THIS COLLABORATION AGREEMENT sets out the relationship between the Parties named below and it is entered into on the ……..…….day of ……2018

Criminal Justice Service - ICT Provision

("CJS-ICTP")

(1) THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE

(2) THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE

(3) THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE

(4) THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE

(5) THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

(6) THE COMMON COUNCIL OF THE CITY OF LONDON IN ITS CAPACITY AS POLICE AUTHORITY FOR THE CITY OF LONDON

(7) THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE

(8) THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE

(9) THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE

(10) THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE

(11) THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY

(12) THE COMMISSIONER OF POLICE FOR THE CITY OF LONDON

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CONTENTS

1. Introduction and Legal Context 1

2. Definitions and Interpretations 2

3. Aims and Responsibilities 10

4. Licence in relation to Receiving Force Premises 13

5. Governance and Accountability 13

6. The SM Board 14

7. The SM Board's Terms of Reference 15

8. Head of CJS-ICTP's Responsibilities 16

9. Procurement of Licences and Services by Lead Force 16

10. Rights and Remedies relating to G4S Default 17

11. Rights and remedies relating to a breach of the Service Delivery Agreement or the NICHE Licence by the Lead Force or a Receiving Force 19

12. Financial Contribution 19

13. Audit and Inspection 21

14. Human Resources Principles 22

15. Chief Officer's direction and control 22

16. Freedom of Information 22

17. Confidentiality 23

18. Data Quality 24

19. Data Security 25

20. Risk Management 26

21. Data Protection 27

22. Publicity 29

23. Common Policies and Procedures 30

24. Review and Variation of Agreement 30

25. Changes to the NICHE Software or Gazetteer Software 30

26. Dispute Resolution 30

27. Insurance 31

28. Representations and Warranties 32

29. Standard of conduct 32

30. Force majeure 32

31. Limitations on liability 33

32. Claims for damages by third parties 34

33. Withdrawal and Termination 35

34. Consequences of Termination 36

35. Intellectual Property Rights 39

36. Assets 39

37. Interest on late payment 39

38. Conflict of Interest 40

39. Public Interest Disclosures 40

40. Non-discrimination 40

41. Assignment 40

42. Waiver of rights 40

43. Relationship of the Parties 41

44. Costs and Expenses 41

45. Authorised representatives 41

46. Illegal/unenforceable Provisions 41

47. Entire Agreement 41

48. Third Parties and Successors 41

49. Notices 42

50. Further Assurances 42

51. Counterparts 42

52. Governing Law 42

SCHEDULE 1 45

Aims and Responsibilities 45

1. Aims 45

APPENDIX TO SCHEDULE 1 51

Process to follow in event of Technical Issues 51

1. ICT Technical Support 51

SCHEDULE 2 53

Funding and Resource Principles 53

1. Financial Contributions of Receiving Forces in relation to the CJS-ICTP 53

Table 10 – Legacy Data Back Record Conversion 54

APPENDIX TO SCHEDULE 2 60

Grant Agreement 60

1. Introduction and definitions 61

SCHEDULE 3 77

Common Policies 77

SCHEDULE 4 78

Addresses for Service 78

SCHEDULE 5 79

NICHE Licence 79

SCHEDULE 6 80

NICHE Software 80

SCHEDULE 8 83

Service Support Handbook 83

Appendix 84

1. Introduction and Legal Context

1.1 The Chief Officers of Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police together with the Policing Bodies for Derbyshire, Leicestershire, Lincolnshire, Northamptonshire and Nottinghamshire entered into a collaboration agreement pursuant to section 22A of the PA96 dated _____ pursuant to which they carried out a collaborative venture originally known as EMCJS-ICTP (now known as CJS-ICTP) with the aim of creating a single interoperable ICT platform for crime, intelligence, case, custody and general incident modules across Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police enabling the sharing of Police Data between those Forces (the **"Five Force Collaboration Agreement"**).

1.2 The Five Force Collaboration Agreement replaced an earlier collaboration agreement dated 1st July 2017 between the Chief Officers of Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police and the Policing Bodies for Leicestershire, Lincolnshire, Northamptonshire and Nottinghamshire (the "**Four Force Collaboration Agreement**").

1.3 The Parties now wish to extend this sharing of Police Data to the City of London Police.

1.4 The Chief Officers and the Policing Bodies wish to enter into a Collaboration Agreement pursuant to section 22A of the PA96 containing provision relating to:

1.4.1 the discharge of functions of members of a police force ("force collaboration provision");

1.4.2 the support by a policing body for another policing body ("policing body collaboration provision"); and

1.4.3 the support by a policing body for the police force which another Policing Body is responsible for maintaining ("policing body & force collaboration provision").

1.5 This Agreement replaces any earlier collaboration agreements entered into in respect of the CJS-ICTP (including the Four Force Collaboration Agreement and the Five Force Collaboration Agreement) and governs the Parties' continued collaboration in relation to CJS-ICTP. The Parties consider that the continuation of the CJS-ICTP collaboration 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:

1.5.1 the Policing Bodies agree that they shall provide the financial resources and support to the CJS-ICTP in accordance with the terms and conditions of this Agreement; and

1.5.2 the Chief Officers agree that they should continue to collaborate in forming the CJS-ICTP and that they shall each provide the officers, staff, equipment and support necessary to give effect to this Agreement.

1.6 This Agreement shall take effect from the Effective Date and shall, unless extended pursuant to **Clause 1.10** and subject to the provisions for early termination in **Clause 33**, continue in force until 29th April 2019 (the "**Initial Term**").

1.7 The Parties agree that Derbyshire Constabulary shall only assume obligations and share in the liabilities under this Agreement from 7 March 2016. To the extent that a liability arises in relation to a breach or incident which occurred prior to 7 March 2016 any liabilities shall be shared between the East Midlands Forces (other than Derbyshire Constabulary) in accordance with the terms of the Four Force Collaboration Agreement.

1.8 The Parties agree that the City of London Police shall only assume obligations and share in the liabilities under this Agreement from 1 February 2017. To the extent that a liability arises in relation to a breach or incident which occurred prior to 1 February 2017 any liabilities shall be shared between the relevant East Midlands Police Forces in accordance with the terms of either the Four Force Collaboration Agreement or the Five Force Collaboration Agreement depending upon the date on which the breach or incident which gave rise to the liability arose.

1.9 The Parties acknowledge that the Lead Force shall be fulfilling its obligations under this Agreement through the Service Delivery Agreement and the NICHE Licence, as more particularly described in the remaining provisions of this Agreement.

1.10 The Parties may, by agreement in writing, extend this Agreement for successive periods of 12 months each following expiry of the Initial Term (or any previous extension) provided that the term of this Agreement shall not extend beyond the expiry date of the Service Delivery Agreement. The Parties shall consider whether any amendments to the terms of this Agreement (including the limitations on liability) are necessary as a result of any extension. Any such extension or changes as a result of such extension shall not constitute a material variation for the purpose of **Clause 24.3**.

