known as RSSS YatH with the aim of providing scientific support services to the parties to the collaboration (the "**RSSS Collaboration Agreement**").
- 1.3. The review date in the RSSS Collaboration Agreement expired and on review of the RSSS Collaboration Agreement the parties decided that a new and updated collaboration agreement should be negotiated and agreed to replace the existing RSSS Collaboration Agreement.
- 1.4 The parties entered into a new Collaboration Agreement for RSSS on 19<sup>th</sup> February 2021 which replaced the earlier RSSS Collaboration Agreement.
- 1.5 On 10<sup>th</sup> May 2021 West Yorkshire Combined Authority became the statutory successor to the Police and Crime Commissioner for West Yorkshire.
- 1.6 The Parties have decided that a new and updated collaboration agreement should be completed to include inter alia reference to the inclusion of the Forensic Collision Investigation function of all the parties so that there is one collaboration agreement in relation to RSSS.
- 1.7. The Chief Officers and the Policing Bodies now wish to enter into a collaboration agreement pursuant to section 22A of the Police Act 1996 (as amended by the PRSRA) containing provision relating to:

1.7.1. the discharge of functions of members of a police force (“force collaboration provision”); and/or

1.7.2. the support by a policing body for another policing body (“policing body collaboration provision”).

1.8. This Agreement sets out the arrangements for the discharge of the Policing Bodies’ functions under this collaboration.

1.9. The Parties are cognisant of their rights and responsibilities under the PRSRA and that Policing Bodies are constrained by the provisions of section 18 of the PRSRA and as a result unable to delegate their functions to Chief Officers, other Policing Bodies, police constables or staff of either Chief Officers or other Policing Bodies. Each Party acknowledges that for this Agreement to be binding on its Police Service it must be signed by both its Chief Officer and its Policing Body (or their respective authorised delegates).

1.10. This Agreement replaces any earlier collaboration agreements entered into in respect of Regional Scientific Support Services Yath and governs the Parties’ continued collaboration in relation to RSSS Yorkshire and Humber Regional Scientific Support Services. The Parties consider that the continuation of RSSS Yorkshire and Humber Regional Scientific Support Services would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Parties hereby agree to exercise their collaboration functions so as to give effect to this Agreement. In particular:

1.10.1. the Policing Bodies agree that they shall provide the financial resources and support to RSSS Yath including, but not limited to, premises, equipment, fleet, staff, services and facilities in accordance with the terms and conditions of this Agreement; and

1.10.2. the Chief Officers agree that they should continue to collaborate in RSSS Yath and that they shall provide the officers, staff, equipment and support necessary to give effect to this Agreement.

1.10.3. the Chief Constable’s understand and accept their legal responsibilities in relation to accreditation for ISO 17025 and ISO 17020 standards.

1.11. The responsibilities and aims of RSSS Yath (more particularly described in **Schedule 1**) are:

1.11.1. to provide a centrally managed, locally delivered, comprehensive, effective and efficient Regional Scientific Support Service that fully utilises resources and emerging technologies to meet the needs of the public, investigators, partners and other stakeholders;

1.11.2. to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of the provision of Regional Scientific Support Services and

1.11.3. anything which could be considered incidental or ancillary to any of the aforementioned aims.

1.12. This Agreement shall take effect from the Effective Date and shall continue in force until terminated in accordance with **Clause 23**.

1.13. Each Party shall comply with applicable Law in its performance of its obligations under this Agreement.

## 2. Definitions and Interpretations

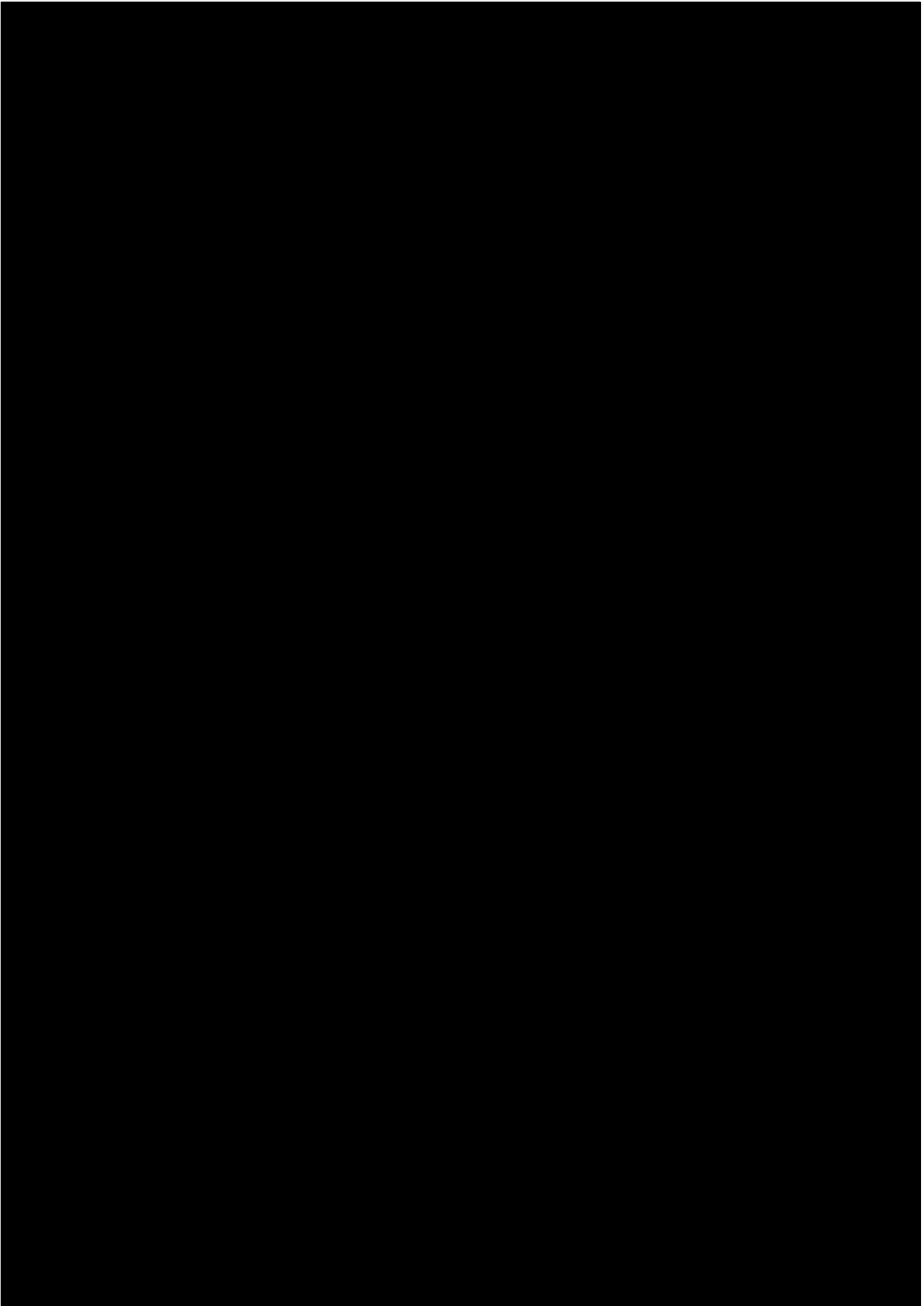
2.1. In this Agreement except where a different interpretation is clear from, or necessary in the context, the following terms shall have the following meanings:

“ACC” means Assistant Chief Constable;

“Agreement” means this document, including its Clauses and Schedules, as amended from time to time in accordance with **Clause 21**;

“Apportionment Ratio”	means the percentage of overall cost, liability or benefit in respect of which each Police Service is responsible or entitled as set out in the Funding Principles;
“Budget”	means the annual revenue and capital budget for RSSS Yath prepared by the Lead Policing Body in accordance with <b>Clause 6.1.1</b> and approved by the Policing Bodies in accordance with <b>Clause 3.2.5.1</b> ;
“Business Day”	means any day other than a Saturday or Sunday or public or bank holiday in England and Wales;
“Business Plan”	means the Business Plan for delivering the Strategy prepared by the Director of RSSS in accordance with <b>Clause 5.1.3 and Schedule 4</b> and approved by the CCOB in accordance with <b>Schedule 4</b> ;
“Centrally Funded Team”	means those officers and staff employed by the Lead Chief Officer of Lead Policing Body forming RSSS Yath and who are funded in accordance with the terms of the Agreement;
“Chief Officer”	means a chief officer (as defined under section 231 (3) of the Police Act 1996) who is a signatory to this Agreement and any successor body;
“Effective Date”	means 1 <sup>st</sup> April 2022;
“External Funding”	means any funding or assistance provided by a Funding Body to any Party for use by or in connection with the RSSS Yath
“Financial Contribution”	means any cash contribution (to be) made by a Party in accordance with <b>Schedule 2</b> ;
“Funding Body”	means the Home Office or any state, public or private body that provides External Funding to the Parties;
“Funding Conditions”	means the terms on which a Funding Body provides any External Funding to the Parties;
“Funding Principles”	means the principles upon which the Parties shall fund and/or resource RSSS Yath as set out in <b>Schedule 2</b> ;
“Head of Unit”	means the individual appointed from time to time by the Lead Chief Officer as the Head of RSSS Yath
“Intellectual Property”	means any patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, artistic rights, know how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

“Law”	means any applicable law, statute, by-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directive or requirement of any Regulatory Body, delegated or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 or enforceable right within the meaning of section 2 of the European Communities Act 1972 or notice of any Regulatory Body;
“Lead Chief Officer”	The Chief Constable for West Yorkshire;
“Lead Policing Body”	West Yorkshire Combined Authority;
“Management Boards”	means collectively, CCOB, RDCC, RACO, RACC who together provide the management and direction of RSSS Yath;
“RACC”	means the Regional Assistant Chief Constables Board whose terms of reference are set out at Schedule 4;
“RACO”	means the Regional Assistant Chief Officer Board whose terms of reference are set out at Schedule 4;
“RDCC”	means the Regional Deputy Chief Constables Board whose terms of reference are set out at Schedule 4;
“CCOB”	means the Chief Constables Operating Board whose terms of reference are set out at Schedule 4;
“Original Collaboration Agreement”	has the meaning set out in <b>Clause 1.1</b> ;
“Party” or “Parties”	means a party or the parties to this Agreement and shall include the Chief Officers and the Policing Bodies;
“Police Data”	has the meaning given in <b>Schedule 5</b> ;
“Police Service”	means the Chief Officer and the Policing Body from the same police force area;
“Policing Body”	means a local policing body (as defined under section 101 of the Police Act 1996) or any other public body discharging policing functions (including any public body taking on the role of fire and rescue authority) who is a signatory to this Agreement and any successor body;
“PRSRA”	means the Police Reform and Social Responsibility Act 2011;
“Regulatory Body”	means any government department or regulatory, statutory or other entity, committee, ombudsman or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Parties;
“Resource Contribution”	means any non-cash contribution (including the provision of staff and/or officers) (to be) provided by each Party to facilitate the delivery of RSSS;
“Responsibilities and Aims”	means the responsibilities and aims of RSSS Yath as identified by the Parties and set out in <b>Clause 1.7</b> and more particularly described in <b>Schedule 1</b> ;
“RSSS”	means Regional Scientific Support Services





- 3.2.5.3. any over spend identified at any time (to the extent not already covered in the Budget);
  - 3.2.5.4. opportunities for income generation by RSSS YatH proposed by the Lead Policing Body;
  - 3.2.5.5. any changes to the Apportionment Ratio (including as a result of the withdrawal from this Agreement of one or more Police Services or as a result of any other event that would have an impact on the Financial Contributions);
  - 3.2.5.6. any virements proposed by the Director of RSSS YatH
- 3.2.6. approving the purchase or lease of any facilities, equipment, fleet or premises in accordance with **Clause 15.6** which have a value in excess of £100,000 or have not been specifically identified in the Budget;
- 3.2.7. resolving, where applicable, any disputes which may arise in accordance with **Clause 26**;
- 3.2.8. without prejudice to **Clause 3.2.5** approving any proposals for any significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of RSSS YatH
- 3.2.9. reviewing this Agreement for the purpose of maintaining a legal framework in which RSSS YatH can function in an efficient and effective manner for one or more Policing Bodies and the police forces they maintain and proposing any amendments to the terms of this Agreement for approval by the Parties;
- 3.2.10. requesting, by written notice to the Parties, the periodic review of this collaboration at such frequency as they determine necessary;
- 3.2.11. determining the frequency of the submission of reports by the Lead Policing Body and/or the Director of RSSS YatH in accordance with this Agreement; and
- 3.2.12. carrying out any of their other obligations set out in this Agreement.
- 3.3. The Parties agree that any approvals required pursuant to **Clause 3.2** may be obtained in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Policing Body shall be responsible for managing the process by which such approvals are obtained.
- 3.4. The Policing Bodies agree that the position of the Policing Bodies on any of the matters set out in **Clause 3.2** shall be the position adopted by the majority of the Policing Bodies who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.3**.
- 3.5. The Chief Officers shall be responsible for:
- 3.5.1. advising the Policing Bodies on the operational considerations to be accommodated in the Strategy for the RSSS YatH in accordance with the Responsibilities and Aims;
  - 3.5.2. approving the Business Plan and providing a copy to each Policing Body;
  - 3.5.3. monitoring, from an operational perspective, the effectiveness and efficiency of RSSS YatH and considering ways in which the functions of RSSS YatH could be exercised to improve the effectiveness and efficiency of the Police Services;
  - 3.5.4. resolving, where applicable, any disputes which may arise from an operational perspective in accordance with **Clause 26**;
  - 3.5.5. monitoring compliance with legislative requirements and applicable national standards;
  - 3.5.6. monitoring the ethical and equality standards of RSSS YatH
  - 3.5.7. reviewing this Agreement for the purpose of maintaining a legal framework in which RSSS YatH can function in an efficient and effective manner from an operational perspective and proposing any amendments to the terms of this Agreement for approval by the Parties;
  - 3.5.8. proposing to the Policing Bodies for their approval, or (where requested) advising the Policing Bodies on, any recommendations for any significant alteration to the staffing of RSSS YatH

- 3.5.9. reviewing the direction and control of officers within RSSS YatH ;
  - 3.5.10. determining the frequency of the submission of reports by the Director of RSSS YatH to the Chief Officers in accordance with this Agreement; and
  - 3.5.11. carrying out any of their other obligations set out in this Agreement.
- 3.6. The Parties agree that any approvals required pursuant to **Clause 3.5** may be obtained in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Chief Officer shall be responsible for managing the process by which such approvals are obtained.
- 3.7 The Chief Officers agree that the position of the Chief Officers on any of the matters set out in **Clause 3.5** shall be the position adopted by the majority of the Chief Officers who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.6**.

#### 4. The Management Boards

- 4.1. The Parties agree that there shall be the following Management Boards for RSSS YatH;
- 4.1.1 CCOB
  - 4.1.2 RDCC
  - 4.1.3 RACO
  - 4.1.4 RACC
- 4.2. The Terms of Reference of the Management Boards (together with any other governance bodies applicable to RSSS YatH) are set out in **Schedule 4**.
- 4.3. The Terms of Reference shall be subject to the Policing Bodies' powers of delegation and/or any approvals required from the Policing Bodies as set out in **Clause 3.2** and/or any approvals required from the Chief Officers as set out in **Clause 3.5**. For the avoidance of any doubt, in the event of any conflict between:
- 4.3.1. the provisions of **Schedule 4** and **Clause 3.2**, the provisions of Schedule 4 shall prevail;
  - 4.3.2. the provisions of **Schedule 4** and **Clause 3.5**, the provisions of Schedule 4 shall prevail;
  - 4.3.3. the provisions of **Clause 3.2** and **Clause 3.5**, the provisions of Schedule 4 shall prevail.
- 4.4. RSSS YatH shall, via CCOB, be accountable to:
- 4.4.1. the Policing Bodies in relation to matters governed by **Clause 3.2**;
  - 4.4.2. the Chief Officers in relation to matters governed by **Clause 3.5**.

#### 5. Director of RSSS YatH Responsibilities

- 5.1. Subject to the responsibilities of the Policing Bodies, the Chief Officers and the Management Boards and to the provisions of **Schedule 4**, the Director of RSSS YatH shall be responsible for
- 5.1.1. the day to day organisation and tasking of RSSS YatH and the leadership of the police staff within RSSS YatH;
  - 5.1.2. the formulation (in consultation with the appropriate Management Boards, where necessary) of policy, procedure and guidance for RSSS YatH;
  - 5.1.3. the preparation (in consultation with the CCOB) of a Business Plan which shall include how the Strategy shall be delivered in the relevant period from an operational perspective and how the maintenance and continued development of RSSS YatH in line with the Strategy will be ensured;
  - 5.1.4. the appointment, assignment, grading, appraisal, training and assessment of police staff within the framework set by RSSS YatH and approved by the Policing Bodies;

- 5.1.5. maintaining discipline of the staff within RSSS YatH in accordance with the rules, procedures and regulations of RSSS YatH or the relevant home Police Service (as appropriate);
- 5.1.6. managing, monitoring and reporting to the Lead Policing Body on income and expenditure against the Budget;
- 5.1.7. supporting the Lead Policing Body with the preparation of the Budget;
- 5.1.8. proposing any virements between budget heads within the Budget for approval by the Policing Bodies in accordance with **Clause 3.2.5.6**;
- 5.1.9. preparing (or assisting with the preparation, as appropriate, of) any document or report required by the Chief Officers, the Policing Bodies, the Lead Policing Body or a Management Board in accordance with this Agreement;
- 5.1.10. carrying out its responsibilities set out in **Clause 7.2**
- 5.1.11. carrying out any of its other obligations set out in this Agreement.