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:

"ADR Notice"	has the meaning given to it in **Clause 26.3**;
"Affected Party"	means for the purpose of **Clause 30** the Party seeking to claim relief in respect of a Force Majeure Event;
"Agreement"	means this document, including its Clauses and Schedules, as amended from time to time in accordance with **Clause 24**;
"Aims and Responsibilities"	means the Aims and Responsibilities of the CJS-ICTP as identified by the Parties and set out at **Clause 3.1** and more particularly in **Schedule 1**;
"All Force Apportionment Ratio"	means the percentage of overall cost, liability or benefit in respect of which each Policing Body is responsible or entitled as set out in **Schedule 2**;
"Amending Agreements"	means (a) the First Amending Agreement (b) the Second Amending Agreement; and (c) the Third Amending Agreement;
"Business Continuity Plan"	means, (a) in relation to the Lead Force, the ICT business continuity and disaster recovery plan provided by G4S to the Lead Force in accordance with the Service Delivery Agreement; or (b) in relation to a Receiving Force, that Receiving Force's internal business continuity and disaster recovery plan;
"Business Day"	means any day other than a Saturday or Sunday or public or bank holiday in England;
"CEDR"	has the meaning given to it in **Clause 26.3**;
"Chief Officer"	means a chief officer of police (as defined under section 101 of the PA96) who is a signatory to this Agreement and any successor body;
"Chief Finance Officer(s)"	means the Chief Finance Officers of the Policing Bodies and the Chief Officers, appointed in accordance with Schedule 1, s.6(1)(b) and Schedule 2, s.4(1) of the PRSRA;
"Challenge"	means (a) a claim or threatened claim under the PCR; or

(b) an application or threatened application by a Third Party for Judicial Review; or

(c) the Lead Force or Derbyshire Constabulary or the City of London Police receiving notification that the European Commission considers that the UK may be in breach of its obligations under EU law or the commencement of or threatened commencement of infraction proceedings by the European Commission;

"City of London Police"	means the Commissioner of Police for the City of London and/or the Common Council of the City of London acting in its capacity as the police authority for the City of London;
"CJS-ICTP"	means Criminal Justice ICT Provision collaboration which forms the subject matter of this Agreement;
"CoLP Connectivity"	means the connectivity from the CoLP Network into the IT System;
"CoLP Network"	means the information and communications technology systems of the City of London Police;
"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 Rights, know-how of any Party and all personal data and sensitive data within the meaning of the Data Protection Act 1998;
"Contracting Authority"	has the meaning given to it in Regulation 2 of the PCR;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998 and shall be the Party(ies) identified as such in the Appendix;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998;
"Data Protection Law"	means the Data Protection Act 1998, the 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 (SI 2426/2003), the Protection of Freedoms Act 2012, EU Regulation 2016/679 (the General Data Protection Regulation or GDPR) and all applicable Law relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Derbyshire Constabulary"	means the Chief Officer of Derbyshire Constabulary and/or the Policing Body for Derbyshire;

"Designated Police Manager"	means the Chief Officer or such other senior post holder responsible for the CJS-ICTP, on behalf of the relevant Force, as identified in the Appendix;
"East Midlands Police Forces"	means Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police;
"Effective Date"	means 1st February 2015;
"EIR"	means the Environmental Information Regulations 2004;
"EM Apportionment Ratio"	means the percentage of overall cost, liability or benefit in respect of which each Policing Body of an EM Receiving Force is responsible or entitled as set out in **Schedule 2**;
"EM Receiving Forces"	means Derbyshire Constabulary, Leicestershire Police, Northamptonshire Police and Nottinghamshire Police and "EM Receiving Force" means any one of them;
"EMRN"	means the East Midlands Police Forces' Regional Network jointly hosted by the forces of the East Midlands;
"EMRN Connectivity"	means the connectivity from the information and communications technology systems of an EM Receiving Force into the EMRN, as distinct from the Thurrock Connectivity;
"Financial Year"	means the 12 month period running from 1st April each year to 30th March in the following year;
"Financial Contribution"	means any cash contribution (to be) made by a Policing Body as set out in **Schedule 2** and as may be amended in accordance with the terms set out therein;
"First Amending Agreement"	means the amending agreement to the Service Delivery Agreement in respect of the provision of the Niche Services to the EM Receiving Forces other than Derbyshire Constabulary as the same may be amended from time to time;
"Five Force Collaboration Agreement"	has the meaning set out in **Clause 1.1**;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure Event"	means for the purposes of **Clause 30** in relation to any Party, circumstances beyond the reasonable control of that Party which that Party could not reasonably have prevented with the application of diligence, care and foresight, including acts of God, acts of any UK Governmental or supra-national authority war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (except for lock-outs by that Party) or strikes and other industrial disputes (save strikes or other industrial disputes relating to that Party's workforce alone and other than those which affect employees in the relevant sector generally) but excluding any

	default or delays of suppliers or sub-contractors of that Party;
"Forces"	means the Chief Officers and Policing Bodies signatory to this Agreement collectively;
"Four Force Collaboration Agreement"	has the meaning set out in **Clause 1.1**;
"Funding Principles"	means the principles upon which the Parties shall fund the CJS-ICTP as set out in **Schedule 2**;
"G4S"	means G4S Care and Justice Services (UK) Limited of Sutton Park House, 15 Carshalton Road, Sutton, Surrey, SM1 4DL;
"Gazetteer Licence"	means the sub-licence for the Gazetteer Software granted by G4S to the relevant Receiving Force in the relevant Amending Agreement;
"Gazetteer Software"	means the gazetteer software which enables the Forces to search for address and location information via the NICHE RMS from a centralised location and a nationally agreed dataset provided by ordnance survey and which is required by the Receiving Forces in order to enable the Receiving Forces to use the NICHE Software and receive the NICHE System together with all upgrades, versions, revisions, modifications, enhancements, patches or new releases of that software;
"Gold Commander"	means the senior police officer appointed by the relevant Receiving Forces to approve the final testing in relation to the Go Live of the NICHE System for that Receiving Force;
"Go Live"	acceptance of the NICHE System by the relevant Gold Commander confirming that the relevant Receiving Force is able to fully access and use the NICHE System in accordance with this Agreement;
"Go Live Date"	means, (a) in relation to Leicestershire Police, 30 April 2015; or (b) in relation to Nottinghamshire Police, 2/3 February 2016; or (c) in relation to Northamptonshire Police, 7/8 March 2016; or (d) in relation to Derbyshire Constabulary, 21/22 June 2016; or (e) in relation to the City of London Police, the date on which Go Live is achieved for the City of London as confirmed by the Gold Commander for the City of London Police which, as at the date of this Agreement, is anticipated to be on 25 October 2017;
"Grant Agreements"	means the agreement for the Police Innovation Fund Bid 2014/069 for the 2014/15 and 2015/16 Financial Years a copy of which is attached at the Appendix to **Schedule 2**;