5.2. The Director of RSSS YatH shall be accountable to the Management Boards.

## 6. Lead Policing Body's responsibilities

6.1. Subject to **Clause 3.2**, the Lead Policing Body shall be responsible for:

- 6.1.1. preparing the Budget in consultation with the Director RSSS and any other relevant persons;
- 6.1.2. preparing (in consultation with Director RSSS and any other relevant persons) the Strategy which shall include how the Responsibilities and Aims are to be met, and the priorities and direction of travel for RSSS YatH
- 6.1.3. working with the Director of RSSS YatH to achieve the Responsibilities and Aims;
- 6.1.4. presenting opportunities for income generation by RSSS to the Policing Bodies
- 6.1.5. preparing any additional reports relating to RSSS YatH requested by the Policing Bodies;
- 6.1.6. managing the process by which approvals for RSSS YatH are to be obtained from the Policing Bodies;
- 6.1.7. receiving and distributing the quarterly reports submitted pursuant to **Clause 8.19**;
- 6.1.8. carrying out its responsibilities set out in **Clause 7.2**
- 6.1.9. ensuring any review of this Agreement is carried out in accordance with **Clause 21.1**;  
and
- 6.1.10. carrying out any of its other obligations set out in this Agreement.

## 7. Efficiency and Cost Recovery

7.1. As part of Regional Scientific Support's aim to improve the efficiency and effectiveness of the Police Services and to reduce/recover costs, the Parties agree that RSSS YatH may sell and market its products or services to third parties (both in the public and private sector) so long as the provision of products or services to third parties:

- 7.1.1. does not have a negative impact on the RSSS YatH or collaboration created pursuant to this Agreement;
- 7.1.2. does not prejudice the delivery of the Responsibilities and Aims;
- 7.1.3. is in accordance with the Law; and
- 7.1.4. does not have a negative impact on the financial arrangements of RSS YatH.

7.2 For the purposes of **Clause 7.1**, the Parties agree that:

- 7.2.1 the Lead Policing Body is authorised on behalf of RSSS YatH to:
- 7.2.1.1 agree the standard terms and conditions of the contracts with third parties (both public and private sector) for the supply of products or services by RSSS YatH
  - 7.2.1.2 agree the charging and pricing model for the products/services (which can include a different pricing model for private sector clients to that to be put in place for public sector bodies and may involve different charges for different products/services;
  - 7.2.1.3 negotiate and agree any changes to the charging and pricing model and/or the terms and conditions of any contract with any third party; and
  - 7.2.1.4 subject to **Clause 7.2.2**, decide what (if any) additional products/services developed by RSSS YatH may be supplied by the Lead Policing Body on behalf of RSSS YatH to third parties in order to further reduce the costs of RSSS YatH
- 7.2.2 the Lead Policing Body shall not enter into any contracts with third parties for the provision by such third parties to it of any products and/or services (including licences of software or other intellectual property rights) which may be required to enable RSSS YatH to develop and/or supply its products or services as anticipated by **Clause 7.1** without the approval of the Policing Bodies. For the avoidance of doubt, this **Clause 7.2.2** shall not prevent the Lead Policing Body from signing such contracts with third parties as are required to enable it to meet its obligations set out in **Clause 16**;
- 7.2.3 the Lead Policing Body shall sign such contracts (as referred to in **Clause 7.2.1.1** and, where approved, **Clause 7.2.2** or otherwise required to achieve the Responsibilities and Aims) in its own name for the benefit of RSSS YatH and;
- 7.2.4 the officers, staff, equipment, fleet and support provided by the Parties in accordance with **Clause 1.6**, may be utilised by the Lead Policing Body as necessary to enable the Lead Policing Body to provide the products and/or services in accordance with any third party contracts entered into by the Lead Policing Body pursuant to **Clause 7.2.1.1** and, where approved, **Clause 7.2.2**.
- 7.3 The Parties acknowledge and agree that they shall not be required to provide officers, staff, equipment, fleet and support additional to that required pursuant to **Clause 1.6** to enable RSSS YatH to develop and/or supply its products or services as anticipated by this Agreement unless approved by the Policing Bodies.
- 7.4 The Parties agree that any income received from the supply of products or services to third parties shall be paid into the Budget and attributed to the Parties in accordance with the Apportionment Ratio.

## 8. Financial Contribution

- 8.1. The Parties agree that one of the general principles of this Agreement is that each Party is to share fairly the benefits, risks and liabilities of this collaboration. Consequently, although the Lead Policing Body and Lead Chief Officer are leading the delivery of this collaboration, any costs, expenses or other liabilities incurred by them in relation to RSSS YatH should rest with the Parties and should be shared between the Policing Bodies in accordance with the Funding Principles.
- 8.2. The Policing Bodies acknowledge and agree that the Financial Contributions, Resource Contributions and the Apportionment Ratio have been agreed at the levels set out in the Funding Principles so as to achieve the principle out in **Clause 8.1**.
- 8.3. The Parties acknowledge and agree that the running costs and rent, calculated on a market rent basis, for the RSSS building at Calder Park, Wakefield shall be borne between the Parties in the apportionments set out at **Schedule 2**.
- 8.4. The Parties agree that funding for RSSS YatH shall be provided in accordance with the Funding Principles identified by the Parties and set out at **Schedule 2**.

- 8.5. The Parties agree to abide by the terms of any Funding Conditions and not through any act or omission compromise the allocation of External Funding for RSSS YatH.
- 8.6. If any Party identifies an opportunity to obtain External Funding related to RSSS YatH (including anything available for use in cases of exceptional or unusual demand), that Party shall notify the Lead Policing Body and it shall be for the Lead Policing Body (working with the Lead Chief Officer where appropriate) to decide whether to apply for such External Funding.
- 8.7. Subject to **Clauses 8.14 to 8.17**, if a Party secures any External Funding on behalf of RSSS YatH, that Party shall pay such funds to the Lead Policing Body to be held for the account of RSSS YatH (unless the Parties unanimously agree otherwise in writing) and the funding shall be used in accordance with this Agreement and the Funding Conditions.
- 8.8. Each Party shall pay its Financial Contribution (which includes a contribution to any overspend approved in accordance with **Clause 3.2.5.3**) to the Lead Policing Body to be held for the account of RSSS YatH in accordance with the terms agreed at, and within thirty days (or such other period as may be unanimously agreed by the Parties) of, a meeting of the Policing Bodies determining the Financial Contribution or agreeing an amendment thereto.
- 8.9. Where any reimbursement of costs and expenses incurred by a Party in relation to this Agreement is claimed, each invoice in respect of the costs and expenses claimed must be accompanied by a statement certified by an authorised officer of that Party and submitted within 60 days of the date on which the claim arises.
- 8.10. The Lead Policing Body shall ensure appropriate year-end adjustments including accruals are made as soon as possible after each financial year end to enable the Parties to make appropriate adjustment within their own accounts.
- 8.11. The Parties agree that all amounts set out in this Agreement are exclusive of VAT (or any similar tax) which, unless any VAT (or similar tax) exemption applies, each Party making a Financial Contribution shall pay at the rate from time to time prescribed by Law.
- 8.12. Unless the Parties unanimously agree otherwise in writing and except as required by any Funding Conditions, any facilities, fleet, equipment or other assets purchased or leased by the Lead Policing Body on behalf of, or for the benefit of, RSSS YatH pursuant to **Clauses 15.5 to 15.9**, shall be held by the West Yorkshire Police on trust for all the Parties in the shares determined by the Apportionment Ratio and for the exclusive benefit of RSSS YatH. For the avoidance of doubt this shall not include any facilities, fleet, equipment or other assets owned or held by the Lead Force prior to the date of the Original Collaboration Agreement.
- 8.13. The financial arrangements for RSSS YatH shall be overseen by the Lead Policing Body with scrutiny by the CCOB and any relevant external auditors. The Lead Policing Body shall ensure that any document or report requested in order to facilitate oversight or scrutiny in accordance with this **Clause 8.13** is prepared.
- 8.14. Claims for any External Funding shall be made through the Lead Policing Body. Each of the Parties shall provide sufficient information to the Lead Policing Body to allow him/her to claim the External Funding and to submit reports to the Funding Body in accordance with the Funding Body's requirements from time to time. Each of the Parties shall certify its claims for any External Funding in such a way as may be necessary to allow the Lead Policing Body to give any certificate required by the Funding Body in relation to those claims.
- 8.15. The Lead Policing Body shall, within thirty days after receipt of any of the External Funding, pay that External Funding (or the appropriate part of it) to the Party to which that External Funding is due.
- 8.16. Each Party shall refund to the Lead Policing Body on demand:
- 8.16.1. any overpayment of any External Funding; and
  - 8.16.2. any monies received by that Party that the Funding Body requires to be repaid in accordance with the Funding Conditions.

- 8.17. Each Party shall pay to the Funding Body any payments that are to be made by that Party in order to comply with the Funding Conditions and shall indemnify the Lead Policing Body and keep it indemnified against all and any refund, repayment or payment that the Lead Policing Body is required to make under the Funding Conditions to the Funding Body on behalf of that Party.
- 8.18. No carry forward of under spends or creation of financial reserves shall be allowed without the specific authorisation of the Policing Bodies in accordance with **Clause 3.2.5**. In the absence of such authorisation any under spend evident at each financial year end shall, save where any repayments are due in accordance with the Funding Conditions, be redistributed to the Parties in accordance with the Apportionment Ratio.
- 8.19. Without prejudice to **Clauses 3.2 and 3.5**, the Lead Policing Body shall arrange for the Chief Finance Officer of the Lead Policing Body (in consultation with the Chief Finance Officer of the Lead Chief Officer) to prepare and submit a report of all income and expenditure in connection with RSSS YatH quarterly to the Lead Policing Body for scrutiny on behalf of all the Policing Bodies. The Lead Policing Body shall provide such report quarterly to:
- 8.19.1. the other Policing Bodies; and
  - 8.19.2. the CCOB; and
  - 8.19.3. the Chief Officers, highlighting any concerns the Lead Policing Body may have with the contents of the report or, alternatively, confirming that the Lead Policing Body is satisfied with the contents of the report.
- 8.20. Following each financial year end, the Lead Policing Body shall provide to each Party, as soon as is reasonably possible, a set of accounts compliant with recommended practice to include:
- 8.20.1. a comprehensive income and expenditure statement based upon each Party's share of such income and expenditure in accordance with the Funding Principles for consolidation into each Party's own accounts; and
  - 8.20.2. a balance sheet extract based on the capital expenditure incurred by the Lead Chief Officer and/or the Lead Policing Body for and on behalf of RSSS YatH detailing each Party's share of assets and liabilities in accordance with the Funding Principles for consolidation into each Party's own accounts.
- 8.21. Following each financial year end, West Yorkshire Police shall provide to each Party, as soon as is reasonably possible, a forecast of income and expenditure for the forthcoming year.

## 9. Records

- 9.1. Each Party shall keep and make available to the other Parties adequate and comprehensive records and accounts to:
- 9.1.1. enable it to perform its obligations under this Agreement;
  - 9.1.2. allow the Lead Policing Body and Lead Chief Officer to perform their obligations under this Agreement; and
  - 9.1.3. meet its statutory obligations and to comply with any lawful requests from third parties.

## 10. Audit and Inspection

- 10.1. The Lead Policing Body shall allow a suitably qualified independent chartered accountant appointed by any Party, at that Party's expense, to examine the accounts and records of RSSS YatH provided:
- 10.1.1. at least twenty-eight (28) days' written notice is given in advance to the Lead Policing Body;
  - 10.1.2. the inspection or examination takes place during the Lead Policing Body's normal working hours;
  - 10.1.3. the inspection or examination takes place at a time and in such a way that it does not have any significant impact on the operations of RSSS YatH; and

- 10.1.4. the inspecting Party and the accountant shall keep confidential any information that it may acquire in the exercise of its rights in accordance with this **Clause 10.1**.
- 10.2. The Lead Policing Body shall be responsible for arranging any internal or external audits, inspections and/or arrangements necessary to accommodate any audit and/or inspection required by a Regulatory Body.
- 10.3. The Parties acknowledge that the costs of any audit carried out in accordance with **Clause 10.2** shall form part of the costs of RSSS YatH set out in the Budget and shall therefore be shared between the Police Services in accordance with the Apportionment Ratio.
11. Human Resources Principles
- 11.1. The staff within the Centrally Funded Team shall be employed by the Lead Chief Officer or Lead Policing Body.
- 11.2. All other staff roles within RSSS YatH shall remain the employees of their original employing Chief Officer or Policing Body and deployed into RSSS YatH by their employing Party.
- 11.3. The Director of RSSS YatH / ACC Specialist Crime may approve changes to the staff of RSSS YatH (including any staff who form part of the Centrally Funded Team) provided that the change shall not constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of RSSS YatH .
- 11.4. Any change to the staffing which would constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of RSSS YatH shall require the approval of the Policing Bodies in accordance with **Clause 3.2.8**.
- 11.5. Police staff vacancies within RSSS YatH shall be broadcast using the intranets of the recruiting Party(ies) or whatever publishing medium is thought most suitable by the recruiting Party(ies) to bring the vacancies to the attention of the widest appropriate audience.
- 11.6. In the event of redundancies of any staff providing support to RSSS YatH (including any member of the Centrally Funded Team), the relevant employing Party shall follow its own redundancy procedure in respect of the police staff in its employ (if any). The cost of any redundancies of staff who are members of the Centrally Funded Team shall initially be paid by the employing Lead Chief Officer or Lead Policing Body, as appropriate, but shall be considered a liability of RSSS YatH and each Party agrees to proportionately reimburse the cost of any redundancy in accordance with the Apportionment Ratio.
- 11.7. Police officer vacancies in RSSS YatH shall be broadcast using the intranets of the home Police Service or whatever publishing medium is thought most suitable by the home Police Service (following consultation with the Director of RSSS YatH) to bring the vacancies to the attention of the widest appropriate audience. The Parties shall use their best endeavours to ensure that any delay in the replacement of officers is kept to a minimum.
- 11.8. Each Party shall cooperate with the other Parties and take all reasonable steps to mitigate any costs and/or expenses and/or any adverse effect on industrial or employee relations in relation to all matters described in this Agreement.
- 11.9. Each Chief Officer shall ensure that its officers and staff receive the appropriate training and accreditation necessary to undertake any duty or responsibility tasked to them in relation to RSSS YatH .
- 11.10. The Parties agree that the salary costs of the Centrally Funded Team shall be funded from the Financial Contributions. The salary costs of any other officers and staff forming part of or providing support to RSSS YatH (including any identified as Resource Contribution) shall be payable by the relevant employing Party/home Police Service.
- 11.11. Where a Party is unable to provide the additional officers and/or staff which form part of the Resource Contribution required of it, its Financial Contribution shall be increased to reflect this by way of year end adjustment.

11.12 The Parties shall at all time comply with the Home Office Guidance issued on 5<sup>th</sup> February 2020 and entitled Conduct, Efficiency and Effectiveness: Statutory Guidance on Professional Standards, Performance and Integrity in Policing.

## 12. Chief Officer's direction and control

12.1. The Parties agree that the Lead Chief Officer(s) shall have responsibility for direction and control of officers and staff members who are deployed on duties, functions or support services on behalf of RSSS YatH.

12.2. The Parties agree that all officers and staff members who are deployed on duties, functions or support services on behalf of RSSS YatH will act in accordance with the lawful instruction of the chain of the Lead Chief Officer or their delegate.

## 13. Publicity

13.1. Subject to **Clause 13.3 and Clause 13.4**, no Party shall take any step to publicise the existence of this Agreement or any operation or investigation undertaken by RSSS YatH without the consent of the other Parties (such consent not to be unreasonably withheld or delayed).

13.2. Subject to **Clause 13.3 and Clause 13.4**, no Party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a Party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written approval of the other Parties (such consent not to be unreasonably withheld or delayed). The Parties shall in any event consult together upon the form of any such press release, document or statement as and when such releases are required.

13.3. Nothing in this **Clause 13** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.

13.4. A Party may, without first obtaining the prior written approval of the other Parties, respond to a legitimate scrutiny question concerning this Agreement asked in a meeting open to the public, for instance a Police and Crime Panel or audit committee meeting, but shall ensure that such statements are retrospectively communicated to the other Parties.

13.5. Each Party shall use reasonable endeavours to ensure consistency in relation to the contents of any publication made pursuant to **Clause 13.3**. The Lead Policing Body shall be responsible for coordinating such consistent publication.

## 14. Policies and Procedures

14.1. The Parties agree that financial compliance of RSSS YatH shall operate under the financial procedures of the Lead Policing Body.

14.2. Unless required otherwise by Law (e.g. for employment or discipline purposes), in the absence of an agreed common policy or procedure, RSSS YatH staff shall comply with the policies and/or procedures adopted by West Yorkshire Police.

## 15. Procurement of Facilities, Fleet, Equipment and Premises

15.1. For the purpose of allowing for the accurate assessment of the operational capacity of RSSS YatH, the Parties shall provide to the Director of RSSS YatH at the commencement of this Agreement, a list of any assets (including facilities, fleet, equipment and premises) provided or to be provided by each Party pursuant to this Agreement. The lists from each Party shall together form an asset schedule which shall be retained by the Director of RSSS YatH and shall record the ownership and physical location of each asset during the term of this Agreement to allow for physical verification and proof of ownership as and when necessary including for the purposes of internal and/or external audit of the Parties or for insurance purposes. The Director of RSSS YatH shall be responsible for the ongoing maintenance of the asset schedule.

15.2. Unless otherwise agreed by the Parties or set out in **Schedule 2**, each Party shall ensure that for the duration of this Agreement it shall continue to provide, maintain and repair the assets provided by it as recorded within the asset list in accordance with **Clause 15.1**, including where relevant, a replacement when the asset comes to the end of its agreed lifecycle. In addition, the Parties agree:



- 15.2.1 that the Lead Policing Body employees who occupy buildings owned by another Party to this Agreement in relation to carrying out their duties in connection with RSSS (unless there is a licence to occupy or lease in place between the respective parties that details these responsibilities) that the building owner party will be responsible for the upkeep, maintenance, repair, cleaning and decorating of the building/room, furniture and window dressings. For the avoidance of doubt the building owner shall be responsible for all furniture repairs or furniture replacement unless the asset (to include furniture) is supplied by another force in which case that force shall remain responsible for the repair, upkeep and replacement of the asset. Further, the building owner party shall co-operate with the Lead Policing Body in terms of all building related health and safety aspects. In particular, undertaking fire risk assessments and health and safety inspections/assessments for the buildings occupied by the Lead Policing Body and sharing these with the Lead Policing Body;
- 15.2.2 that with the exception of Calder Park and Wetherby each building owner shall be responsible for providing suitable accommodation and for meeting the cost of any works to the premises in their force area in order to achieve and maintain accreditation standards from time to time; and
- 15.2.3 that each local force shall co-operate with the Lead Policing Body and provide IT support in relation to IT remote access and communicate and liaise with the Lead Policing Body in relation to the installation of any local force new IT systems.
- 15.3. Unless otherwise agreed in writing by the Parties or set out in **Schedule 2**, any assets provided in accordance with **Clause 15.1**, or donated during the term of this Agreement, shall be provided at no cost to RSSS YatH and the Parties agree that they shall not deduct the cost of any provision, maintenance, repair, disposal or replacement of the assets from their Financial Contribution to RSSS YatH.
- 15.4. Legal title to any assets provided in accordance with **Clause 15.1**, or donated during the term of this Agreement, for the use of RSSS YatH shall remain vested in the Party who owned the asset immediately prior to its donation and any liabilities incurred in connection with such assets shall, unless agreed otherwise, deemed to have been incurred for or on behalf of RSSS YatH and shall therefore be shared between the Parties in accordance with the Apportionment Ratio.
- 15.5. The Parties agree that the Lead Policing Body may, as necessary, purchase or lease facilities, fleet, equipment or premises, up to a value of £100,000.00 per purchase or lease, provided that the purchase or lease is identified in the agreed Budget and that the CCOB is notified by the Lead Policing Body of the completion of any such purchase or lease at the next CCOB meeting.
- 15.6. The Parties agree that, for facilities, fleet, equipment or premises with a value in excess of £100,000.00 (whether or not included in the Budget) or which has not been identified in the Budget, the Lead Policing Body may only purchase or lease facilities, fleet, equipment or premises for RSSS YatH if this has been approved by all the Policing Bodies in accordance with **Clause 3.2.6**.
- 15.7. The Parties agree that the Lead Policing Body shall hold any facilities, fleet, equipment or premises purchased or leased in accordance with **Clause 15.5** or **Clause 15.6** on trust for and on behalf of the Parties in accordance with **Clause 8.12**. In the event that this Agreement is terminated or following its expiry, any facilities, fleet, equipment or premises held by the Lead Policing Body in accordance with **Clause 8.12** shall be treated as assets or liabilities of RSSS YatH and dealt with in accordance with **Clause 24**.
- 15.8. In the event that the Lead Policing Body acquires any premises for use by the RSSS YatH in accordance with the terms of this Agreement:
- 15.8.1. the Lead Policing Body shall make available any such premises for use by the RSSS YatH for the term of this Agreement; and
- 15.8.2. if the Lead Policing Body's title to any such premises is registered at the Land Registry the Lead Policing Body shall procure the registration of a Land Registry standard form of restriction approved by the Parties against the relevant title the effect of which will be to prevent any disposition of the Lead Policing Body's title to the premises without the consent of the other Policing Bodies.

- 15.9. In purchasing or leasing facilities, fleet, premises and/or equipment for RSSS YatH the Lead Policing Body shall use its best endeavours to ensure that any contract which it enters into on behalf of and for the benefit of RSSS YatH is capable of novation or assignment to enable the smooth transition of responsibility to a different Party should the need arise (for example where there is a change to the Lead Chief Officer and/or Lead Policing Body).
16. Procurement/provision of Support Services
- 16.1. The Lead Policing Body shall be responsible for procuring all necessary back and middle office services required by RSSS YatH to operate in accordance with the Responsibilities and Aims including human resources, finance, information communication technology, public procurement and legal services.
- 16.2. The Lead Policing Body shall ensure that, where appropriate, appropriate service levels for RSSS YatH are in place, monitored and enforced for such back and middle office services and that, where such services are provided from the Lead Policing Body's or Lead Chief Officer's officers and/or staff, the services are provided to at least the standard to which such services are ordinarily provided to the Lead Policing Body or Lead Chief Officer in its normal operations.
17. Intellectual Property
- 17.1. The Parties agree that any Intellectual Property created prior to the Effective Date of the Original Collaboration Agreement ("**Background IPR**") shall remain the property of the Party which created it.
- 17.2. Subject to **Clauses 24.2 and 24.2.7.1**, any Intellectual Property in any product, services or deliverable created by RSSS YatH from the Effective Date of the Original Collaboration Agreement and/or during the term of this Agreement shall be jointly owned by the Parties in accordance with the Apportionment Ratio.
- 17.3. Subject to **Clauses 24.2 and 24.2.7.1**, each Party hereby grants to the other Parties a non-exclusive, royalty-free licence to use, copy, modify, adapt, publish, create derivative works from, sub-licence, sell, rent, lease, transfer and commercially exploit:
- 17.3.1. that Party's Background IPR to the extent it is incorporated in any product, service or deliverable created by RSSS YatH; and
- 17.3.2. all the Intellectual Property in any product, service or deliverable created by RSSS YatH, for any purpose in connection with RSSS YatH in accordance with the Responsibilities and Aims.
18. Insurance
- 18.1. The Parties agree that they shall not obtain joint insurance cover for RSSS YatH.
- 18.2. Each Party shall, subject to availability in the London insurance market (if not self-insuring), individually obtain, arrange and ensure that it maintains an adequate level of insurance (including but not limited to employer's liability, public liability and professional negligence insurance) to cover any losses, claims, damages, costs, charges, expenses, liabilities or demands that it (or its officers, staff, agents and/or contractors under its direction and control) may incur in the performance or purported performance of its duties which arise out of its participation in RSSS YatH as a consequence of this Agreement. For the avoidance of doubt as responsibility for the direction and control of officers and staff members who are deployed on duties, functions or support services on behalf of RSSS YatH whether as employees of the Chief Lead Officer or seconded from another Party will be under the direction and control of the Lead Chief Officer such employees and secondees will be covered under the Lead Policing Body's insurance.
- 18.3. Each Party shall notify its insurers or prospective insurers of the existence of RSSS YatH and provide sufficient disclosure to allow for an insurance policy to be obtained or amended in accordance with **Clause 18.2**. Each Party shall provide to the other Parties a copy of its insurance policy (or equivalent) document upon request.

- 18.4. Each Party shall adhere to the terms and conditions of its insurance policy(ies) obtained or amended in accordance with **Clause 18.2**.
- 18.5. The Parties agree that the costs of obtaining, amending and maintaining any insurance policy(ies) in accordance with **Clause 18.2**, shall, unless agreed otherwise, be deemed to have been incurred for or on behalf of RSSS YatH and shall therefore be shared between the Parties in accordance with the Apportionment Ratio.
- 18.6. Where a Party has supplied its own assets (including facilities, fleet, equipment and premises) in accordance with **Clause 15.1**, or purchased (or leased) assets on behalf of RSSS YatH in accordance with **Clauses 15.5 to 15.9**, the supplying Party shall ensure that appropriate insurance cover is in place to allow for the use of such assets by:
- 18.6.1. any relevant third party receiving goods or services from RSSS YatH and
  - 18.6.2. all relevant officers and staff of RSSS YatH regardless of the Police Service to which they belong.
- 18.7. The Lead Policing Body shall not be responsible for obtaining or arranging appropriate insurance cover on behalf of the supplying Parties but shall coordinate with the supplying Parties a review of the relevant insurance certificates to ensure that the insurance cover available is adequate for the needs of RSSS YatH.
- 18.8. If any Party has any concerns about the adequacy of any insurance policies obtained pursuant to **Clause 18.2**, it shall refer those concerns to the RACC. The RACC shall be responsible for ensuring that any concerns that cannot be rectified are brought to the attention of the Chief Officers and the Policing Bodies via the RDCC and where such concerns cannot be rectified at that board it should then be brought to the attention of the CCOB for resolution.
19. Liabilities
- 19.1. The Parties hereby acknowledge that, as RSSS YatH is not a legal entity in its own right, liability cannot therefore attach to it.
- 19.2. Subject to **Clauses 8.17, 19.3**, the Parties agree that any loss, claim, cost, liability or expense ("Liability") suffered or incurred by any Party arising from or relating to the operation of the RSSS YatH and the terms of this Agreement shall be shared between the Parties in accordance with the Apportionment Ratio applicable to the RSSS YatH at the time the Liability is suffered or incurred by the relevant Party unless and to the extent that alternative arrangements are agreed by the Parties.
- 19.3. Each Party (the "Indemnifying Party") shall indemnify each of the other Parties (each an "Indemnified Party") against all Liabilities suffered or incurred by the Indemnified Party in connection with this collaboration to the extent such Liability arises out of or in connection with:
- 19.3.1. death or personal injury caused by the Indemnifying Party's negligence (or the negligence of the officers or staff under its direction and control);
  - 19.3.2. the Indemnifying Party's fraud or fraudulent misrepresentation;
  - 19.3.3. the Indemnifying Party's wilful breach or deliberate non-performance of this Agreement; and/or
  - 19.3.4. the Indemnifying Party's failure to comply with **Clause 18.6**.
- 19.4. Subject to **Clauses 19.5 and 19.6**, each Party shall:
- 19.4.1. promptly notify the Lead Policing Body of the details of any claim from a third party relating to this collaboration of which it is aware;
  - 19.4.2. not make any admission in relation to the claim without the consent of the Policing Bodies;
  - 19.4.3. allow the Lead Policing Body to have the conduct of the defence or settlement of the claim; and

- 19.4.4. give the Lead Policing Body all reasonable assistance in dealing with the claim.
- 19.5. If a Party receives a claim relating to this collaboration by one of its officers or members of staff which relates to or arises from its status as an employee or officer of that Party (a “**Status Claim**”) then the Parties agree that:
- 19.5.1. the employing Party or Chief Officer of relevant home Police Service (the “**Engaging Party**”) shall have conduct of the defence or settlement of the Status Claim;
- 19.5.2. the other Parties shall give the Engaging Party all reasonable assistance in dealing with the Status Claim;
- 19.5.3. no Party shall make any admission of liability, agreement or compromise in relation to the Status Claim without the prior written consent of the Policing Bodies, provided that the Engaging Party may settle the Status Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Policing Bodies, but without obtaining their consent) if the Engaging Party reasonably believes that failure to settle the Status Claim would be prejudicial to it in any material respect.
- 19.6. If any third party makes a claim relating to this collaboration, or notifies an intention to make such a claim, which may reasonably be considered likely to give rise to a liability by the Indemnifying Party under the indemnity in **Clause 19.3** (a “**Relevant Claim**”):
- 19.6.1. the Party receiving notice of the Relevant Claim shall, as soon as reasonably practicable, give written notice of the Relevant Claim to the Indemnifying Party, specifying the nature of the Relevant Claim in reasonable detail;
- 19.6.2. the Indemnifying Party shall have conduct of the Relevant Claim;
- 19.6.3. the other Parties shall give the Indemnifying Party all reasonable assistance (at the Indemnifying Party’s cost) in dealing with the Relevant Claim;
- 19.6.4. no Party shall make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the other Parties, provided that the Indemnified Party may settle the Relevant Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the other Parties, but without obtaining their consent) if the Indemnified Party reasonably believes that failure to settle the Relevant Claim would be prejudicial to it in any material respect.
- 19.7. If any Party wishes to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third party supplier to RSSS YatH in relation to RSSS YatH that Party shall request an urgent meeting of the Policing Bodies and raise its concerns at that Policing Bodies meeting.
- 19.8. If the Policing Bodies agree that it would be in the best interests of RSSS YatH to require the Lead Policing Body to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third party supplier to RSSS YatH in relation to RSSS YatH , the Lead Policing Body shall:
- 19.8.1. take all reasonable actions to exercise or enforce such rights;
- 19.8.2. promptly pay to the Policing Bodies in accordance with the Apportionment Ratio (unless the Parties agree otherwise that it would be inequitable to do so in the circumstances and that an alternative apportionment ratio should be used given those circumstances) any compensation, damages, costs or settlement monies that it recovers on behalf of the Parties from the third party, provided that the other Parties shall give the Lead Policing Body all reasonable assistance to enable it to exercise or enforce such rights.
- 19.9. All other complaints and/or queries relating to the RSSS YatH shall be dealt with by the Director of RSSS under the direction of the Lead Policing Body.
- 19.10. For the avoidance of doubt, the provisions of this **Clause 19** relate to Liabilities arising as a consequence of this Agreement and do not extend to any claims received by the Parties in relation

to matters beyond the scope of RSSS Yath or arising in relation to a matter pre-dating the date of the Original Collaboration Agreement.

19.11. The provisions of this **Clause 19** shall remain in force notwithstanding the termination or expiry of this Agreement.

19.12. Nothing in this **Clause 19** shall restrict or limit the Parties general obligation at Law to mitigate any Liability which it may suffer or incur (including in respect of any Relevant Claim).

20. Information Assurance including Freedom of Information, Confidentiality, Data Protection, Data Security and Risk Management

20.1. The Parties shall comply with their obligations as set out in **Schedule 5**.

21. Notices.

21.1. Any notice to be given under this Agreement must be in writing, may be delivered to the other Parties at the address of its force area headquarters with a copy to its in-house legal advisers by any of the methods set out in the left hand column below and shall be deemed to be received on the corresponding day set out in the right hand column below.

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting
By email (provided the recipient confirms complete and error-free transmission of that notice to the correct email address)	the next Business Day after sending or, if sent before 16.00, on the Business Day it was sent

21.2. Any Party may change its representatives for the receipt of notices and/or its address for service by serving a notice to the other Parties in accordance with this **Clause 21**.

22. Review and Variation of Agreement

22.1. The Parties may review this Agreement on an annual basis or as determined by the Policing Bodies in accordance with **Clause 3.2.9** and, without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under section 23G (4) of the Police Act 1996 (as amended by the PRSRA), may make any amendments necessary by unanimous agreement in writing.

22.2. Variation to this Agreement shall be made where directed by the Secretary of State under section 23G (4) of the Police Act 1996 (as amended by the PRSRA).

23. Withdrawal from role as Lead Policing Body and Lead Chief Officer

23.1. The Parties acknowledge that the nature of the roles of Lead Policing Body and Lead Chief Officer are inter-dependent and accordingly the Parties agree that if either the or Lead Policing Body wishes to withdraw from its role as a lead party for RSSS Yath then its respective Chief Officer or Policing Body shall also withdraw from its role as a lead party for RSSS Yath.

23.2. If the Lead Policing Body and Lead Chief Officer agree to withdraw from their roles as lead parties (but remain as a Party), the Lead Policing Body shall serve a notice on the other Parties setting out that it and its Chief Officer wish to cease to lead the collaboration.

23.3. If the Lead Policing Body serves a notice pursuant to **Clause 23.2** or **Clause 24.2**, the Parties shall seek to find an alternative Policing Body and Chief Officer (from the same Police Service) to take on the roles and responsibilities of lead parties and the Parties shall amend the terms of this Agreement as appropriate to reflect the provisions of the new arrangement and the Lead Policing Body shall arrange for any third party contracts for the provision of products or services entered into by it, and/or any assets held by it and/or any premises occupied by it, for or on behalf of RSSS Yath to be transferred to the new Lead Policing Body who shall be responsible for performing the obligations of any transferred third party contract for or on behalf of RSSS Yath (subject to compliance by the other Parties with the provisions of **Clause 7.2.4**) and take on the other

responsibilities of the Lead Policing Body from a date to be agreed between the Parties (unless the Parties otherwise agree).

- 23.4. If requested by any Party, the Lead Policing Body and Lead Chief Officer shall provide reasons for their decision to withdraw from their roles as lead parties.
- 23.5. If the Parties are unable to find an alternative Policing Body and Chief Officer (from the same Police Service) to take on the roles and responsibilities of the withdrawing Lead Policing Body and Lead Chief Officer within 12 months of a notice served by the Lead Policing Body pursuant to **Clause 23.2** or **Clause 24.2** then this Agreement shall terminate on the date expiring 12 months from the date of the relevant notice unless the Lead Policing Body and Lead Chief Officer agree to withdraw the notice and remain as Parties to this Agreement in their respective roles as Lead Policing Body and Lead Chief Officer.