"GSCS"	means a scheme for the classification of information pursuant to the Cabinet Office's Government Security Classification Scheme;
"Head of CJS-ICTP"	means the individual appointed from time to time by the SM Board as the Head of CJS-ICTP (as at the date of this Agreement, the Head of CJS-ICTP is the ACO of Lincolnshire Police);
"HMG IAS"	means Her Majesty's Government Information Assurance Standards;
"Indirect Loss"	loss of profit, depletion of goodwill, loss of production, loss of business or loss of business opportunity or a claim for consequential loss or indirect loss of any nature;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Asset Owner"	means the person identified as such in the Appendix;
"ISO"	means Information Security Officer;
"Intellectual Property Rights"	means any and all patents, trademarks, copyright (including rights in software), rights in databases, topography rights, moral rights, rights in a design, know-how and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
"IT System"	means the Lead Force's data centre at Thurrock (consisting of hardware, software, interfaces and/or telecommunications networks or equipment) on which the Lead Force shall host the NICHE Software, the Gazetteer Software and shall host and process the Police Data in accordance with the Aims and Responsibilities set out in **Schedule 1**;
"Law"	means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Lead Force"	means Lincolnshire Police;
"Legacy Data Project"	has the meaning given to it in paragraph 4.1 of **Schedule 1**;
"Leicestershire Police"	means the Chief Officer of Leicestershire Police and/or the Policing Body for Leicestershire;
"Lincolnshire Police"	means the Chief Officer of Lincolnshire Police and/or the Policing Body for Lincolnshire;
"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;
"MapInfo Licence"	means the sub-licence for the MapInfo Software granted by G4S to the relevant Receiving Force in accordance with the relevant Amending Agreement;
"MapInfo Software"	the software products known as "MapInfo Pro" and "Map Info Run Time" which have been purchased by G4S from Aligned Assets Limited ("Aligned Assets") together with all upgrades, versions, revisions, modifications, enhancements, patches or new releases of that software;
"Mediation Agreement"	has the meaning given to it in **Clause 26.4.2**;
"Microsoft Server Software"	all Microsoft server software which is required by the Receiving Forces in order to enable the Receiving Forces to use the NICHE Software and receive the NICHE System as per the licences set out in **Schedule 7** together with all upgrades, versions, revisions, modifications, enhancements, patches or new releases of that software;
"Model Procedure"	has the meaning given to it in **Clause 26.2**;
"MOPI"	means the Code of Practice for the Management of Police Information (2005);
"NICHE Licence"	means the sub-licence for the NICHE Software entered into between G4S and the Lead Force dated 4 November 2015;
"NICHE Software"	the crime, intelligence, case, custody and general incident software modules known as NICHE or NICHE RMS as set out in **Schedule 6** together with any upgrades, patches or new releases to those software modules provided by G4S pursuant to the Service Delivery Agreement;
"NICHE System"	means all information and communications technology including hardware, middleware, systems, interfaces, operating and applications software, networks, telecommunications equipment and peripherals used by or on behalf of the Lead Force, or any of its employees, agents, consultants and contractors, to provide the CJS-ICTP in accordance with the Aims and Responsibilities set out in **Schedule 1** including (for the avoidance of doubt) the NICHE Software, Police Data, the IT System, the Thurrock Connectivity, the CoLP Connectivity, the Microsoft Server Software, the Gazetteer Software but for the avoidance of doubt excluding the EMRN, the EMRN Connectivity and the CoLP Network;
"NICHE Technical Support Team"	the G4S team which is in place to support the NICHE System;
"Northamptonshire Police"	means the Chief Officer of Northamptonshire Police and/or the Policing Body for Northamptonshire;

"Nottinghamshire Police"	means the Chief Officer of Nottinghamshire Police and/or the Policing Body for Nottinghamshire;
"NPCC CSP"	means the NPCC Community Security Policy;
"PA96"	means the Police Act 1996;
"Parties"	means the parties to this Agreement and shall include the Chief Officers and Policing Bodies signatory to this Agreement or any successor bodies and "Party" means any one of them;
"PCR"	means the Public Contracts Regulations 2015;
"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 and/or are to be shared with or accessed by another Party pursuant to the terms of this Agreement;
"Policing Body"	means a local policing body (as defined under section 101 of the PA96) who is a signatory to this Agreement and any successor body;
"Pronto Data Link"	means the Ground Based Network connection which shall allow the City of London Police to share the bandwidth and data capacity with the Lead Force on the existing network;
"PRSRA"	means the Police Reform and Social Responsibility Act 2011;
"Purpose"	means the purpose for which the Police Data is processed and/or shared as identified in the Appendix and any other purpose agreed in writing by the Parties;
"Receiving Forces"	means City of London Police, Derbyshire Constabulary, Leicestershire Police, Northamptonshire Police and Nottinghamshire Police and "Receiving Force" means any one of them;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Parties and "Regulatory Body" shall be construed accordingly;
"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;
"RF Apportionment Ratio"	means the percentage of overall cost, liability or benefit in respect of which each Policing Body of a Receiving Force is responsible or entitled as set out in **Schedule 2**;

"RMADS"	means the Risk Management Accreditation Document Set for the CJS-ICTP;
"Second Amending Agreement"	means the amending agreement to the Service Delivery Agreement and the First Amending Agreement in respect of extending the provision of the Niche Services to Derbyshire Constabulary in addition to the other EM Receiving Forces as the same may be amended from time to time;
"Service Delivery Agreement"	means the agreement entered into between G4S and the Lead Force dated 17 February 2012 as amended by the Amending Agreements;
"Service Support Handbook"	means the services support handbook for the implementation and delivery of the NICHE System (as updated from time to time) the current version of which is attached to this Agreement at **Schedule 8**;
"SIRO"	means the person identified as the Senior Information Risk Owner for each Party in the Appendix;
"SM Board"	means the strategic management board established pursuant to **Clause 6** to determine issues of strategic management for CJS-ICTP and which reports to the Policing Bodies;
"SSSIRO"	means the person identified as the Shared Services Senior Information Risk Owner in the Appendix;
"Third Amending Agreement"	means the amending agreement to the Service Delivery Agreement, the First Amending Agreement and the Second Amending Agreement in respect of extending the provision of the Niche Services to the City of London Police in addition to the other Receiving Forces;
"Third Party"	means a person not being G4S or any Party to this Agreement; and
"Thurrock Connectivity"	means the connectivity from the EMRN into the IT System.

2.2 In this Agreement unless the context requires otherwise:

2.2.1 words importing the singular shall include the plural and vice versa;

2.2.2 words importing any particular gender shall include all other genders;

2.2.3 references to persons shall include bodies of persons whether corporate or incorporate;

2.2.4 words importing the whole shall be treated as including a reference to any part of the whole;

2.2.5 any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it;

2.2.6 any reference in this Agreement to any document, shall be construed as referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of this Agreement);

2.2.7 the terms “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Subject Access”, “Information Commissioner”, “process” and “processing” shall have the meanings given to those terms by the Data Protection Act 1998;

2.2.8 references in this Agreement to any Clauses and Schedules are to the Clauses and Schedules to this Agreement except where otherwise expressly stated; and

2.2.9 headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses or Schedules to which they relate.