#### 24. Withdrawal and Termination

- 24.1. The Parties agree that this Agreement may be terminated at any time by the unanimous agreement of the Parties.
- 24.2. The Parties acknowledge that the nature of RSSS YatH is such that there is a significant interdependency between the obligations of the Policing Bodies and those of the Chief Officers under this Agreement. Subject to any obligations or requirements of the Police Act 1996 (as amended by the PRSRA) including but not limited to any direction of the Secretary of State, the Parties agree that:
- 24.2.1. if a Chief Officer or Policing Body wishes to withdraw from this Agreement then their respective Chief Officer or Policing Body shall also withdraw from this Agreement;
- 24.2.2. if a Chief Officer and Policing Body agree to withdraw from this Agreement pursuant to **Clause 24.2.1**, they may withdraw by the Policing Body giving not less than twelve months' written notice to expire on 31<sup>st</sup> March in the relevant financial year to the CCOB.
- 24.3. The Secretary of State may terminate the entire Agreement or the terms of this Agreement with immediate effect or at the end of a specified period.
- 24.4. The Parties agree in relation to the Forensic Collision Investigation collaboration only, that North Yorkshire Police may withdraw from the Forensic Collision Investigation collaboration by giving at least 12 months prior written notice to expire on or after 31<sup>st</sup> March 2024, to the Lead Chief Officer and Lead Policing Body at the address provided in this Agreement.

#### 25. Consequences of Withdrawal and Termination

- 25.1. If any Police Service withdraws from this Agreement in accordance with **Clause 24.2** then, in recognition of the potential administrative and financial repercussions for the other Police Services,
- 25.1.1. each of the withdrawing Parties shall:
- 25.1.1.1. subject to **Clause 23** and **Clause 25.2**, use its best endeavours to arrange for any assets held by it for or on behalf of RSSS YatH to be transferred to a Party nominated by the CCOB who shall hold the assets for or on behalf of RSSS YatH;
- 25.1.1.2. comply with the provisions of **Schedule 5** concerning the return of Police Data;
- 25.1.1.3. save as set out in **Schedule 2** and **Clause 25.2**, waive any entitlement or claim to any assets held by any Party for and on behalf of RSSS YatH or transferred by them to any Party to hold for and on behalf of RSSS YatH ;
- 25.1.1.4. continue to be liable for all Financial Contributions and Resource Contributions due from it until the date of expiry of the notice given in accordance with **Clause 24.2**; and

25.1.1.5. remain liable for any costs incurred by the Lead Force following expiry of the notice where the Lead Force remains liable for such cost on behalf of the withdrawing party; and

25.1.1.6. assist where needed in regard to any accreditations; and

25.1.2. where the withdrawing Party is the Lead Policing Body, the provisions of **Clauses 23.3** and **23.5** shall apply; and

25.1.3. the other Parties shall comply with the provisions of **Schedule 5** regarding the return of Police Data.

25.2. If North Yorkshire Police withdraws from the Forensic Collision Investigation collaboration in accordance with Clause 23.4, then for the avoidance of doubt, all assets donated by North Yorkshire Police to the Forensic Collision Investigation collaboration, and held by any other Party on behalf of the Forensic Collision Investigation collaboration, shall be returned without cost, to the ownership of North Yorkshire Police as soon as reasonably practicable.

25.3. If a Police Service withdraws from this Agreement in accordance with **Clause 24.2**, the licence granted in **Clause 17.3** shall continue save that the withdrawing Parties shall not be permitted to sub-license, sell, rent, lease, distribute or otherwise commercially exploit the Intellectual Property in any products, services or deliverables created by RSSS YatH without the consent in writing of the other Parties.

If this Agreement expires or is terminated in accordance with **Clause 24.1** or **Clause 24.3**:

25.3.1. the Parties shall cause the RSSS YatH to be wound up. Any surplus monies after payment of any creditors or liabilities (which include any costs or liabilities incurred by any Party in making any staff of the RSSS YatH redundant) shall be divided in accordance with any Funding Conditions and thereafter between the Parties in accordance with the Apportionment Ratio and in the event of any deficiency the Parties shall bear the deficiency in the same proportion;

25.3.2. each Party shall comply with the provisions of **Schedule 5** regarding the return of Police Data;

25.3.3. the Parties shall use their best endeavours to cooperate and provide mutual support to each other to enable a smooth termination or expiry of this Agreement and/or winding up of RSSS YatH and, where appropriate, the transition to any new arrangements;

25.3.4. the Parties shall take all steps to promptly dispose of any property, equipment, vehicles and assets held by the Lead Chief Officer and/or the Lead Policing Body on behalf of RSSS YatH using all reasonable endeavours to obtain market value provided that each Party shall have the right exercisable within twenty eight days of termination or expiry of this Agreement to purchase any of the assets of RSSS YatH (including property, chattels, equipment, vehicles etc) at their market value at the date of such termination or expiry;

25.3.5. each Party shall be responsible for consulting with those of its staff (who have been engaged in performing services for RSSS YatH on any possible consequences that may arise pursuant to the termination or expiry of this Agreement;

25.3.6. responsibility for any ongoing or outstanding police operation, investigation or prosecution will transfer to the Chief Officer of the Police Service area where the operation, investigation or prosecution is primarily based;

25.3.7. the Parties shall use their best endeavours to minimise the effect on any outstanding police operation, investigation or prosecution by providing reasonable and proportionate assistance to the Chief Officer assuming responsibility; and

25.3.8. any Intellectual Property developed by RSSS YatH during the term of this Agreement shall continue to be vested in the Parties jointly and the licence granted under **Clause 17.3** (subject to **Clause 25.3**) shall continue in perpetuity.

25.4. If more than one Party exercises the right under **Clause 25.3.4** to purchase any asset each Party shall have the right within fourteen days after expiration of the time limit of twenty eight days set out in **Clause 25.3.4** to deposit (at a place nominated by the Policing Bodies and addressed to a person nominated by the Policing Bodies for this purpose) a sealed bid for the item for which the respective Party shall unconditionally offer to purchase such item at the price stated in the bid. The Party which deposits the bid naming the highest price shall become entitled to purchase the relevant asset. The Parties agree that the completion of such purchase, and payment of the purchase monies, is to take place within twenty eight days of notification to the successful bidder.

26. Designation of Crime Scene Investigations (“CSIs”) as Investigating Officers and their Delegated Powers

26.1 In order to facilitate CSIs employed by the Lead Chief Officer to work outside of the geographical boundaries of West Yorkshire the Chief Officers for the Forces hereby agree and consent to the Lead Chief Officer designating CSIs as Investigating Officers pursuant to s38 of the Police Reform Act 2002 and confirm that the use of the following powers shall be permitted and lawful within their force boundaries to:

26.1.1 Apply for a search warrant under Section 8 of the Police and Criminal Evidence Act 1984 (“PACE”) in respect of any premises (whether in the relevant police area or not) and to enter and search any such premises under the authority of the warrant. The officer shall have the power of a constable under Section 8(2) of PACE in any premises in the relevant police area to seize and retain things for which a search has been authorised under subsection (1) of that section;

26.1.2 Apply for a search warrant under section 26 of the Theft Act 1968 in the relevant police area and to enter and search any such premises and seize any suspected stolen goods under the authority of the warrant;

26.1.3 Apply for a search warrant under section 23 of the Misuse of Drugs Act 1971 in the relevant police area, and to enter and search any such premises and seize any suspected relevant documents or drugs under the authority of the warrant;

26.1.4 Have the powers of a constable to make an application, seize and have access to any excluded or special procedure material in accordance with Schedule 1 of PACE;

26.1.5 When applying for a search warrant, comply with the duties and responsibilities set out in Section 15 and 16 of PACE;

26.1.6 Use Section 18 PACE powers to enter and search premises in the relevant police area and to seize and retain anything for which he/she may search under that section;

26.1.7 Have the powers of a constable of Under Sections 44 to 46 of the UK Borders Act 2007 (entry, search and seizure after arrest) to enter and search premises for evidence of nationality after arrest;

26.1.8 Have the same powers as a constable under Sections 19 to 22 of PACE when lawfully on any premises in the relevant police area;

26.1.9 Have the same powers as a constable under Section 32 of PACE (power of search in relation to arrested persons and premises);

25.1.10 Have the authority to enable a custody officer for a designated police station in the relevant police area to transfer or permit the transfer to him of a person in police detention of an office which is being investigated by him.



26.1.11 Have the powers of a constable under Section 117 of PACE to use reasonable force, if necessary, in the exercise of their powers.

26.1.12 Have the powers of a constable under sections 36 and 37 of the Criminal Justice and Public Order Act 1994 to request a person (i) who has been arrested by a constable or any person to whom paragraph 7 above applies; and (ii) is detained at any place in the relevant police area, to account for the presence of an object, substance or mark or for the presence of the arrested person in a particular place.

26.1.13 Have the powers of a constable under Part 2 of the Criminal Justice and Police Act 2001 (extension of powers of seizure) and Section 56 of that Act (retention of property seized by a constable) shall have effect as if the property referred to in subsection (1) of that section included property seized by the above named Investigative Officer at any time when he was lawfully on any premises.

26.1.14 The power to enter premises under S.17 PACE does not require separate designation as it is already included under the legislation (Section 38 of Police Reform Act 2002), however there are limitations to its use:

26.2 Where any power exercisable by any person in reliance on his designation under the section includes power to use force to enter any premises, that power shall not be exercisable by that person except –

(a) In the company, and under the supervision, of a constable; or

(b) For the purpose of saving life or limb or preventing serious damage to property.

## 27. Public Interest Disclosures

27.1. The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided under the Public Interest Disclosure Act 1998 ("PIDA") for individuals who disclose information so as to expose malpractice and matters of similar concern (known as "whistle blowers"), police officers and police staff of RSSS YatH shall be entitled to report such "whistle blowing" matters back to their home Police Service and it is their home Police Service who shall be obliged in such circumstances to give legal protection pursuant to PIDA.

## 28. Disputes

28.1. In the event of any dispute between the Parties arising out of or in connection with this Agreement or its dissolution, the provisions of **Schedule 6** shall apply.

## 29. Assignment

29.1. Except by statutory enactment, none of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.

## 30. Illegal/unenforceable Provisions

30.1. If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, and the rest of the void or unenforceable provision, shall continue in force.

## 31. Waiver of rights

31.1. If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay shall not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision

of this Agreement shall not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

### 32. Entire Agreement

32.1. This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this **Clause 32** does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

### 33. Third Parties and Successors

33.1. Except as otherwise provided by the Police Act 1996 or other statutory enactment, no one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce this Agreement.

33.2. Any change in the legal status of any Party such that it ceases to be a legal entity for the purpose of this Agreement shall not affect the validity of this Agreement. In such circumstances, this Agreement shall bind and inure to the benefit of any successor body to that Party.

33.3. The Parties agree that should any amendment to this Agreement be required in order to ensure this Agreement's compliance with any statute or statutory instrument such amendment shall be made as required.

### 34. Further Assurances

34.1. Each Party shall, at the reasonable request of any other Party, take such action (including the execution of any document) and provide all reasonable support and assistance, which may be necessary to give effect to this Agreement or any of the rights created by this Agreement.

### 35. Counterparts

35.1. This Agreement may be executed in any number of counterparts, each of which, when signed shall be an original, and all the counterparts together shall constitute one and the same instrument.

### 36. Governing Law

36.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims), shall be governed by, and construed in accordance with, English Law and the Parties irrevocably agree that, subject to **Clause 28**, the English Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

## SCHEDULE 1

### **RESPONSIBILITIES AND AIMS**

Yorkshire and the Humber Regional Scientific Support Services (YatH RSSS) deliver a 24/7 regional forensic service to meet the local policing priorities of all four Forces. YatH RSSS are based at a central location at the Sir Alec Jeffrey's Building, Calder Park, Wakefield, West Yorkshire, with Crime Scene Investigation (CSI) hubs being located throughout the Region.

The YatH RSSS SLA supports the aims and objectives for service provision and customer expectation outlined in the "Yorkshire and the Humber Scientific Support Service Business Plan"

RSSS YatH aim to improve the efficiency and effectiveness of the Police Services, RSSS may market and sell to third parties any products, services and other deliverables it creates as part of its services to the Police Services in accordance with Clause 7.

The RSSS YatH Service Level Agreement is a 'live' document and is held in the RSSS Accreditation and Standards document library

The main role of YatH RSSS is to provide a centrally managed, locally delivered, comprehensive, effective and efficient Regional Scientific Support Service that fully utilises resources and emerging technologies to meet the needs of the public, investigators, partners and other stakeholders.

The majority of the support the department offers to customers relates to the attendance and examination of crime scenes, and the recovery, treatment, examination and identification of forensic exhibits.

Hours of operation are determined by policing requirements, customer expectations and service delivery constraints. Front line services operate 24 hours a day, 7 days a week throughout the year, supported by services operating on standby arrangements. There are a range of working provisions depending on the customer requirements, and the availability of specialist resources and optimum environmental conditions to maximise the recovery of potential forensic evidence.

YatH RSSS produce service provision reports that demonstrate accountability and achievements. These reports are distributed to key stakeholders across the Region.

### **ACCREDITATION**

YatH RSSS are accredited under the ISO17025:2017 International standard "General requirements for the competence of testing and calibration laboratories" for specific methods as detailed on the [UKAS website](#) and are working in line with the Forensic Regulators Codes of Practice and Conduct and the ILAC document ILAC G19 - Modules in a Forensic Science Process.

YatH RSSS meet these requirements as documented in the YatH RSSS and WYP DFU main ISO Quality Manual available on the RSSS Regional Intranet site.

YatH RSSS are currently working towards gaining accreditation for ISO17020 "General Criteria for the Operation of Various Types of Bodies Performing Inspection" and relevant processes will be listed on the UKAS website when accredited.

### **SERVICE LEVEL AGREEMENT (SLA)**

#### **RSSS Operational Services**

YatH RSSS Operational Services provides a variety of forensic services to the Yorkshire and the Humber Policing region from various hubs located around the region.

### RSSS Control

RSSS Control is located at Calder Park, Wakefield. The control room operates 24/7 and controls CSI resources across the four forces of Yorkshire and Humber, utilising a SmartSTORM Command and Control system.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
<p>Assess all service requests for Crime Scene Investigation and Forensic Collision Scene Investigation attendance at incident scenes, prioritising deployment of the most appropriate RSSS resource in a timely manner.</p>	<p>24 hours a day, 7 days a week.</p>	<p>An element of assessment by the attending officer or call handler should have identified a forensic opportunity.</p> <p>Timely assessment will be dependent upon the local force control room fully answering the correct CSI 'question set' and externally transferring the incident to RSSS Control in a prompt manner.</p> <p>Crime scenes must be accessible to CSI including keys and relevant authorities available, including recovered vehicles.</p> <p>Local forces should take necessary steps to preserve the crime scene, including restricting access and cordons where necessary.</p> <p>As an enquiry develops, local forces should take necessary steps to evaluate any further exhibits placed within force property stores by CSI.</p> <p>Local force control rooms must facilitate a local police response where warning markers or risk assessment deem a joint attendance with CSI is necessary.</p>	<p>1.1</p>
<p>Other functions provided within RSSS Control:</p> <ul style="list-style-type: none"> <li>• Direct victim contact to offer advice and manage customer expectations</li> <li>• Coordination of all 'on call' RSSS Resources.</li> <li>• Lone Worker monitoring of all RSSS Operational resources</li> </ul>			

### RSSS Crime Scene Investigation

YatH RSSS provides a comprehensive Crime Scene Investigation (CSI) and examination service to the Police and Public of the four Police Forces serviced by YatH.

All CSI's are based locally and are managed by Area Forensic Managers, (AFM's) who are located within 6 geographical areas across the region.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
<p>Attend, assess, examine and record/recover potential evidence from crime scenes in accordance with legal and regulatory requirements.</p> <p>CSI will report their findings and process evidence in a timely manner.</p>	<p>24 hours a day, 7 days a week via RSSS Control.</p> <p>CSI examination reports will be available to investigating officers via the regional SOCWeb system.</p>	<p>Crime scenes must be accessible to CSI including keys and relevant authorities available, including recovered vehicles.</p> <p>Local forces should take necessary steps to preserve the crime scene, including restricting access and cordons where necessary.</p> <p>As an enquiry develops, local forces should take necessary steps to evaluate any further exhibits placed within force property stores by CSI.</p> <p>Local force control rooms must facilitate a local police response where warning markers or risk assessment deem a joint attendance with CSI is necessary.</p>	<p>1</p>

Other functions provided within Crime Scene Investigation:

- Crime Scene Managers will be available for advice, support and deployment in support of serious complex and major incidents, 24 hours a day, 7 days a week via RSSS Control.
- Crime Scene Coordinators will be available for advice, support and deployment in support of serious, complex and major incidents, authorising and coordinating the scene attendance of external Forensic Service Providers and out-of-hours priority forensic submissions 24 hours a day, 7 days a week via RSSS Control.
- Area Forensic Managers will be locally based and accountable for provision of scientific support services to each force area.
- Customer requirements such as short term or targeted initiatives or external agency requests which deviate from this SLA will be subject to an agreed documented strategy.
- CSI will determine specific technical methods to be utilised at each crime scene in accordance with their own scene assessment and in line with their training, experience and documented standard operating procedures.
- CSI Chemical, Biological, Radiological and Nuclear (CBRN) hazard response capability.
- CSI Working at Height capability.
- CSI Covert Working capability.
- CSI Disaster Victim Identification (DVI) response capability.

- CSI Wildlife Crime capability. □
- CSI Training capability.

- Provision of scientific advice, guidance and training to locally based police officers and staff. □
- Attendance at community engagement events in support of force priorities.

### RSSS Forensic Collision Investigation

YatH RSSS provides a comprehensive Forensic Collision Investigation (FCI) and examination service to the Police and public of the four Police Forces serviced by YatH from various hubs located across the region. All FCI's are based locally and are managed by a Forensic Collision Investigation Manager.

Service Provision	Service Availability	Customer / Investigator actions required to enable service
<p>FCI will attend collisions that are:</p> <ul style="list-style-type: none"> <li>• Fatal.</li> <li>• Life threatening.</li> </ul> <p><i>The casualty has an injury which is deemed life threatening by a named medical professional at the scene.</i></p> <p>FCI will not attend serious injury only collisions.</p>	<p>24 hours a day, 7 days a week.</p> <p>FCI will deploy to live incidents in a timely manner, making suitable progress where appropriate.</p>	<p>Timely deployment will be dependent upon the local force control room providing sufficient information in a prompt manner (via external incident transfer) for FCI to ensure deployment is in line with the attendance criteria.</p> <p>Where the seriousness of injuries is unclear, scenes are to be protected until further, more reliable information is known (unless this is part of a strategic road network), which may or may not result in FCI deployment at a later time.</p>

		<p>Where it becomes apparent that a casualty is no longer in a life threatening condition, FCI should be cancelled, or if already in attendance at the scene will provide a proportionate level of investigation.</p> <p>A proportionate level of investigation will normally be limited to a scene assessment and series of digital images however additional FCI products may be provided by agreement where a defined need is requested by the Coroner, CPS, IOPC etc.</p>
<p>FCI will provide advice or attend 'other' incidents by agreement where the skills of an FCI will significantly assist investigations including;</p> <ul style="list-style-type: none"> <li>• Incidents with IOPC involvement <i>At the request of Professional Standards.</i></li> <li>• Crimes where vehicle involved as weapon. <i>At the direction of an RSSS Area Forensic Manager.</i></li> <li>• Industrial accidents or AAIB/RAIB investigations: <i>FCI will attend to assist at scene of fatal incidents only if the investigating authority is present at scene and requests specific assistance (not general evidence capture on their behalf).</i></li> <li>• Vehicle examinations; <i>Where a vehicle has been recovered following an incident it will only be examined when a specific allegation of a defect has been made in interview.</i></li> </ul>	<p>24 hours a day, 7 days a week.</p> <p>FCI will attend these incidents in timescales agreed with the requesting officer/agency.</p>	<p>Timely deployment will be dependent upon the local force control room providing sufficient information in a prompt manner (via external incident transfer) for FCI to ensure deployment is in line with the attendance criteria.</p> <p>Where arbitration is required for FCI attendance at 'other' incidents, investigating officers (escalation to force Silver Commanders if necessary) should discuss with an FCI Supervisor/Manager or an Area Forensic Manager out of hours (via RSSS Control) who will direct FCI attendance as necessary.</p>
<p>FCI will provide reports (briefing document/final report) to the Lead Investigator.</p>	<p>Timescales agreed on a case by case basis in accordance with RSSS working practice guidelines.</p> <p>Where a verbal report is given, FCI will record details in their scene note booklet.</p>	<p>Lead Investigators must agree timescales with the FCI and supply relevant information in order for the FCI investigation to progress in accordance with RSSS working practice guidelines.</p>

	Where FCI are unable to meet agreed timescales they will document the reason why and ensure the Lead Investigator is informed.	Requests for Reports or statements should be made by email direct to the investigating FCI.
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Other functions provided within Forensic Collision Investigation:

- FCI staff will provide guidance and support to Police Officers and Police Staff in relation to best practice, scene preservation and other forensic issues.
- FCI staff can provide assistance on training inputs when staffing levels permit.

## RSSS Central Services

YatH RSSS Central Services provides a variety of forensic services to the Yorkshire and the Humber Policing region from a central location at the Sir Alec Jeffreys Building, Calder Park, Wakefield, West Yorkshire.

## RSSS Forensic Services

The functionality of the Forensic Services Unit can be divided into three main areas: forensic assessment, exhibit management and forensic intelligence.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
<p><b>Forensic Assessment Unit</b></p> <p>Evaluate all incoming requests for forensic analysis and authorise those deemed appropriate for enhancing or supporting police investigations.</p>	<p>Monday to Thursday 0800 to 1800.</p> <p>Friday 0800 to 1700</p> <p>Forensic strategies for major enquiries will be dealt with by the Area Forensic Manager.</p>	<p>An appropriate completed request form (e.g. MG21, MG21a, GF111, FEL88) containing all relevant information to allow for evaluation and authorisation.</p> <p>Urgent submissions/requests should be clearly highlighted.</p>	2.1



<p><b>PACE &amp; Biometrics</b></p> <p>Process all incoming PACE, elimination &amp; crime scene stain DNA samples and submit to external Forensic Service Providers to assist police investigations.</p>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p>	<p>Completed relevant documentation (PACE DNA form and/or PNC daily activity file) required to ensure the integrity of the samples.</p>	<p>Processing: 2.1 and 2.2 Submission 2.4 and 2.5</p>
<p><b>Exhibit Management Unit</b></p> <p>Process all incoming and outgoing forensic exhibits between Property Stores,</p>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p>	<p>An appropriate completed request form (e.g. MG21, MG21a, GF111, FEL88, Imaging Forms, Footwear Forms, etc.) containing all relevant information to</p>	<p>2.4 2.5</p>
<p>Officers, RSSS departments and external Forensic Service Providers ensuring full continuity to support police investigations.</p>		<p>ensure the integrity of the exhibits.</p>	
<p><b>Forensic Intelligence Unit</b></p> <p>Process all scientific identifications relating to DNA Fingerprints/Footwear and advise police investigations accordingly via use of the forensic outcome tracking system (FOTS).</p>	<p>Monday to Friday 0800 to 1700</p>		<p>2.6</p>

**Other functions provided within RSSS Forensic Services:**

- Provide advice to investigators regarding the appropriateness or suitability of a proposed forensic examinations.
  - Preparation of appropriate management budgetary reports for Forensic spend to inform force finances.
- Provision of Forensic Submission and Intelligence advice and guidance to investigating officers.
- Investigate and resolve DNA issues with the National DNA Database.
- Provide guidance and advice on best practice for exhibit packaging, storage and continuity.

## RSSS DNA Recovery Laboratory

The DNA Recovery Laboratory provides a comprehensive DNA/blood search and recovery service to the Yorkshire and the Humber Policing region.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
Undertake the examination of all incoming exhibits for blood and/or cellular materials and recover DNA samples via the most appropriate documented process to assist police investigations.	Monday to Friday 0800 to 16.30.  No call out facility is available but working hours can be extended when required to meet operational needs.	Completed authorised submission form together with strategy documentation (if appropriate)  All exhibits to be suitably packaged and labelled with appropriate safety warnings.	2.3
* Multiple exhibits may be sampled; this sampling will comply with the instructions contained within the authorisation documentation.	Requests for urgent, out of hours' examinations are co-ordinated by the on-call Area Forensic Manager.	Firearms must be checked safe by Police Firearms Officers and appropriate 'made safe' label/documentation to remain with exhibit	
<p>Other functions provided within RSSS DNA Recovery Laboratory:</p> <ul style="list-style-type: none"> <li>• Undertake the examinations of exhibits containing cash to include sampling / separation of exhibits for DNA and the preservation / separation of exhibits for subsequent fingerprint examination.</li> <li>• Undertake the examination of mobile phone exhibits to include recording time/date information, obtaining IMEI/SIM card details, where appropriate, and sampling for DNA material. Such exhibits will be preserved for subsequent digital forensic and fingerprint examination.</li> <li>• Provide, when required, bespoke examination strategies to meet the customer needs.</li> <li>• Provision of scientific advice and guidance to investigating officers.</li> </ul>			

## RSSS Imaging Unit

The Imaging Unit provides specialist imaging services to the Yorkshire and the Humber Policing region. A satellite Imaging Unit also remains located within the Humberside force area which works alongside the central office to assist in providing imaging services to the eastern side of the region when appropriate to do so.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
<p>Process all incoming specialist Imaging service requests within timescales agreed with the customer to assist and support police investigations.</p> <p>* These specialist services include:-</p> <p>CCTV Recovery/Processing for Serious/Major incidents. Video Editing Audio Enhancement</p>	<p>Core hours are: - Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p> <p>CCTV Recovery/Processing is available 7 days a week until 22.00 and offers a call out facility</p>	<p>A completed request form (appropriate to the type of service requested) containing all relevant information to allow for evaluation and authorisation.</p> <p>□ The Imaging forms can be found on the Regional Intranet and can be accessed via the following hyperlink: <a href="#">Imaging Forms</a></p> <p>Telephone requests will only be accepted on urgent</p>	3
<p>Crime Scene Surveying Facial Imaging</p> <p>Specialist photography and video recording</p>	<p>outside these hours for urgent enquiries only.</p> <p>Facial Imaging is available weekdays 0800 – 2200 and weekends 0800 - 1800</p> <p>Specialist photography and video recording offers a 24/7 call out facility for urgent enquiries only</p>	<p>enquiries but will still require a completed request form as soon as practical.</p>	
<p>Other functions provided within the RSSS Imaging Unit:</p> <ul style="list-style-type: none"> <li>• Provision of CCTV viewing facilities at Calder Park.</li> <li>• Provision of CCTV Technical Appointments for systems which have been seized. □ Provision of an unmanned aerial vehicle (UAV) and appropriately CAA trained staff □ Comparison screenings undertaken in relation to facial/clothing/speed.</li> <li>• Capability to provide electronic presentation of evidence packages for court □ Management of Crime Scene Images</li> </ul>			

## RSSS Fingerprint Enhancement Laboratory

The main role of the laboratory is to carry out a range of technical and chemical processes on exhibits to develop areas of friction ridge detail (fingerprints) that are captured and passed to the Identification Bureau for processing.

<b>Service Provision</b>	<b>Service Availability</b>	<b>Customer / Investigator actions required to enable service</b>	<b>Report ref.</b>
<p>Undertake technical and chemical treatments on incoming exhibits in accordance with the most appropriate methods:</p> <ul style="list-style-type: none"> <li>□ For all Major Crime Investigations (e.g. Murder/Manslaughter, Kidnap, CTU etc.), a full sequential technical and chemical</li> </ul>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p> <p>24 hours on call facility for urgent matters via Area Forensic Managers.</p>	<p>Completed authorised submission request together with strategy documentation (if appropriate)</p> <p>All exhibits to be suitably packaged and labelled.</p> <p>Firearms must be checked safe by Police Firearms Officers and appropriately labelled.</p>	<p>4.5</p>

<p>process will be undertaken</p> <ul style="list-style-type: none"> <li>• For all non-Major Crime Investigations, the most appropriate technical and chemical process will be undertaken</li> <li>• Maximum initial submission of 8 exhibits (serious crime) and 5 exhibits (volume crime), further exhibits may be agreed after review of the initial results.</li> <li>• Multiple items in one exhibit may be sampled for processing (as per the FEL Sampling Guidelines on the Yath RSSS intranet page).</li> </ul>			
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Other functions provided within RSSS Fingerprint Enhancement Laboratory:

- Scene attendance as agreed with Area Forensic Managers or Senior RSSS personnel
- Provision of service in relation to indented writing and alterations to paper documents
- Footwear marks may be produced as a side product of the chemical treatment designed for tracing fingerprints.
- Provision of scientific advice and guidance to investigating officers.

Please note that FEL treatments are likely to permanently stain and/or damage items. They should not be handled without gloves or returned to their owners – please contact FEL for advice if required.

### **RSSS Identification Bureau**

The Identification Bureau provides fingerprint, footwear and handwriting services to the Yorkshire and the Humber Policing area. The bureau is split into teams dealing with volume

crime fingerprint and footwear cases and a separate dedicated major crime team who can provide specialist support to all such incidents across the region.

Service Provision	Service Availability	Customer / Investigator actions required to enable service	Report ref.
<p><b>Custody taken Fingerprint Sets</b></p> <p>Process all incoming finger/palm prints to establish identity, maintain criminal records and search against AFIS databases and case files to inform police investigations</p>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p>	<p>All finger/palm prints taken either by Forces' Livescan Units or via manually taken inked forms, should be forwarded to the RSSS Identification Bureau</p>	<p>(Part of National Fingerprint System managed by Forensic Information Database Service - FINDS)</p>
<p><b>Crime Scene Fingerprint Comparison Process</b></p> <p>Assess all incoming finger/palm marks associated with police investigations. Undertaking searching and comparison in accordance with documented procedure and reporting results.</p>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700 Saturday 0800 to 1600 24 hours on call facility for urgent matters via RSSS Control.</p>	<p>All relevant details of nominals for comparison must be provided in line with the requirements of the Identification Bureau's suspect policy which can be found on the Identification Bureau's regional Intranet page under:- Useful documents and links – "Submitting Suspects" and "Suspect Guidance" <a href="http://yh-intranet/yathsssffingerprints.html">http://yh-intranet/yathsssffingerprints.html</a></p>	<p>4.1 4.2 4.3</p>
<p><b>Custody taken Footwear Sets</b></p> <p>Process all incoming footwear samples from Force Custody Units onto the National Footwear Database.</p>	<p>Monday to Thursday 0800 to 1800. Friday 0800 to 1700</p>	<p>All footwear samples should be forward to the RSSS Identification Bureau in line with current submission guidelines.</p>	<p>4.4</p>
<p><b>Crime Scene Footwear Comparison Process</b></p> <p>Process all incoming</p>	<p>Monday to Thursday 0800 to 1800.</p>	<p>Authorisation of footwear comparisons must be agreed with the</p>	<p>4.4</p>

<p>crime scene footwear impressions associated with police investigations. Undertaking searching and comparison in accordance with documented procedure and reporting results.</p>	<p>Friday_ 0800 to 1700</p>	<p>Identification Bureau <b>prior</b> to acceptance of comparison requests.</p>	
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Other functions provided within RSSS Identification Bureau:

- Assist in the identity of unidentified bodies for police and coroner investigations.
- Maintain elimination fingerprint collection of Police Officers, PCSOs, Specials and other relevant Police Staff.
- Search and compare fingerprints for Police Officers, Specials and other designated staff as part of the Biometric Vetting Process.
- Provide expert support in Disaster Victim Identification.
- Provision of a handwriting screening service

## SCHEDULE 2

### Funding Principles

#### 1. General

1.1. The total amount of the Budget for RSSS YatH for the financial year 2022/23 is £24,097,361 and (subject to **Clause 15**) will cover all staffing and running costs of RSSS YatH as set out in more detail in the attached Budget.

1.2. RSSS YatH may be funded/resourced in three ways:

- 1.2.1. External Funding
- 1.2.2. Financial Contributions
- 1.2.3. Resource Contributions

#### RSSS

#### 2. External Funding

2.1. At the commencement of this Agreement, there is no External Funding for RSSS YatH

#### 3. Financial Contributions

3.1. The Parties agree that the Apportionment Ratio for the financial year 2022/23 are as set out below:

#### 4. Fixed Costs of £15,514,199 are funded on a NRE basis

- 4.1. West Yorkshire Police 42.49%
- 4.2. South Yorkshire Police 24.95%
- 4.3. Humberside Police 17.79%
- 4.4. North Yorkshire Police 14.77%

#### 5. Variable costs of £6,932,844 are funded on a demand basis. This budget has been based on estimates from historic spend information.

#### 6. Force specific costs of £1,650,318 will be charged directly to the Force that has requested a particular service to be in place as follows:

- 7. 6.1. West Yorkshire Police £1,045,099
- 6.2. South Yorkshire Police £290,221
- 6.3. Humberside Police £203,213
- 6.4. North Yorkshire Police £111,785

#### Forensic Collision Investigation (FCI)

#### 1. The total amount of the budget for FCI for the financial year 2022/23 is £3,595,789 and (subject to **Clause 15**) will cover all staffing and running costs.