3. Aims and Responsibilities

3.1 The initial aim of the CJS-ICTP (more particularly described in **Schedule 1**) shall be :

3.1.1 to create a single interoperable ICT platform for crime, intelligence, case, custody and general incident modules across City of London Police, Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police enabling the sharing of Police Data between the Forces; and

3.1.2 anything which could be considered incidental or ancillary to the aim set out in **Clause 3.1.1**.

3.2 It is acknowledged that as part of the Service Delivery Agreement, G4S has agreed to provide to Lincolnshire Police certain ICT Services which include the NICHE Software and a data centre located at Thurrock. As such, Lincolnshire Police shall be the Lead Force in respect of the CJS-ICTP.

3.3 In order for Lincolnshire Police to fulfil its obligations under this Agreement and to allow for the shared ICT platform to be achieved in accordance with **Clause 3.1**, Lincolnshire Police have amended the terms of the original Service Delivery Agreement in accordance with the Amending Agreements. Notwithstanding that an obligation is expressed as an absolute obligation of the Lead Force under this Agreement rather than an obligation to procure the relevant act or omission by G4S, the Receiving Forces acknowledge that to the extent that the Lead Force is dependent on the performance of G4S under the Service Delivery Agreement as amended by the Amending Agreements in order to meet its obligations under this Agreement, the Lead Force’s liability shall be limited as set out in **Clauses 10, 11 and 31** irrespective of whether the relevant obligation in this Agreement is expressed to be an absolute obligation of the Lead Force or an obligation to procure an act or omission by G4S.

3.4 The Parties acknowledge that the Service Delivery Agreement as amended by the Amending Agreements sets out a process for acceptance testing the NICHE System. The Lead Force undertakes not to sign any acceptance certificate or approve any plans or confirm that Go Live has been achieved unless and until the Lead Force has received consent to do so from the Gold Commander(s) of the relevant Receiving Force(s).

3.5 The Lead Force shall procure that G4S shall seek to achieve a Go Live Date of 25 October 2017 in relation to the provision of the NICHE System to the City of London Police in accordance with the terms of the Third Amending Agreement.

3.6 If there is any delay in the achievement of the Go Live Date for the City of London Police, the Lead Force and the City of London Police shall (in consultation with G4S) seek to agree a revised Go Live Date in relation to the City of London Police which the Lead Force shall then procure is achieved.

3.7 If there has been a delay to the Go Live Date for the City of London Police, and G4S proposes pursuant to the terms of the Third Amending Agreement that there should be an adjustment to the Financial Contribution to be made by the City of London Police, the Lead Force shall consult and seek to agree with the City of London Police, any adjustments which are required to be made to the Financial Contribution to be paid by the City of London Police and the City of London Police shall pay any such additional Financial Contribution to the Lead Force to ensure that the Lead Force is full reimbursed for any amount that it is required to pay to G4S.

3.8 The Lead Force agrees that, from the relevant Go Live Date for a Receiving Force and to the extent of the terms and conditions agreed with G4S and set out in the Amending Agreements and in accordance with the terms and conditions set out in **Schedule 1**, it shall:

3.8.1 procure the right for the Receiving Forces (other than Leicestershire Police or the City of London Police) to use the NICHE Software in accordance with this Agreement;

3.8.2 procure the right for the Receiving Forces to use the Microsoft Server Software and the Gazetteer Software to enable them to receive, use and enjoy the benefit of the NICHE System and the NICHE Software in accordance with this Agreement;

3.8.3 host the NICHE Software and the Gazetteer Software on the IT System;

3.8.4 be responsible for the storage of all Police Data entered by the Parties onto the IT System;

3.8.5 establish and maintain the Thurrock Connectivity;

3.8.6 establish and maintain the CoLP Connectivity;

3.8.7 perform its obligations under this Agreement:

3.8.7.1 using all reasonable skill, care and diligence;

3.8.7.2 deploying personnel who are competent, qualified, experienced and honest and properly trained to undertake the work assigned to them;

3.8.7.3 deploying good quality new materials, assets and software which are fit for purpose and utilising appropriate techniques and standards;

3.8.7.4 in a manner which minimises (so far as is reasonably practicable) any disruption and/or inconvenience to the Receiving Forces, their employees and/or members of the public; and

3.8.7.5 using nationally mandated processes and systems (where required);

3.8.8 procure that the City of London Police has access to the EMRN as further described in paragraph 2.29 to 2.31 of Schedule 1.

3.9 The Lead Force agrees that from August 2017 and to the extent of the terms and conditions agreed with G4S and set out in the Amending Agreements, it shall procure the right for the Receiving Forces to use the MapInfo Software on their local desktops in respect of the number of users set out in paragraph 5 of Schedule 1.

3.10 Leicestershire Police shall:

3.10.1 provide training and implementation support for the NICHE System to the City of London Police as set out in **Schedule 1**;

3.10.2 perform its obligations under this Agreement:

3.10.2.1 using all reasonable skill, care and diligence;

3.10.2.2 deploying personnel who are competent, qualified, experienced and honest and properly trained to undertake the work assigned to them; and

3.10.2.3 using nationally mandated processes and systems (where required).

3.11 The Lead Force and the City of London Police shall agree to share the Pronto Data Link in accordance with Schedule 1.

3.12 The EM Receiving Forces shall each remain responsible for the maintenance of their own individual connectivity to the EMRN throughout the term of this Agreement and shall and the City of London Police shall each be responsible for putting in place any necessary firewalls on

its own information and communications technology systems (including the EMRN Connectivity but excluding the Thurrock Connectivity).

3.13 City of London Police shall remain responsible for the maintenance of the CoLP Network throughout the term of this Agreement and for putting in place any necessary firewalls on its own information and communications technology systems (including the CoLP Network but excluding the CoLP Connectivity).

3.14 The Parties shall, in accordance with the terms and conditions set out in **Schedule 1**:

3.14.1 each be individually responsible for the cleansing and migration of data from their legacy systems onto the NICHE System;

3.14.2 continue to contribute their individual Police Data to the NICHE System throughout the term of this Agreement in accordance with the terms of this Agreement and any agreed common policies for the sharing and uploading of Police Data onto the NICHE System.