#### 2. The FCI has historically been funded on an NRE basis.

#### 3. In relation to the financial years 2022/2023 and 2023/2024, the funding agreement is that HP, SYP and WYP will contribute on an NRE basis to fund the costs of a 3 force collaboration (£2,906,349). The NRE split is as follows:

- a. West Yorkshire Police 49.74%
- b. South Yorkshire Police 29.34%
- c. Humberside Police 20.91%



4. In relation to the financial years 2022/2023 and 2023/2024, the cost of NYP joining the collaboration will be fully funded by NYP by way of a 'balloon payment'.
  - a. 2022/23 = £689,440
  - b. 2023/24 = contribution to be determined following 2023/24 budget setting

5. For the financial year 2024/25 onwards the force budgets will be determined by the CCOB.

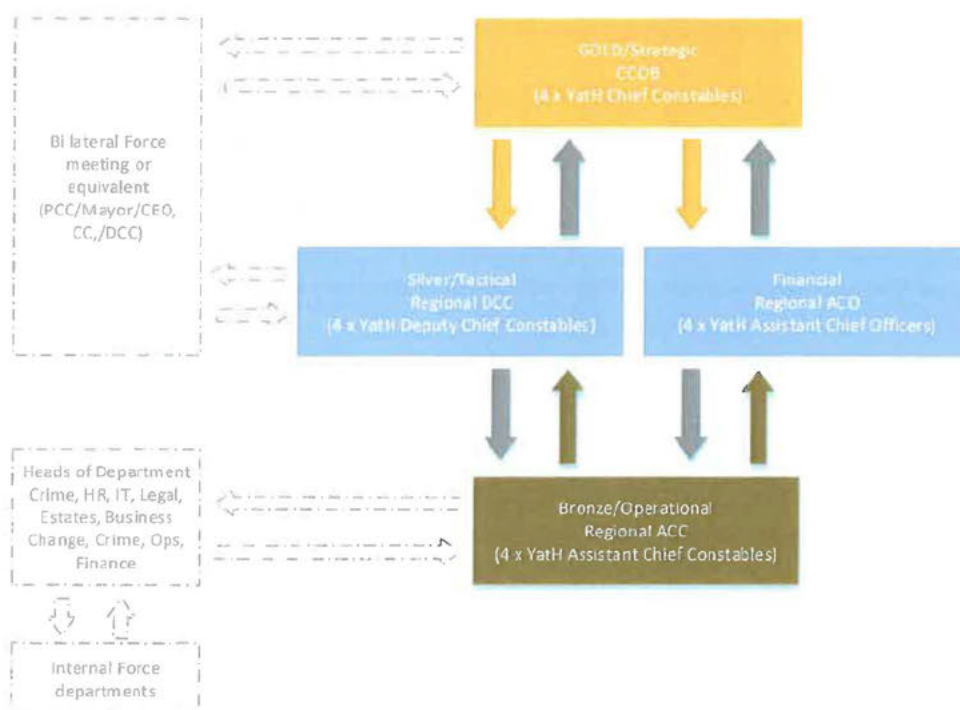
## 8. Resource Contributions

8.1. The Parties agree that they shall provide appropriate resource contributions including:

- 8.1.1. Any assets required for the delivery of the RSSS; and
- 8.1.2. the officers and staff required to support the Centrally Funded Team in the delivery of the RSSS.

**SCHEDULE 3**  
**Common Policies**  
NONE

## SCHEDULE 4 Management Boards and Governance



### *Chief Constables Operating Board (CCOB) Terms of Reference*

#### Objectives

- Provide Strategic oversight and direction for New and Ongoing North East Regional Collaborations to Regional Deputy Chief Constables Board
- Receives advice and guidance from Regional Deputy Chief Constables Board and Regional Assistant Chief Officer Board to sign of (if not previously delegated) the Tactical plan and finances.
- Meet quarterly via Microsoft Teams or similar digital platform unless otherwise requested.
- Discuss relevant ‘Themes’ at each quarter. These will include Budget and Performance and will be set in advance
- Ensure Benefits and Risks have been considered and captured

#### Attendance

- Chief Constables
  - Cleveland Police
  - Durham Police
  - Humberside Police
  - Northumbria Police
  - North Yorkshire Police
  - South Yorkshire Police
  - West Yorkshire Police

Or delegated deputies as required

**Chair**

- The Chair of the CCOB will be West Yorkshire Police Chief Constable or a delegated alternative.

**Administration**

- The Administration will be carried out by secretariate within West Yorkshire Police, funded equally by the 7 Forces
- All decisions will be documented including any papers circulated outside of the meeting structure.

**Communications and reporting**

- All invites will be circulated via Teams from the Administrator in West Yorkshire Police.
- Briefing papers will be circulated via email prior to meetings with due time to consider, no later than 1 week prior to the meeting unless agreed otherwise.
- Executive summaries of these will form the essence of the paper at the CCOB, with any queries or questions being addressed in the main prior to the CCOB via emails through the administration post.
- All new projects will be instigated and signed off by CCOB
- The route for all papers or decisions will be from or to RDCC having been considered by the RACO as per the governance map.
- The RACO will consider and advise on any proposals as per the governance map.

### **Objectives**

- Provide Tactical oversight and direction for New and Ongoing North East Regional Collaborations to the Regional Assistant Chief Constables Board
- Ratifies papers and projects prior to CCOB submission with advice or recommendations
- Receives advice and guidance from the Regional Assistant Chief Constables Board to sign of the Operational plan.
- Meet quarterly via Microsoft Teams or similar digital platform unless otherwise requested.
- Discuss relevant ‘Themes’ at each quarter in line with those of the CCOB. These will include Budget and Performance and will be set in advance
- Ensure Benefits and Risks have been considered and captured

### **Attendance**

- Deputy Chief Constables
  - Cleveland Police
  - Durham Police
  - Humberside Police
  - Northumbria Police
  - North Yorkshire Police
  - South Yorkshire Police
  - West Yorkshire Police

Or delegated deputies as required

### **Chair**

- The Chair of the RDCC will be West Yorkshire Police Deputy Chief Constable or a delegated alternative.

### **Administration**

- The Administration will be carried out by secretariate within West Yorkshire Police, funded equally by the 7 Forces
- All decisions will be documented including any papers circulated outside of the meeting structure.

### **Communications and reporting**

- All invites will be circulated via Teams from the Administrator in West Yorkshire Police.
- Briefing papers will be circulated via email prior to meetings with due time to consider, no later than 1 week prior to the meeting unless agreed otherwise.
- Executive summaries of these will form the essence of the paper at the RDCC, with any queries or questions being addressed in the main prior to the RDCC via emails through the administration post.
- All new projects will be ratified by the RDCC and submitted to CCOB for sign or will be tasked from the CCOB for action.
- The route for all papers or decisions will be from or to CCOB having been considered by the RACO as per the governance map and from or to the RACC board.
- The RACO will consider and advise on any proposals as per the governance map.

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## *Regional Assistant Chief Officer Board (RACO) Terms of Reference*

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### **Objectives**

- Provide Tactical Financial oversight and direction for New and Ongoing North East Regional Collaborations to the CCOB
- Ratifies papers and projects prior to CCOB submission with advice or recommendations
- Receives advice and guidance from the Regional Assistant Chief Constables Board to sign of the financial elements of the Operational plan.
- Meet quarterly via Microsoft Teams or similar digital platform unless otherwise requested.
- Discuss relevant 'Themes' at each quarter in line with those of the CCOB. These will include Budget and Performance and will be set in advance
- Ensure Benefits and Risks have been considered and captured

### **Attendance**

- Assistant Chief Officers
  - Cleveland Police
  - Durham Police
  - Humberside Police
  - Northumbria Police
  - North Yorkshire Police
  - South Yorkshire Police
  - West Yorkshire Police

Or delegated deputies as required

### **Chair**

- The Chair of the RACO will be West Yorkshire Police Assistant Chief Officer or a delegated alternative.

### **Administration**

- The Administration will be carried out by secretariate within West Yorkshire Police, funded equally by the 7 Forces
- All decisions will be documented including any papers circulated outside of the meeting structure.

### **Communications and reporting**

- All invites will be circulated via Teams from the Administrator in West Yorkshire Police.
- Briefing papers will be circulated via email prior to meetings with due time to consider, no later than 1 week prior to the meeting unless agreed otherwise.
- Executive summaries of these will form the essence of the paper at the RACO, with any queries or questions being addressed in the main prior to the RACO via emails through the administration post.
- All new projects will be ratified by the RACO and submitted to CCOB for sign or will be tasked from the CCOB for action.
- The route for all papers or decisions will be from or to CCOB having been considered by the RDCC concurrently as per the governance map and from or to the RACC board.

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## *Regional Assistant Chief Constables Board (RACC) Terms of Reference*

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### **Objectives**

- Provide Operational oversight and advice for New and Ongoing North East Regional Collaborations to the Regional Deputy Chief Constables Board
- Ratifies papers and projects prior to RDCC submission with advice or recommendations
- Receives advice and guidance from the 'Heads of' Boards when considering the Operational plan.
- Meet quarterly via Microsoft Teams or similar digital platform unless otherwise requested.
- Discuss relevant 'Themes' at each quarter in line with those of the CCOB. These will include Budget and Performance and will be set in advance
- Ensure Benefits and Risks have been considered and captured

### **Attendance**

- Assistant Chief Constables
  - Cleveland Police
  - Durham Police
  - Humberside Police
  - Northumbria Police
  - North Yorkshire Police
  - South Yorkshire Police
  - West Yorkshire Police

Or delegated deputies as required

### **Chair**

- The Chair of the RACC will be a West Yorkshire Police Assistant Chief Constable or a delegated alternative.

### **Administration**

- The Administration will be carried out by secretariate within West Yorkshire Police, funded equally by the 7 Forces
- All decisions will be documented including any papers circulated outside of the meeting structure.

### **Communications and reporting**

- All invites will be circulated via Teams from the Administrator in West Yorkshire Police.
- Briefing papers will be circulated via email prior to meetings with due time to consider, no later than 1 week prior to the meeting unless agreed otherwise.
- Executive summaries of these will form the essence of the paper at the RACC, with any queries or questions being addressed in the main prior to the RACC via emails through the administration post.
- All new projects will be considered by the RACC and submitted to RDCC for ratification and submission to CCOB for sign or will be tasked from the RACC or RACO for action.
- The route for all papers or decisions will be from or to RDCC having been considered by the RACO, or from/to the RACO as per the governance map and to the 'Heads of' meetings.

**SCHEDULE 5**  
**Information Assurance Obligations**

**Part 1 - Definitions**

**1. Definitions**

- 1.1 For the purposes of this **Schedule 5**, the following words shall have the following meanings:
- 1.1.1 **"BCDR Plan"** means the Business Continuity and Disaster Recovery Plan held by West Yorkshire Police Resilience Planning Team;
  - 1.1.2 **"Collaboration Data"** means Sensitive Personal Data, Criminal Data and Non-Sensitive Data relating to offenders, suspected offenders and victims; and Non-Sensitive Personal Data relating to police officers involved in the investigation of alleged offences which has been submitted to the **RSSS** under this Agreement;
  - 1.1.3 **"Confidential Information"** means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property, and Personal Data;
  - 1.1.4 **"Contracting Authority"** means any contracting authority, as defined in Regulation 2(1) of the Public Contracts Regulations 2015, other than the Parties;
  - 1.1.5 **"Criminal Data"** means information relating to the criminal offences as defined in Article 10 of the GDPR as clarified by s10(5) of the DPA;
  - 1.1.6 **"Data Protection Law"** means the DPA, the GDPR, the LED, EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
  - 1.1.7 **"DPA"** means the Data Protection Act 2018 and **"Competent Authority"**, **"Controller"**, **"Data Protection Officer"**, **"Data Subject"**, **"Information Commissioner"**, **"Law Enforcement Purposes"**, **"Personal Data"**, **"Personal Data Breach"**, **"Process"**, **"Processing"**, **Sensitive Processing"** and **"Technical and Organisational Measures"** shall have the meanings given to those terms by the DPA;
  - 1.1.8 **"EIR"** means the Environmental Information Regulations 2004;
  - 1.1.9 **"Erasure or restriction of processing request"** means the exercise by a Data Subject of his or her rights under Article 17 and 18 of the GDPR or section 47 of the DPA;
  - 1.1.10 **"FOIA"** means the Freedom of Information Act 2000;
  - 1.1.11 **"GDPR"** means the General Data Protection Regulation (EU Regulation 2016/679);
  - 1.1.12 **"GSCS"** means the government's security classification scheme for the classification of information which is designed to ensure that public sector information assets are appropriately protected, managed and safeguarded in an agreed and proportionate manner in compliance with relevant legislation and international standards;
  - 1.1.13 **"HMG IAS"** means Her Majesty's Government Information Assurance Standards;



- 1.1.14 **“Independent Controller”** means each Competent Authority is a controller of the same Collaboration Data in its own right (but there is no element of joint control);
- 1.1.15 **“Information”** has the meaning given under section 84 of the FOIA;
- 1.1.16 **“Information Risk Assessment Reports”** means the information risk assessment reports for RSSS agreed by the Parties;
- 1.1.17 **“ISO”** means Information Security Officer;
- 1.1.18 **“IT System”** means the computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of any Party (including any Processor or Controller) or any of its employees, agents, consultants and contractors, to host, access or otherwise process the Police Data as identified in the **Annex to this Schedule**;
- 1.1.19 **“LED”** means the Law Enforcement Directive (EU Directive 2016/680);
- 1.1.20 **“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
- 1.1.21 **“MOPI”** means the Code of Practice for the Management of Police Information (2005);
- 1.1.22 **“NPCC CSP”** means the National Policing Community Security Policy;
- 1.1.23 **“Non-Sensitive Personal Data”** means any Personal Data that is not Sensitive Personal Data or Criminal Data;
- 1.1.24 **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data within the RSSS.
- 1.1.25 **“Police Data”** means any data (including Personal Data) text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are provided by any Party to another Party in connection with this Agreement;
- 1.1.26 **“Protective Measures”** means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
- 1.1.27 **“Rectification request”** means the exercise by a Data Subject of his or her rights under Article 16 of the GDPR or section 46 of the DPA;
- 1.1.28 **“Request for Information”** means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;
- 1.1.29 **“Senior Information Risk Owner”** or **“SIRO”** means the person identified as such for each Party in the **Annex to this Schedule**;
- 1.1.30 **“Sensitive Personal Data”** means Personal Data comprising of Special Category Personal Data as defined by Article 9 of the GDPR and/or Personal Data deemed to fall under Sensitive Processing;

1.1.31 “**Shared Services Senior Information Risk Owner**” or “**SSSIRO**” means the person identified as such in the **Annex to this Schedule**;

1.1.32 “**Subject access request**” means the exercise by a Data Subject of his or her rights under Article 15 of the GDPR or section 45 of the DPA.

## **Part 2 – Transparency**

### **2. Freedom of Information**

2.1 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.

2.2 Each Party shall:

2.2.1 transfer to the relevant Party’s officer responsible for Requests for Information 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;

2.2.2 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;

2.2.3 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

2.2.4 not respond directly to a Request for Information relating to any other Party(ies) without first consulting with the other Party(ies).

2.3 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.

2.4 The Parties acknowledge that (notwithstanding the other provisions of this **paragraph 2**) 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:

2.4.1 in certain circumstances without consulting the other Party; or

2.4.2 following consultation with the other Party and having taken its views into account, provided always that where **paragraph 2** applies 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.

### **3. Confidentiality**

3.1 Except to the extent set out in this **paragraph 3** or where disclosure is expressly permitted elsewhere in this Agreement, each Party (the “**Receiving Party**”) shall:

3.1.1 treat the Confidential Information of another Party (the “**Disclosing Party**”) as confidential and safeguard it accordingly;

3.1.2 not disclose the Disclosing Party’s Confidential Information to any other person without the Disclosing Party’s prior written consent; and

3.1.3 not use any of the Disclosing Party’s Confidential Information otherwise than for the purposes of this Agreement.

- 3.2 **Paragraph 3.1** shall not apply to the extent that:
- 3.2.1 such disclosure is a requirement of Law placed upon the Receiving Party (including any requirements for disclosure under the FOIA or the EIR pursuant to **paragraph 2** ) 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:
    - 3.2.1.1 not make any disclosure without first consulting with the Disclosing Party (subject to **paragraph 2.4** ); and
    - 3.2.1.2 only copy or disseminate Confidential Information to third parties in accordance with and to the extent of the relevant Law; or
  - 3.2.2 such disclosure is in accordance with this Agreement; or
  - 3.2.3 such information was:
    - 3.2.3.1 in the possession of the Receiving Party making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party; or
    - 3.2.3.2 obtained from a third party without obligation of confidentiality; or
    - 3.2.3.3 already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
    - 3.2.3.4 independently developed without access to the Disclosing Party's Confidential Information.
- 3.3 Each Receiving Party may only disclose Confidential Information to its personnel (including its consultants, contractors or other persons engaged by the Receiving Party) subject to satisfactory vetting being held by them, who are directly involved in the operation of this Agreement or RSSS 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 or RSSS:
- 3.3.1 the relevant Receiving Party shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;
  - 3.3.2 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 3.**, including:
    - 3.3.2.1 copies of any written communications to and/or from the Receiving Party's personnel; and
    - 3.3.2.2 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.
- 3.4 Nothing in this Agreement shall prevent any Receiving Party from disclosing the Disclosing Party's Confidential Information:
- 3.4.1 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);

3.4.2 for the purpose of the examination and certification of the Receiving Party's accounts; or

3.4.3 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,

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 3.4** is made aware of the Receiving Party's obligations of confidentiality.

3.5 Nothing in this Agreement shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement or RSSS 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 3** or an infringement of Intellectual Property.

3.6 Each Party shall tell the affected Party(ies) immediately if it discovers that any provision of this **paragraph 3** has been breached and shall give the affected Party(ies) all reasonable assistance in connection with any proceedings arising from such breach.

3.7 The Parties agree that damages may not be an adequate remedy for any breach of this **paragraph 3** 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 **paragraph 3**

3.8 For the avoidance of doubt nothing in this **paragraph 3** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.

3.9 The obligations in this **paragraph 3** shall continue without limit in time.

### **Part 3 – Information Management and Security Requirements for all Police Data**

#### **4. Police Data Security**

4.1 In accordance with the HMG IAS and NPCC CSP, the SSSIRO shall ultimately oversee and hold responsibility for information security and information risk management for all business activities undertaken within the terms of this Agreement.