3.15 Each Party shall:

3.15.1 take the steps contemplated by this Agreement and such other steps as shall be reasonably necessary or expedient, in order to secure the achievement of the aims and responsibilities of the CJS-ICTP, subject always to each Party's regulatory requirements;

3.15.2 in relation to the CJS-ICTP, collaborate with the other Parties as required and consistent with all applicable Laws;

3.15.3 establish within its organisation sufficient internal arrangements, including as to the deployment, leadership, training and development of personnel, to ensure at all times that:

3.15.3.1 the relationship contemplated by this Agreement functions fully and efficiently to achieve the aims and responsibilities of the CJS-ICTP; and

3.15.3.2 all its personnel engaged in relation to the management of the relationship between the Parties in relation to the subject matter of this Agreement understand and act in accordance with this Agreement;

3.15.4 where:

3.15.4.1 this Agreement requires any proposal or decision to be made, change to be considered, plan to be developed, matter to be agreed or that any administrative process be followed; or

3.15.4.2 the Parties are considering how to proceed in relation to any matter,

proactively seek to do so in the manner best calculated to achieve the aims of the CJS-ICTP;

3.15.5 operate in all its dealings with the other Parties with the maximum transparency and openness which is consistent with compliance with Law and the Lead Force's obligations of confidentiality to G4S; and

3.15.6 cooperate to demonstrate how, and the extent to which, each and all aspects of the relationship between the Parties in relation to the subject matter covered by this Agreement and the performance of this Agreement delivers value for money to the Parties.

3.16 Each Party, in their dealings with each other and with G4S (and any other service provider to the Lead Force) in relation to CJS-ICTP, shall apply (and seek to ensure their respective police officers and staff apply) the following key partnership principles:

3.16.1 mutual trust and understanding;

3.16.2 openness and excellent communications;

3.16.3 a joint approach to managing delivery;

3.16.4 a “win-win” approach; and

3.16.5 not do anything which shall or is likely to put the Lead Force in breach of its obligation to G4S to comply with the partnership principles set out in clause 5 of the Service Delivery Agreement.

4. **Licence in relation to Receiving Force Premises**

4.1 Each Party hereby grants to the other Parties (and, where appropriate, to such other Parties' agents, employees, representatives and sub-contractors) throughout the duration of this Agreement a non-exclusive transferable right of access to and egress from those parts of the relevant Party’s premises that the other Parties reasonably require in order, and only to the extent necessary, for the other Parties to perform their obligations under this Agreement provided that such rights:

4.1.1 are granted insofar as the relevant Party is capable of granting them; and

4.1.2 shall not in any circumstances entitle the other Parties to exclusive occupancy or possession of any part of the relevant Party’s premises.

5. **Governance and Accountability**

5.1 Each Policing Body is responsible for securing the maintenance of the police force for its policing area and for ensuring that its police force is efficient and effective.

5.2 The Policing Bodies, for the purposes of **Clause 5.1**, shall be responsible for:

5.2.1 the governance of CJS-ICTP;

5.2.2 holding the relevant Chief Officer to account for the discharge of functions by anyone who:

5.2.2.1 is acting under the terms of this Agreement; and

5.2.2.2 while so acting is under the direction and control of that Chief Officer;

5.2.3 monitoring the effectiveness and efficiency of the CJS-ICTP from a governance perspective and considering ways in which the functions of CJS-ICTP could be exercised to improve the effectiveness and efficiency of the Forces;

5.2.4 resolving any disputes between the Forces (including any dispute between the Receiving Forces and the Lead Force relating to whether Lincolnshire Police should enforce any of its rights and remedies under the Service Delivery Agreement against G4S) which may arise in accordance with **Clause 26**;

5.2.5 reviewing this Agreement for the purpose of maintaining a legal framework in which the CJS-ICTP can operate in an efficient and effective manner;

5.2.6 requesting, by written notice to the Parties, the periodic review of this collaboration at such frequency as they determine necessary;

5.2.7 approving any increases to the costs of the CJS-ICTP or changes to the Financial Contributions to be made by each Receiving Force (which are not already permitted and expressly set out in this Agreement);

5.2.8 considering any matter referred to the Policing Bodies by the SM Board and making decisions regarding CJS-ICTP accordingly.

5.3 The Parties agree that, subject to **Clause 5.4**, all matters which require the Policing Bodies’ decision or approval require a unanimous decision or approval of the Policing Bodies.

5.4 Where a decision or approval relates to the enforcement of the Lead Force’s rights and remedies under the Service Delivery Agreement, that decision or approval shall be made by the Policing Body of the Lead Force taking into account the representations of any Receiving Force affected by the decision or approval.

5.5 It is acknowledged by the Policing Bodies that when making any decision or giving any approval in accordance with this Agreement, it is essential to ensure that the Lead Force shall

not be exposed to additional risk or liability and accordingly, subject to compliance with this principle, the Policing Body for Lincolnshire Police shall not withhold his/her consent unreasonably. The Policing Bodies acknowledge that it shall be reasonable for the Policing Body for Lincolnshire Police to withhold his/her consent where he/she (acting reasonably) considers that the proposed course of action may expose the Lead Force to additional risk or liability, unless the Receiving Forces agree to indemnify the Lead Force for any losses, damages or costs it may incur in taking the proposed course of action.

5.6 The CJS-ICTP shall also be accountable to the Chief Officers on matters within this Agreement that relate to the discharge of functions of members of the Forces.

5.7 The Chief Officers shall for the purposes of the CJS-ICTP be responsible for:

5.7.1 the determination of the strategic operational direction, functions and development of CJS-ICTP in accordance with the Aims and Responsibilities set out in **Schedule 1**;

5.7.2 monitoring the effectiveness and efficiency of the CJS-ICTP from an operational perspective and considering ways in which the functions of the CJS-ICTP could be exercised to improve the effectiveness and efficiency of the Forces;

5.7.3 resolving any disputes which may arise from an operational perspective in accordance with **Clause 26** and making recommendations to the Policing Bodies in relation to the resolution of other disputes including any dispute relating to whether Lincolnshire Police should enforce any of its rights and remedies under the Service Delivery Agreement against G4S;

5.7.4 ensuring compliance with legislative requirements and applicable national standards;

5.7.5 overseeing the appointment of a Head of CJS-ICTP, when required;

5.7.6 carrying out any review of this Agreement in accordance with **Clause 24; and**

5.7.7 providing an annual report to the Policing Bodies (or more frequently where required).

5.8 For the purpose of **Clause 5.7** the Chief Officers may delegate collectively or individually their responsibilities to one or more persons as they may determine in their sole discretion from time to time.

5.9 If requested by the Lead Force, the Receiving Forces shall attend any governance meeting between the Lead Force and G4S relating to the NICHE System.

6. The SM Board

6.1 The Parties agree that the SM Board shall be the primary forum for consideration of any issue arising in relation to CJS-ICTP.

6.2 The SM Board shall be chaired by the Chief Officer of the Lead Force or his nominated representative.

6.3 The SM Board shall consist of the Chief Officer of each Force or their nominated representative.

6.4 The SM Board may, where it considers it necessary or desirable, invite any additional individuals to a meeting of the SM Board to assist it in performing its functions in accordance with this Agreement.

6.5 All members of the SM Board or invitees onto the SM Board shall be vetted to MV level or above.

6.6 For the avoidance of doubt, the person appointed as chairperson pursuant to **Clause 6.2** (the "Chair") shall also be the representative for their Force on the SM Board for the purposes of **Clause 6.3**; all other representatives under **Clause 6.3** shall be expected to have the necessary authority to deal with any issue arising out of or appertaining to the Aims and Responsibilities of CJS-ICTP.

6.7 Any member of the SM Board may participate in meetings of the SM Board by tele-conference, video-conference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other.

6.8 The quorum for a meeting of the SM Board shall be one representative of each of the Chief Officers present in person or by tele-conference, video-conference or other technology mentioned above.

6.9 In the absence of the Chair, the SM Board may appoint another person from among its members to act as Chair for meetings of the SM Board from time to time.

6.10 The Parties shall ensure that the SM Board meets quarterly (or such other frequency as the Parties may agree) at venues to be agreed by the Parties.

6.11 Meetings of the SM Board shall be convened with at least fourteen (14) days written notice provided to the SM Board members in advance. That notice must include an agenda. Minutes of the meetings of the SM Board shall be prepared by the Head of CJS-ICTP and sent to each of the Parties within fourteen (14) days after each meeting.

6.12 Subject to **Clause 10.7**, each Chief Officer shall, through its representative under **Clause 6.3**, have a single vote on the SM Board and decisions shall be taken by a simple majority except where:

6.12.1 a decision necessitates any of the following, in which case a unanimous decision of the SM Board shall be required:

6.12.1.1 without prejudice to **Clause 12,** any deviation from or variation to the provisions contained in **Schedule 2** relating to funding and resource principles;

6.12.1.2 any deviation from or variation to the provisions contained in the Service Delivery Agreement which relates to the NICHE System and would have a material impact on a Receiving Force;

6.12.1.3 deviation from or variation to the provisions of this Agreement to the extent the same may have a material impact on the Service Delivery Agreement;

6.12.1.4 termination of this Agreement; or

6.12.2 a decision relates to the enforcement of the Lead Force's rights and remedies under the Service Delivery Agreement, in which case, that decision shall be made by the Chief Officer representative of the Lead Force taking into account the representations of any Receiving Force affected by the decision.

6.13 For the avoidance of doubt, any decision made by the SM Board in accordance with **Clause 6.12.1.1 or Clause 6.12.1.2** would be referred to the Policing Bodies for a decision in accordance with **Clauses 5.2.8.**

6.14 It is acknowledged by the Parties that in making any decision under this **Clause 6**, it is essential to ensure that the Lead Force not be exposed to additional risk or liability, subject to which the Chief Officer of the Lead Force, or his representative or alternate, shall not withhold his/her consent unreasonably. The Parties acknowledge that it shall be reasonable for the Chief Officer of the Lead Force to withhold his/her consent where he/she (acting reasonably) considers that the proposed course of action may expose the Lead Force to additional risk or liability, unless the Receiving Forces agree to indemnify the Lead Force for any losses, damages or costs it may reasonably incur in taking the proposed course of action.

7. The SM Board's Terms of Reference

7.1 The SM Board shall:

7.1.1 manage the CJS-ICTP's operational performance, partnership arrangements, and finance and human resources;

7.1.2 monitor and report to the Policing Bodies, CJS-ICTP's compliance with legal

requirements and national standards;

7.1.3 monitor the ethical standards within CJS-ICTP;

7.1.4 support the continued development of the long standing and effective collaboration across the East Midlands Police Forces by ensuring CJS-ICTP's proper function and integration with other collaborative work streams within the East Midlands Police Forces;

7.1.5 where necessary approve policies for CJS-ICTP;

7.1.6 consider matters referred to the SM Board by the Head of CJS-ICTP and make decisions and recommendations to the Policing Bodies as necessary; and

7.1.7 consider concerns raised by any Receiving Force pursuant to **Clause 10.4** or requests for consent from the Lead Force pursuant to **Clause 10.3**.

8. Head of CJS-ICTP's Responsibilities

8.1 Subject to the responsibilities of the Policing Bodies and the SM Board, the Head of CJS-ICTP shall be responsible for:

8.1.1 the organisation, direction and management of CJS-ICTP;

8.1.2 the formulation (in consultation with the Policing Bodies and/or the SM Board where appropriate) of policy, procedure and guidance for CJS-ICTP;

8.1.3 the determination (in consultation with the Policing Bodies and/or the SM Board where appropriate) of CJS-ICTP's operational and management activities, and its other activities;

8.1.4 preparing any document or report required by the Chief Officers or Policing Bodies in accordance with this Agreement; and

8.1.5 to the extent that they contain any relevant information in relation to the CJS-ICTP, passing to each of the Receiving Forces, a copy of any relevant parts of any monthly or annual service reviews or other performance reports provided by G4S to the Lead Force in accordance with the Service Delivery Agreement.

9. Procurement of Licences and Services by Lead Force

9.1 The Receiving Forces agree that the Lead Force shall fulfil its obligations to the Receiving Forces under this Agreement by instructing G4S to perform those obligations pursuant to the terms of the Service Delivery Agreement as amended by the Amending Agreements.

9.2 The NICHE Software is licenced by NICHE Technology UK Limited to G4S pursuant to a Master Supply Agreement dated 2nd February 2011 which was novated from the Lead Force to G4S pursuant to a deed of novation dated 19th September 2012. Pursuant to the NICHE Licence, G4S has granted to the Lead Force a licence to use the NICHE Software which provides that where the Lead Force becomes a member of any collaboration agreement for the delivery of IT Services the licenced software may be used for the business of members of such collaboration agreement, subject to payment of additional licence fees.

9.3 A copy of the NICHE Licence is set out in **Schedule 5**.

9.4 Subject to **Clause 9.5**, the Receiving Forces acknowledge that they shall only be entitled to use the NICHE Software to the extent set out in clause 6.2 of the NICHE Licence.

9.5 Leicestershire Police and City of London Police have obtained their own licences direct from NICHE Technology UK Limited to use the NICHE Software and shall be responsible for renewing these licences for the duration of this Agreement and ensuring that they each comply with the terms of their own licences.

9.6 The Gazetteer Software is licenced to G4S on terms enabling G4S to sub-licence the Gazetteer Software to each of the Receiving Forces. Pursuant to the Gazetteer Licence, G4S has granted to each of the Receiving Forces a limited, non-exclusive licence to access and use the Gazetteer Software for its own internal business applications only on the same terms

and conditions as those granted to G4S pursuant to the terms of the Gazetteer Software Licence, with no further right to sub-licence to any other party.

9.7 The Parties acknowledge that G4S has provided an indemnity to the Lead Force pursuant to clause 5.1.7 of the First Amending Agreement (which is extended to Derbyshire Constabulary pursuant to the Second Amending Agreement and City of London Police pursuant to the Third Amending Agreement.) If the Lead Force makes a successful claim against G4S in relation to a loss incurred by a Receiving Force under such indemnity, the Lead Force shall pass the benefit of such amounts recovered under the indemnity to the relevant Receiving Force who has incurred a loss.

9.8 The MapInfo Software is licenced to G4S on terms enabling G4S to sub-licence the MapInfo Software to each of the Receiving Forces. G4S has granted to each of the Receiving Forces pursuant to the terms of the Amending Agreements a licence to install and use the MapInfo Software which may then be used by the number of users for that Receiving Force as set out in paragraph 5 of **Schedule 1** to this Agreement.