4.2 The Parties acknowledge and agree that they each have obligations relating to the security of Police Data in their control under Data Protection Law, MOPI and the NPCC Police Service Information Assurance Strategy.

4.3 Each Party acknowledges and agrees that it shall be responsible for the quality of the Police Data that it enters onto the IT System in accordance with MOPI.

4.4 During the term of this Agreement each Party shall comply with all relevant obligations:

4.4.1 as detailed in the Information Risk Assessment Reports submitted by the ISO of the Lead Chief Officer and approved by the SSSIRO;

4.4.2 in accordance with MOPI, NPCC CSP, HMG IAS and the NPCC Police Service Information Assurance Strategy.

4.5 Unless stated otherwise in this Agreement, each Party shall:

4.5.1 ensure access to the Police Data is confined to authorised persons only;

- 4.5.2 take responsibility for preserving the integrity, security and confidentiality of the Police Data and preventing the corruption, unauthorised disclosure or loss of the Police Data;
- 4.5.3 perform secure back-ups of all the Police Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan; and
- 4.5.4 ensure that any system (including without limitation any paper records, personal computer, laptop, server, storage device and removable media) on which they hold any Police Data, including back-up data, is a secure system that complies with this **paragraph 4**.

If, at any time, any Party suspects or has reason to believe that any Police 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 Parties immediately by telephone (followed by email) (to such telephone number and email address as advised by each Party from time to time) and inform them of the remedial action that it proposes to take.

- 4.7 If any Police Data is corrupted, lost or sufficiently degraded as a result of any Party's breach of this Agreement, all the Parties shall work together to restore or procure the restoration of the Police Data to the extent and in accordance with the requirements specified in the BCDR Plan and RSSS's IT Policies.
- 4.8 Each Party shall, as an enduring obligation throughout the term of this Agreement and the existence of RSSS, 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.
- 4.9 Notwithstanding **paragraph 4.8**, 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 Police Data, assist each other to mitigate any losses.

## 5. Information Management of Police Data

### 5.1 Each Party shall:

- 5.1.1 not delete or remove any proprietary notices contained within or relating to the Police Data;
- 5.1.2 not store, copy, disclose or use the Police Data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by all the Parties;
- 5.1.3 to the extent that Police Data is held and/or processed by one Party on behalf of another Party the Party processing the Police Data shall supply the relevant Police Data to that other Party as requested by it in the format notified by it to the Party processing the relevant Police Data.

## 6. Risk Management of Police Data

- 6.1 Each Party shall comply with the provisions of the BCDR Plan and shall ensure that it is able to implement its obligations under the BCDR Plan at any time.
- 6.2 The ISO of the Lead Chief Officer shall:
  - 6.2.1 assist the project manager for RSSS to identify any risks during any on-boarding or implementation stage of RSSS and assist the relevant Information Asset Owner(s) once RSSS has fully commenced;

- 6.2.2 ensure that there is a formally documented process for notifying, recording and managing information security incidents. The process will include provision for investigation, escalation relative to risk, media management, notification to the Information Commissioner and formal review of any such incident;
  - 6.2.3 ensure that all RSSS assets are managed in accordance with the NPCC CSP; to include maintenance of asset registers, licensing, use of removable media, use of encryption and secure disposal at the end of asset life;
  - 6.2.4 ensure that appropriate arrangements are in place to comply with the GSCS for all activities undertaken in respect of RSSS;
  - 6.2.5 ensure that any and all cryptographic materials are handled and utilised in compliance with HMG IAS 4 or the relevant prevailing standard, with suitably trained and accredited staffing resources in place;
  - 6.2.6 ensure that an appropriate risk treatment plan is put in place;
  - 6.2.7 ensure that the procurement and deployment of any new/additional information system utilised for the purposes of RSSS is conducted in compliance with NPCC CSP.
- 6.3 The relevant Information Asset Owner(s) shall:
- 6.3.1 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;
  - 6.3.2 ensure that there are appropriately documented procedures to manage access to the IT System, proportionate to the risks associated with the IT System and RSSS, 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;
  - 6.3.3 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.
- 6.4 The Information Asset Owner shall ensure that a robust regime of awareness, training and education is in place and delivered to all of that Party's staff with access to information assets pursuant to this Agreement, with overall responsibility resting with the SIRO in accordance with NPCC CSP.
- 6.5 Except as expressly provided otherwise in this Agreement, the Lead Policing Body and Lead Chief Officer shall comply with their data retention policy and shall return to each Party any Police Data belonging to that Party held by the Lead Policing Body or Lead Chief Officer that is no longer required for the purpose for which it was provided.
- 6.6 The Lead Policing Body and the Lead Chief Officer shall be responsible for ensuring the safe subsequent disposal of any archived copies of Police Data that have been created by back-up or recovery procedures carried out by the Lead Policing Body or Lead Chief Officer.

#### **Part 4 – Independent controller agreement**

##### **7. Independent Controllers**

- 7.1 These arrangements have been made between the Competent Authorities being the Chief Officers in their capacity as Independent Controllers.

- 7.2 With respect to Collaboration Data provided by one Chief Officer to the Lead Chief Officer, each Chief Officer shall act as Controller but the Collaboration Data will not be under their joint control and each Chief Officer undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Collaboration Data as Controller.
- 7.3 The Lead Chief Officer will be the Controller in the discharge of the functions set out in this Agreement and shall process the Collaboration Data in compliance with its obligations under the Data Protection Legislation.
- 7.4 Where a Chief Officer has provided Collaboration Data to the Lead Chief Officer in accordance with clause 7.2, the Lead Chief Officer will provide all such relevant documents and information relating to its data protection policies and procedures as the other Chief Officer may reasonably require.
- 7.5 The Chief Officers shall only provide Collaboration Data to the Lead Chief Officer:
- 7.5.1 to the extent necessary to perform the respective obligations under this Agreement.
- 7.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects).
- 7.6 Each Chief Officer will put in place appropriate Technical and Organisational Measures within their organisation in line with their respective force policies in respect of links to the RSSS to prevent any unauthorised or unlawful processing.
- 7.7 The Lead Chief Officer processing Collaboration Data for the purposes of this Agreement shall enter into a data processing contract with the relevant supplier of the services, such data processing contract setting out the scope, nature and purpose of the Processing by the supplier, the duration of the Processing, the types of Collaboration Data and categories of Data Subjects involved and the obligations and rights of the supplier and Controller and the Lead Chief Officer shall make a copy of the data processing contract available to the other Chief Officers upon reasonable request.
- 7.8 Where the Lead Chief Officer receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Collaboration Data provided to it by the other Chief Officers pursuant to this Agreement:
- 7.8.1 the other Chief Officers shall provide any information and/or assistance as reasonably requested by the Lead Chief Officer to help it respond to the request or correspondence; or
- 7.8.2 where the request or correspondence is directed to the other Chief Officer and/or relates to the other Chief Officer's Processing of the Collaboration Data, the Lead Chief Officer will:
- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Chief Officer that it has received the same and shall forward such request or correspondence to the other Chief Officer; and
- (b) provide any information and/or assistance as reasonably requested by the other Chief Officer to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 7.9 The Lead Chief Officer shall promptly notify the other Chief Officer upon it becoming aware of any Personal Data Breach relating to Collaboration Data provided by the other Chief Officer pursuant to this Agreement and shall:
- 7.9.1 do all such things as reasonably necessary to assist the other Chief Officer in mitigating the effects of the Personal Data Breach;
  - 7.9.2 implement any measures necessary to restore the security of any compromised Collaboration Data;
  - 7.9.3 work with the other Chief Officers 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
  - 7.9.4 not do anything which may damage the reputation of the other Chief Officer or that Chief Officer's relationship with the relevant Data Subjects, save as required by Law.
- 7.10 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 but shall be considered a liability of RSSS and each Party agrees to proportionately reimburse any such costs in accordance with the Apportionment Ratio.
- 7.11 Collaboration Data provided by one Chief Officer to the Lead Chief Officer may be used exclusively to exercise rights and obligations under this Agreement.
- 7.12 Collaboration Data shall not be retained or processed for longer than is necessary to perform the Lead Chief Officer's obligations under this Agreement.
- 7.13 The Lead Chief Officer will on behalf of the other Chief Officers initiate an annual review of these independent controller provisions or on request of one or more of the other Chief Officers a review an immediate review of the arrangements. The Chief Officers may decide to continue, amend or terminate the arrangements depending on the outcome of any review.
- 7.14 Each Chief Officer undertakes to indemnify and keep indemnified the other Chief Officers against any liability which may be incurred as a result of its breach of the provisions set out in this Part 4 of Schedule 5.

#### **Part 4 – Information Management of Personal Data**

8. Information Management under Data Protection Law
- 8.1 The Parties agree that the **Annex to this Schedule** sets out the processing on a joint controller basis for the purpose of this Agreement:
- 8.1.1 the purpose of RSSS and reason why any Personal Data is required to be shared to meet that purpose;
  - 8.1.2 the types of Personal Data to be shared (including security level in line with the GSCS) and with whom;
  - 8.1.3 the basis for sharing the Personal Data;



- 8.1.4 the type of Personal Data to be shared and whether it includes Sensitive Personal Data;
  - 8.1.5 the identity of the Controller(s);
  - 8.1.6 whether the Controllers are Joint Controllers or Independent Controllers;
  - 8.1.7 the point at which the identity of any Controller may change (and the impact (if any) such change shall have on the responsibilities of each Controller);
  - 8.1.8 the specific responsibilities of each Controller, should these differ from the terms set out in this Schedule;
  - 8.1.9 the identity of any Processor;
  - 8.1.10 overall responsibility for providing access to shared Personal Data and responding to Data Subject Rights Requests, should this differ from the terms set out in this Schedule;
  - 8.1.11 technical and organisational security arrangements, should these differ from the terms set out in this Schedule;
  - 8.1.12 the contact point for Data Subjects in respect of their data subject rights under Part 3 Chapter 3 DPA in relation to RSSS.
- 8.2 The Parties agree that nothing in this Agreement is intended to undermine, exclude or in any way limit the rights of a Data Subject as set out in Data Protection Law.
9. Responsibilities - General
- 9.1 Each Party shall:
- 9.1.1 comply with its obligations as Controller and/or Processor (as appropriate) under any applicable Data Protection Law; and
  - 9.1.2 not, by act or omission, put any other Party in breach of its applicable obligations under Data Protection Law.
- 9.2 Subject to **paragraph 9.3**, each Controller is responsible for ensuring that its Privacy Notice shall make reference to Processing Personal Data and are sufficiently detailed to cover the information sharing activity specified in this Schedule, including the purpose of the processing and the lawful basis for the processing in accordance with this Schedule, and the point of contact for Data Subjects.
- 9.3 Each Party acknowledges that the disclosure of any information to individual Data Subjects relating to the sharing and Processing of Personal Data in furtherance of the Responsibilities and Aims may:
- 9.3.1 obstruct an official or legal inquiry, investigation or procedure; and/or
  - 9.3.2 prejudice the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties;
- and accordingly, accept that any Party is entitled to withhold any specific reference to the Processing, or reference to specific sharing of Personal Data in furtherance of the Responsibilities and Aims, in any applicable Privacy Notice.
- 9.4 Each Controller will put in place appropriate Protective Measures within its organisation in line with Data Protection Law and its force policies in respect of its links to RSSS to prevent any unauthorised or unlawful Processing. Each Controller will keep such Protective Measures under review and will carry out such updates as they deem to be appropriate throughout the duration of this Agreement.
- 9.5 Each Controller will ensure that the Personal Data collected and retained by its officers and staff is:
- 9.5.1 adequate, relevant and only Processed lawfully in accordance with this Agreement; and
  - 9.5.2 accurate and, where necessary, kept up to date; having taken every reasonable step to ensure that any inaccurate Personal Data has been deleted or rectified.

- 9.6 It is the responsibility of each Controller to ensure its officers and staff who collect or Process Personal Data are appropriately trained to handle and process the Personal Data in accordance with this Agreement.
- 9.7 In the event that any Party becomes aware of, or has a reasonable suspicion that a breach of this Schedule has occurred, including any Personal Data Breach, it shall promptly notify all affected Parties of the actual or suspected breach, together with any evidence it has to support such a belief or suspicion.
- 9.8 Nothing in this Schedule shall prohibit or restrict any Controller from their legal obligation to notify the Information Commissioner of any Personal Data Breach that is or will be likely to result in a risk to the rights and freedoms of the Data Subject or any other individual.
- 9.9 Each Controller will provide reasonable assistance to any other affected Controller as is necessary to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.
10. Responsibilities – Joint Controllers
- 10.1 Where the Controllers are Joint Controllers, the Parties agree:
- 10.1.1 each Controller is individually responsible for the lawful and fair Processing of Personal Data carried out by its officers and staff;
  - 10.1.2 the lawful basis upon which any Personal Data shall be Processed and the Purpose for which the Personal Data shall be Processed in relation to RSSS is as set out in the **Annex** to this Schedule;
  - 10.1.3 each Controller will, in respect of any Personal Data collected by its officers and staff, provide clear and sufficient information to the Data Subjects of that Personal Data of the purposes for which they and the other Controllers will Process their Personal Data, the legal basis for such purposes and such other information as is required by Data Protection Law;
  - 10.1.4 the Lead Chief Officer will ensure that a Data Protection Impact Assessment is conducted and maintained for RSSS and, in addition, each Controller is individually responsible for ensuring that a Data Protection Impact Assessment is conducted and maintained within their area of responsibility at the earliest opportunity;
  - 10.1.5 any cross border data flows under this Agreement shall require the consent of all the Joint Controllers and may only be made if in accordance with applicable Data Protection Law;
  - 10.1.6 the Lead Chief Officer will provide a single point of contact (SPoC) to support the management of requests from Data Subjects who wish to exercise their rights under Data Protection Law and each Controller will maintain a point of contact for the SPoC within its organisation;
  - 10.1.7 the relevant Joint Controller will notify the SPoC designated by the Lead Chief Officer within 24 hours or, where that is not possible, as soon as reasonably practicable after becoming aware if it:
    - 10.1.7.1 receives a Data Subject Rights Request;
    - 10.1.7.2 receives any other request, complaint or communication relating to any of the Controllers' obligations under Part 3 of the DPA;
    - 10.1.7.3 receives from any third party any request for disclosure of Personal Data where compliance with such a request is required or purported to be required by Law; or
    - 10.1.7.4 becomes aware of a Personal Data Breach;
  - 10.1.8 each Controller will be responsible for reporting any Personal Data Breach committed by its officers/staff to the Information Commissioner without undue delay in accordance with Data Protection Law and (where applicable) inform Data Subjects as required by Data

Protection Law. Each Controller will, where applicable, also inform the Lead Chief Officer without undue delay via the appointed SPoC in accordance with paragraph 10.1.6 and in sufficient time to ensure the Information Commissioner is notified within the timescales required by Data Protection Law;

10.1.9 in the event that a Controller becomes aware of any Personal Data Breach committed by the officers/staff of another Controller they will inform that Controller and the Lead Chief Officer without undue delay via the appointed SPoC in accordance with paragraph 10.1.6 and in sufficient time to ensure the Information Commissioner is notified within the timescales required by Data Protection Law;

10.1.10 in respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

10.1.10.1 carry out adequate due diligence on such third party, to ensure that it is capable of providing the level of protection for the Shared Personal Data as is required by **Part 4 of this Schedule**, and provide evidence of such due diligence to the other Party where reasonably requested; and

10.1.10.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Law.

## 11. Responsibilities – Independent Controllers

11.1 Where the Controllers are Independent Controllers, the Parties agree:

11.1.1 where a Controller has provided Personal Data to the Lead Chief Officer in relation to RSSS, the Lead Chief Officer will provide all such relevant documents and information relating to its data protection policies and procedures as the relevant Controller may reasonably require;

11.1.2 the Controllers shall only provide Personal Data to the Lead Chief Officer:

11.1.2.1 to the extent necessary to perform the respective obligations under this Agreement; and

11.1.2.2 in compliance with Data Protection Law (including by ensuring all required fair processing information has been given to affected Data Subjects);

11.1.3 where the Lead Chief Officer receives a request by any Data Subject to exercise any of their rights under Data Protection Law in relation to the Personal Data provided to it by the other Controllers pursuant to this Agreement:

11.1.3.1 the other Controllers shall provide any information and/or assistance as reasonably requested by the Lead Chief Officer to help it respond to the request or correspondence; or

11.1.3.2 where the request or correspondence is directed to the other Controllers and/or relates to the other Controller's Processing of the Personal Data, the Lead Chief Officer will:

(a) promptly, and in any event within five (5) Business Days of receipt of the request or correspondence, inform the other Controller that it has received the same and shall forward such request or correspondence to the other Controller; and

(b) provide any information and/or assistance as reasonably requested by the other Controller to help it respond to the request or correspondence in the timeframes specified by Data Protection Law;

11.1.4 the Lead Chief Officer shall promptly notify the other Controller upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Controller pursuant to this Agreement and shall:

- 11.1.4.1 do all such things as reasonably necessary to assist the other Controller in mitigating the effects of the Personal Data Breach;
- 11.1.4.2 implement any measures necessary to restore the security of any compromised Personal Data;
- 11.1.4.3 work with the other Controller to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with Data Protection Law (including the timeframes set out therein); and
- 11.1.4.4 not do anything which may damage the reputation of the other Controller or its relationship with the relevant Data Subjects, save as required by Law;
- 11.1.5 that Personal Data provided by a Controller to the Lead Chief Officer may be used exclusively to exercise rights and obligations under this Agreement unless by further written agreement; and
- 11.1.6 the Lead Chief Officer shall not retain or Process Personal Data longer than is necessary for the Lead Chief Officer to perform its obligations under this Agreement unless by further written agreement.