9.9 None of the Parties shall place the other Parties in breach of the NICHE Licence, the Gazetteer Licence, or the MapInfo Licence.

9.10 The Lead Force does not give any warranties in respect of the NICHE Software, the Gazetteer Software, or the MapInfo Software.

9.11 Each Party shall use its reasonable endeavours to comply with the Service Support Handbook and shall cooperate with the other Parties in relation to the Service Support Handbook but the terms of the Service Support Handbook shall not be legally binding upon the Parties.

9.12 The Lead Force shall not:

9.12.1 submit any orders to G4S or a Third Party for the provision of goods or services not contemplated by this Agreement for the benefit of the Receiving Forces; or

9.12.2 agree any amendments to the NICHE Licence or Gazetteer Licence; or

9.12.3 agree any further amendments to the Service Delivery Agreement which relates to the NICHE System and would have a material impact on a Receiving Force,

without agreeing such order or amendment to the NICHE Licence or the Service Delivery Agreement (as applicable) with the Receiving Forces in accordance with **Clauses 5 and 6**.

9.13 If there is a breach of the Service Delivery Agreement or the NICHE Licence which affects the performance by the Lead Force of its obligations to the Receiving Forces under the terms of this Agreement each Receiving Force's rights and remedies shall be as set out in **Clauses 10 and 11.**

10. Rights and Remedies relating to G4S Default

10.1 Subject to **Clause 10.9** and without prejudice to **Clauses 11 and 31,** in respect of any obligations of the Lead Force in this Agreement which the Lead Force has contracted G4S to provide under the Service Delivery Agreement or the NICHE Licence, the Parties agree that the Lead Force shall be responsible to the Receiving Forces only to the extent that:

10.1.1 G4S is liable to the Lead Force under the Service Delivery Agreement or the NICHE Licence for any acts or omissions of G4S in breach of the Service Delivery Agreement or NICHE Licence;

10.1.2 the Lead Force is able to recover from G4S in respect of that breach; and

10.1.3 such breach affects a Receiving Force,

and shall not otherwise be liable to the Receiving Forces in respect of any losses, damages, claims or costs that they may incur by reason of the Lead Force's breach of those obligations.

10.2 Subject to **Clause 10.9**, the Receiving Forces agree that they have no rights to claim directly against G4S in respect of any non-contractual claim (in tort, negligence or otherwise) related to the NICHE System or any contractual claim in respect of any breach of the Service Delivery Agreement or the NICHE Licence by G4S.

10.3 If the Lead Force wishes to exercise any right or remedy or to issue any consent or approval, under the Service Delivery Agreement or the NICHE Licence in relation to the CJS-ICTP that shall or is likely to have an adverse impact on any Receiving Force(s), the Lead Force shall request an urgent meeting of the SM Board to discuss and agree the matter.

10.4 Subject to **Clause 10.9**, if a Receiving Force wishes the Lead Force to enforce any rights, warranties, indemnities or other provisions under the Service Delivery Agreement or NICHE Licence in relation to the CJS-ICTP, that Receiving Force shall request an urgent meeting of the SM Board and raise its concerns at that SM Board meeting.

10.5 If the SM Board decides that it would be in the best interests of the CJS-ICTP to require the Lead Force to enforce any rights, warranties, indemnities or other provisions or to issue any consent or approval under the Service Delivery Agreement and/or the NICHE Licence (as appropriate) in relation to the CJS-ICTP, the SM Board shall make this recommendation to the Policing Bodies for consideration and decision.

10.6 If the Policing Bodies agree that it would be in the best interests of CJS-ICTP for the Lead Force to enforce any rights, warranties, indemnities or other provisions or to issue any consent or approval under the Service Delivery Agreement and/or the NICHE Licence (as appropriate) in relation to the CJS-ICTP, it shall notify the Lead Force in writing of the Parties' decision that the Lead Force exercise or enforce its rights or issue such consent or approval under the Service Delivery Agreement and/or the NICHE Licence (as appropriate).

10.7 Following receipt of a notification in accordance with **Clause 10.6** the Lead Force shall then take all reasonable actions to exercise or enforce such rights against G4S pursuant to the terms of the Service Delivery Agreement and/or the NICHE Licence (as appropriate) and the Lead Force shall promptly pay to the Receiving Forces in accordance with the RF 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 Receiving Forces from G4S, provided that:

10.7.1 the Receiving Forces shall provide all reasonable cooperation and in a timely manner all information reasonably requested by the Lead Force to assist it to exercise or enforce such rights against G4S;

10.7.2 in respect of a request to enforce a right or remedy instigated by a Receiving Force pursuant to **Clause 10.4** only, and unless the Parties agree otherwise, the Receiving Forces shall reimburse the Lead Force (in accordance with the RF 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)) in respect of any reasonable costs, claims and expenses incurred by the Lead Force in complying with its obligations under this **Clause 10.7** provided that the Lead Force obtains the Receiving Forces' written approval for such expenses (such approval not to be unreasonably withheld or delayed);

10.7.3 any notification pursuant to **Clause 10.6** shall be provided as soon as reasonably practicable and in any event within fourteen (14) days of the Lead Force's request for the Receiving Forces' consent to take enforcement action pursuant to **Clause 10.3**;

10.7.4 the Receiving Forces shall reimburse the Lead Force (in accordance with the RF 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)) for any losses, damages, claims and/or costs the Lead Force incurs to G4S by reason of any delay in the Policing Bodies and/or SM Board reaching a decision pursuant to **Clauses 10.5 and 10.6**.

10.8 The Lead Force shall not be required to enforce any rights, warranties, indemnities or other provisions under the Service Delivery Agreement in relation to the NICHE System unless it has received notification from the Policing Bodies in accordance with **Clause 10.6**.

10.9 If there is a breach of the Gazetteer Licence or MapInfo Licence by G4S, the Parties agree that the affected Receiving Force(s) may bring a claim directly against G4S (pursuant to the Amending Agreements) and shall not bring any claim against the Lead Force (or any other Receiving Force) unless the Lead Force (or Receiving Force) has contributed to or caused the breach by G4S.

10.10 The Parties acknowledge that where a Receiving Force makes a claim directly against G4S pursuant to **Clause 10.9**, the limitations on liability as set out in the Service Delivery Agreement shall apply equally to any claim made by the Receiving Force against G4S and shall be cumulative with any other claim made by the Lead Force against G4S under the Service Delivery Agreement in calculating the cap on liability that applies to any claim made by the Lead Force against G4S under the Service Delivery Agreement.

11. **Rights and remedies relating to a breach of the Service Delivery Agreement or the NICHE Licence by the Lead Force or a Receiving Force**

11.1 The Parties acknowledge that the Lead Force shall be responsible as between itself and G4S for the acts or omissions of either the Lead Force and/or the Receiving Forces in respect of the Service Delivery Agreement and/or the NICHE Licence.