12. Responsibilities – Processor in a Controller / Processor relationship

- 12.1 To the extent that the Processor processes Personal Data on behalf of the Controller in connection with this Agreement, the Processor shall:
  - 12.1.1 solely process the Personal Data for the purposes of fulfilling its obligations in this Agreement and in compliance with the Controller's written instructions as set out in this Agreement;
  - 12.1.2 take all reasonable steps to ensure the reliability and integrity of any officers, staff or other personnel that may have access to the Controller's Personal Data;
  - 12.1.3 take appropriate Protective Measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the nature of the Processing and harm that might result from such unauthorised or unlawful Processing, loss, destruction or damage and the nature of the Personal Data;
  - 12.1.4 provide all reasonable possible assistance and co-operation to enable the Controller to fulfil its obligations to respond to requests from individuals exercising their rights under Data Protection Law;
  - 12.1.5 notify the Controller without undue delay if the Processor or any sub-contractor engaged by on behalf of the Processor suffers a Personal Data Breach involving Personal Data that is processed in connection with this Agreement;
  - 12.1.6 following a notification under **paragraph 12.1.5**, provide reasonable co-operation, information and assistance to the Controller as may be necessary to enable the Controller to notify the Information Commissioner and Data Subjects of the Personal Data Breach to the extent such notification is required under Data Protection Law;
  - 12.1.7 assist the Controller with carrying out Data Protection Impact Assessments and consulting with the Information Commissioner where such assessments and/or consultation are required pursuant to Data Protection Law;
  - 12.1.8 upon termination of this Agreement, at the choice of the Controller, delete or return all Personal Data to the Controller and delete existing copies, except that the Processor shall be permitted to retain back-up copies of Personal Data in accordance with the Processor's normal back-up procedures or legal obligation;

- 12.1.9 upon reasonable request make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this **paragraph 12.1** and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller;
- 12.1.10 save where the **Annex to this Schedule** states otherwise or where permitted pursuant to **paragraph 12.1.11**, not use the services of any sub-contractors or Sub-processor in connection with the Processing of the Personal Data without the prior written approval of the Controller;
- 12.1.11 if the Controller(s) consents to the transfer to a Sub-processor, before allowing any Sub-processor to process any Personal Data related to this Agreement:
  - 12.1.11.1 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this **paragraph 12.1** such that they apply to the Sub-processor; and
  - 12.1.11.2 provide each Controller with such information regarding the Sub-processor as the Controller(s) may reasonably require;
- 12.1.12 without prejudice to **paragraphs 12.1.10 and 12.1.11**, remain fully liable for all acts or omissions of any Sub-processor;
- 12.1.13 ensure that access to the Police Data is limited to those employees or authorised sub-contractors who need access to the Police Data to meet the Processor's obligations under this Schedule;
- 12.1.14 ensure that all employees or authorised sub-contractors with access to Police Data in accordance with this **paragraph 12.1**:
  - 12.1.14.1 are aware of and comply with the Processor's duties set out in this **paragraph 12.1**;
  - 12.1.14.2 are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - 12.1.14.3 are informed of the confidential nature of the Police Data and do not publish, disclose or divulge any of the Controller's Police Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Schedule;
  - 12.1.14.4 have undergone adequate training in the use, care, protection and handling of Personal Data and specific instructions in respect of the secure handling of confidential and/or sensitive information; and
  - 12.1.14.5 are appropriately technically qualified;
- 12.1.15 allow the Controller(s) access on reasonable notice to any of the Processor's premises where the Controller's Police Data are stored or at which they are accessible to inspect any relevant procedures and/or, at the option of the Controller(s), to provide the Controller(s) with evidence of the Processor's compliance with the provisions of this **paragraph 12.1**.
- 12.1.16 not transfer or process any of the Controller's Personal Data to any country or territory outside the UK unless the prior written consent of the Controller has been obtained and, if the transfer or process is to be outside the United Kingdom, the following conditions have been fulfilled:
  - 12.1.16.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Law) as determined by the Controller;
  - 12.1.16.2 the Data Subject has enforceable rights and effective legal remedies;

- 12.1.16.3 the Processor complies with its obligations under Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller(s) in meeting its obligations); and
- 12.1.16.4 the Processor complies with any reasonable instructions notified to it in advance by the Controller(s) with respect to the Processing of the Personal Data;
- 12.1.17 immediately on demand, fully indemnify each Controller and keep each Controller fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements), losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Controller as a result of the loss or destruction of or damage to or unauthorised disclosure of or unauthorised access to the Controller's Personal Data in connection with any failure of the Processor to comply with the provisions of this **paragraph 12.1** or any Data Protection Law.

### 13. Damages - liability

- 13.1 Without prejudice to **paragraph 12.1.17**, each Party (the "Indemnifying Party") will be individually responsible for any damage or sanction imposed by the Information Commissioner caused by the Processing of Personal Data by officers/staff under its direction and control, which is found to be in breach of Data Protection Law and shall indemnify each of the other Parties and keep each of the other Parties (each "Indemnified Party") indemnified from and against all costs, claims, demands, expenses (including legal costs and disbursements), losses, actions, proceedings, sanctions and liabilities of whatsoever nature arising from or incurred by an Indemnified Party as a result of the actions or omissions of the officers or staff under the direction and control of the Indemnifying Party which are in breach of Data Protection Law.

### 14. Data Subject Rights

- 14.1 The relevant Joint Controllers will individually provide such assistance as is reasonably required to enable the Lead Chief Officer to comply with requests from Data Subjects to exercise their rights under Data Protection Law within time limits imposed by Data Protection Law.
- 14.2 The Parties agree that the procedure to be followed by the Controllers in respect of the handling of the Data Subject rights arising in relation to any Processing carried out under these arrangements is set out in the **Annex to this Schedule**.

### 15. Review

- 15.1 The Lead Chief Officer will on behalf of the other Controllers initiate a review of **Part 4 of this Schedule** annually and/or immediately following a request of one or more of the other Controllers.
- 15.2 The Controllers may decide to continue, amend or terminate the provisions of **Part 4 of this Schedule** depending on the outcome of any review. Any such decision shall require the majority of the Controllers' approval in writing.
- 15.3 The review of these arrangements will involve:
  - 15.3.1 assessing whether the purposes of Personal Data Processing are general or Law Enforcement Purposes and whether the purposes should be revised;
  - 15.3.2 assessing whether Data Protection Law provisions governing data quality, retention, and Data Subjects' rights are being complied with; and
  - 15.3.3 assessing whether any Personal Data Breaches have been handled in accordance with the arrangements and Data Protection Law.
- 15.4 Each Controller will provide reasonable assistance to the Lead Chief Officer as is necessary to facilitate the conduct of any review in an efficient and expeditious manner.

## ANNEX TO SCHEDULE 5

Description	Details
Controller(s)	<p>The joint controllers of the data for the purpose of this agreement are:</p> <p>Chief Constable West Yorkshire Police            Chief Constable North Yorkshire Police            Chief Constable Humberside Police            Chief Constable South Yorkshire Police</p> <p>All processing is done on a joint controller basis and is captured within the West Yorkshire Police Register of Processing Activity.</p> <p>West Yorkshire Police is identified as the lead controller.</p>
Responsibilities of each Controller if they differ from the terms of Schedule 5	As per schedule 5
Processor(s)	<p>Eurofins            Orchid Cellmark Ltd            Socotech            Key Forensic Services Ltd</p> <p>West Yorkshire Police will act as signatory for any DPCs required with data processors and will sign on behalf of the named joint controllers within this agreement as lead controller.</p>
Subject matter of the processing	Forensic Investigations
Duration of the processing	For the duration of the S22 agreement, unless it is reviewed prior to the end date.
Nature and Purpose of the processing	<p>All processing undertaken by RSSS under this agreement is to allow the forensic investigation of crimes and incidents. All data processed is done so under this S22 agreement and nothing is processed outside this agreement. By undertaking these investigations, it will allow the prevention and detection of crime, the apprehension of offenders and support the Court and Justice process.</p> <p>The particular processing that is undertaken is as follows:</p> <ul style="list-style-type: none"> <li>• Record all forensic data and activities across RSSS Yath</li> <li>• Store and transfers images of crime scenes finger marks and footmarks and images taken during the forensic investigation</li> <li>• Researching and matching fingerprints.</li> <li>• Elimination fingerprints of Police Staff/Officers</li> <li>• Footprint and images added along with the suspects details</li> <li>• The creation and updating of a forensic request log.</li> <li>• Images of crime scenes and images taken during the forensic investigation.</li> <li>• Electronically transfer fingerprint and footwear marks and elimination forms to the Identification Bureau.</li> </ul>

<p>Procedure for Processing</p>	<p>Management of Forensic Casework.</p> <ul style="list-style-type: none"> <li>• Recording of crime details, resources, examination details (method of process) and exhibits collected.</li> <li>• Recording of exhibit movement and continuity.</li> <li>• DNA sample details, including continuity added to the system</li> <li>• Research investigation details or details of the exhibits collected by CSI's</li> <li>• Research to validate DNA ident information, record DNA hits, individual</li> </ul> <p>Imaging - Administer and maintain CSI and FCIU Imagery</p> <ul style="list-style-type: none"> <li>• These images are uploaded using the FISH application</li> <li>• Storage of raw and edited images</li> <li>• Isilion is the network attached storage (NAS) that hosts all RSSS data</li> </ul> <p>Fingerprints</p> <ul style="list-style-type: none"> <li>• The national system (Ident 1) is used to research recorded fingerprints and owner details (arrestes, police officers and police staff).</li> <li>• Nationally held fingerprints are used to assist in comparison work and identify matches.</li> </ul> <p>Footwear</p> <ul style="list-style-type: none"> <li>• Record crime details and the suspects footwear data.</li> </ul> <p>Incident details using Command and Control system</p> <p>Incident details sent via external incident transfer (using other force Command and Control system). Incident updates from resources.</p> <ul style="list-style-type: none"> <li>• Management and deployment of appropriate resources.</li> <li>• Ascertain the location of operational staff for welfare checks and deployment.</li> </ul> <p>Recording persons involved details to ascertain attendance requirements e.g. victim and address to take injury photographs</p>
<p>Type of Personal Data being Processed</p>	<p>Personal data, sensitive personal data and criminal offence data are being processed. See Register of Processing Activity for full details.</p>
<p>Categories of Data Subject</p>	<p>Victims, Witnesses, Suspects, Employees, contractors.</p>
<p>Lawful basis for the Processing</p>	<p>The lawful basis for sharing is: predominantly:</p> <p>Article 6e – Public Task: the processing is necessary for you to perform a task in the public interest or for your official functions and the task or function has a clear basis in law.</p> <p>Article 9 – Special Category data-</p> <p>(g) processing is necessary for reasons of substantial public interest, on the basis of domestic 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>



	<p>(a) section 10 makes provision about when the requirement in paragraph 2(b), (g), (h), (i) or (j) of this Article for authorisation by, or a basis in, domestic law is met;</p> <p>Substantial public interest conditions available:</p> <p>Conditions being relied on from schedule 1 are:</p> <p>6. Statutory and government purposes  10. Preventing or detecting unlawful acts  11. Protecting the public  18. Safeguarding of children and individuals at risk</p> <p>Article 10 says: Processing of personal data relating to criminal convictions and offences or related security measures based on Article 6(1) shall be carried out only under the control of official authority or when the processing is authorised by Union or Member State law providing for appropriate safeguards for the rights and freedoms of data subjects.</p> <p>The following measures have been taken to safeguard the fundamental rights and the interests of the data subject:</p> <ul style="list-style-type: none"> <li>• Privacy Information Notice</li> <li>• Data minimisation</li> <li>• Data transfer, storage and deletion measures equivalent to the standards set out in the WYP GPMS/GSC Policy</li> </ul> <p>There is an appropriate policy document in place.</p> <p>Please read this in conjunction with the Register of Processing Activity.</p>
<p>Plan for return and destruction of the data once the processing is complete</p>	<p>Data will be retained in line with West Yorkshire Police Force Retention Schedule and the NPCC Forensic Retention Guidance.</p> <p>In the event a party leaves the RSSS collaboration or this agreement terminates data will be returned to the respective Force or agreement reached with the Force as to what is to happen to the data.</p>
<p>Technical and Organisational Security Arrangements, should these differ from the terms set out in this Schedule</p>	<p>Terms are in line with those set out in the schedule</p>
<p>Designated Contact Point for Data Subjects (in respect of their data subject rights under Part 3 Chapter 3 DPA)</p>	<p>For data that is processed by RSSS, the lead controller, West Yorkshire Police is the designated contact point for subject rights.</p>
<p>Types of Personal Data to be shared</p>	<p>Name, date of birth, address, gender, ethnicity, biometric data, PNC ID, telephone number, e-mail address, images,</p>
<p>The basis and reason for sharing Personal Data</p>	<p>The data that will be shared is to allow for an efficient and effective forensic investigation to take place.</p>
<p>SIRO</p>	<p>The Deputy Chief Constable in each of the 4 Forces are the SIRO for the purpose of this agreement.</p>
<p>SSSIRO</p>	

	The Shared Services SIRO is the Deputy Chief Constable of the lead Force, West Yorkshire Police.
IT System	<p>A number of systems are used for the purpose of processing personal data as follows:</p> <ul style="list-style-type: none"><li>Forensic Case Management System</li><li>Fotoware 8</li><li>Ident 1</li><li>National Footwear Database</li><li>RSSS Storm</li><li>RSSS Isilon</li><li>FISH</li></ul>

**SCHEDULE 6**  
**Dispute Resolution Procedure**

**8. DISPUTE RESOLUTION**

8.1 In the event of any dispute or difference between the Parties relating to this Agreement or RSSS Yath (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:

8.1.1 The Parties relevant Assistant Chief Constables' shall initially seek to resolve any dispute between the Parties;

8.1.2 If the matter cannot be resolved in accordance with **paragraph 8.1.1** of this Schedule within fourteen (14) days or such other period as the parties to the dispute agree, the matter will be referred to the Parties Deputy Chief Constables' (as appropriate) for advice in resolving the dispute;

8.1.3 If the matter cannot be resolved in accordance with **paragraph 8.1.1** of this Schedule within fourteen (14) days or such other period as the parties to the dispute agree, the matter will be referred to the Parties Chief Constables' or Police and Crime Commissioners' (as appropriate) for advice in resolving the dispute

8.1.4 If the matter cannot be resolved in accordance with **paragraph 1.1.3** of this Schedule within fourteen (14) days or such other period as the parties to the dispute agree, the Lead Policing Body shall initiate a mediation.

8.2 To initiate a mediation, the Lead Policing Body must give notice in writing (an "**ADR Notice**") to the Parties to the dispute 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**").

8.3 The procedure in the CEDR's Model Mediation Agreement will be amended to take account of:

8.3.1 any relevant provisions in this Agreement; and

8.3.2 any other additional agreement which the Parties to the dispute may enter into in relation to the conduct of the mediation ("**Mediation Agreement**").

8.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties to the dispute cannot agree within seven (7) days from the date of the ADR Notice, the CEDR will (at the request of any Party to the dispute) decide that issue on behalf of the Parties to the dispute (having first consulted with them).

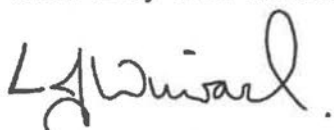
8.5 The mediation will start no later than twenty-one (21) days after the date of the ADR Notice.

AS WITNESS the hands of the duly authorised representatives of the Chief Officers and the Policing Bodies 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 HUMBERSIDE POLICE )

SIGNED by )  
duly authorised to sign for and on behalf of THE POLICE )  
AND CRIME COMMISSIONER FOR HUMBERSIDE )  
POLICE )

SIGNED by Lisa Winward, Chief Constable



)  
duly authorised to sign for and on behalf of THE CHIEF )  
CONSTABLE OF NORTH YORKSHIRE POLICE )

SIGNED by Simon Dennis Chief Executive & Monitoring Officer



)  
duly authorised to sign for and on behalf of THE POLICE )  
FIRE AND CRIME COMMISSIONER FOR NORTH )  
YORKSHIRE POLICE )

SIGNED by )  
duly authorised to sign for and on behalf of THE CHIEF )  
CONSTABLE OF SOUTH YORKSHIRE POLICE )

SIGNED by )  
duly authorised to sign for and on behalf of THE POLICE )  
AND CRIME COMMISSIONER FOR SOUTH )  
YORKSHIRE POLICE )

SIGNED by )

duly authorised to sign for and on behalf of THE CHIEF )  
CONSTABLE OF WEST YORKSHIRE POLICE )

SIGNED by )  
duly authorised to sign for and on behalf of WEST )  
YORKSHIRE COMBINED AUTHORITY )

**LEGAL  
SERVICES**

**19 MAY 2023**

**WEST YORKS POLICE**