11.2 The Lead Force acknowledges that G4S has no rights to claim directly against the Receiving Forces in respect of any breach of the Service Delivery Agreement and/or the NICHE Licence caused by the Receiving Forces.

11.3 Subject to **Clauses 1.7, 1.8 10.1**, if the Lead Force breaches its obligations under the Service Delivery Agreement or the NICHE Licence, except to the extent that the breach is caused or contributed to by an act or omission of one or more of the Receiving Forces, then:

11.3.1 the Lead Force shall not be able to recover any payments made to G4S in respect of such breach from any of the Receiving Forces; and

11.3.2 each Receiving Force affected by the breach shall be able to recover from the Lead Force any damages or losses it suffers as a result of the breach by the Lead Force of its obligations under the Service Delivery Agreement or NICHE Licence subject to the limitations and exclusions of liability set out in **Clause 31**.

11.4 To the extent that one or more of the Receiving Forces' act or omission, causes or contributes to the Lead Force's breach of its obligations under the Service Delivery Agreement or the NICHE Licence or causes or contributes to a breach of the Gazetteer Licence or the MapInfo Software Licence:

11.4.1 the relevant Receiving Force(s) shall be liable to the Lead Force for any payments properly made to G4S in respect of the breach subject to the limitations of liability set out in **Clause 31**; and

11.4.2 the Lead Force shall be able to recover from the relevant Receiving Force(s) any further damages or losses it suffers to the extent caused by the act or omission of the relevant Receiving Force(s) subject to the limitations of liability set out in **Clause 31**.

12. **Financial Contribution**

12.1 The Parties agree that funding for CJS-ICTP shall be provided in accordance with the Funding Principles identified by the Parties and set out in **Schedule 2.**

12.2 The Receiving Forces agree that the Lead Force has secured a grant (on behalf of itself and the other East Midlands Police Forces) from the Home Office in relation to the creation of an interoperable ICT platform for crime, intelligence, case and custody. The terms of the grant are set out in the Grant Agreement. The Receiving Forces acknowledge the provisions of the Grant Agreement and shall not do anything to place the Lead Force in breach of the conditions of the Grant Agreement and the Lead Force agrees that it shall not do anything to breach the conditions of the Grant Agreement.

12.3 The Parties agree that each of the Receiving Forces shall pay to the Lead Force (or Leicestershire Police as applicable) their Financial Contribution towards the cost of the CJS-ICTP as follows:

12.3.1 on the Go Live Date for the relevant EM Receiving Force and on the later to occur of the date of this Agreement and the applicable Go Live Date for the City of London Police, the amount set out next to that Receiving Force's name in **Table 1** of **Schedule 2** in relation to the data centre costs for the NICHE System;

12.3.2 on 1st April 2018 and annually thereafter, in respect of City of London Police alone, the amount set out in **Table 2** of **Schedule 2** in relation to the ongoing data centre costs for the NICHE System;

12.3.3 save in relation to Leicestershire Police and City of London Police (which are paying their respective licence fees for the use of NICHE Software direct to NICHE Technology UK Limited), on the Go Live Date for the relevant Receiving Force, the amount set out next to that Receiving Force's name in **Table 3** of **Schedule 2** in relation to the additional licence fees payable pursuant to the terms of the NICHE Licence. The Parties acknowledge that this amount also includes the support costs for the NICHE Software payable for the period from the relevant Go Live Date until expiry of the first 12 months following the relevant Go Live Date for that Receiving Force;

12.3.4 on the Go Live Date for the relevant EM Receiving Force and on the later to occur of the date of this Agreement and the relevant Go Live Date for the City of London Police, the amount set out next to that Force's name in **Table 4** of **Schedule 2** in relation to the additional licence fees payable for the Gazetteer Software. The Parties acknowledge that this amount also includes the support costs for the Gazetteer Software payable for the period from the relevant Go Live Date until expiry of the first 12 months following the relevant Go Live Date;

12.3.5 save in relation to Leicestershire Police and City of London Police (which are paying their respective shares of the support fees in relation to the NICHE Software direct to NICHE Technology UK Limited), on 1st April 2017, the amount set out in in **Table 5** of **Schedule 2** in relation to ongoing support costs of the NICHE Software adjusted up or down to reflect the extent to which the payment made by the relevant Receiving Force pursuant to **Clause 12.3.1** has resulted in an overpayment or shortfall of the annual support costs;

12.3.6 save in relation to Leicestershire Police and City of London Police (which are paying their respective shares of the support fees in relation to the NICHE Software direct to NICHE Technology UK Limited), on 1st April 2018 and annually thereafter the amount set out in in **Table 5** of **Schedule 2** in relation to ongoing support costs of the NICHE Software;

12.3.7 on 1st April 2018, the amount set out in **Table 7** of **Schedule 2** in relation to ongoing support costs of the Gazetteer Software;

12.3.8 on 1st April 2019 and annually thereafter, the amount set out in **Table 8** of **Schedule 2** in relation to ongoing support costs of the Gazetteer Software;

12.3.9 on the date set out in **Table 9** of **Schedule 2**, in respect of City of London Police alone, the amount set out in **Table 9** of **Schedule 2** in relation to the provision of the Pronto Data Link;

12.3.10 on the dates set out in Table 10 of **Schedule 2** and in respect of the City of London Police alone, the amount set out in Table 10 of **Schedule 2** in respect of the Legacy Data Project;

12.3.11 on the dates set out in Table 11 of Schedule 2, the amount set out in Table 11 of Schedule 2 in respect of the NICHE Technical Support Team which the Parties agree is required in order to support the expansion of the NICHE System pursuant to this Agreement; and

12.3.12 on the date of this Agreement or any later date on which an invoice is issued to the City of London Police, the City of London Police shall pay to Leicestershire Police (as lead force for the separate EMCHRS L&D collaboration) the amount set out in the relevant invoice for any training or other support (and related travel expenses) delivered to City of London Police calculated and invoiced in accordance with **paragraph 6** of **Schedule 2** in relation to the cost of the training and implementation support services to be provided by Leicestershire Police in accordance with **paragraph 3.1** of **Schedule 1** to support the City of London Police's transition onto the NICHE System.

12.4 For the avoidance of doubt, the Parties acknowledge and agree that any payments to Leicestershire Police pursuant to **Clauses 12.3.12** shall be distributed to the parties to the EMCHRS L&D collaboration agreement pursuant to the terms of that collaboration agreement.

12.5 The Lead Force shall forward to each of the Receiving Forces, any performance reports it receives under the Service Delivery Agreement that substantiate any invoices in relation to the CJS-ICTP (which shall be in the form provided by G4S under the terms of the Service Delivery Agreement).

12.6 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.

12.7 A Receiving Force shall not be liable (including liability to pay interest pursuant to **Clause 37**) for any late payment of the Lead Force's or Leicestershire Police's invoices to the extent that such late payment is caused by any act or omission of the invoicing Party or G4S. For the avoidance of doubt, the Lead Force confirms that the Receiving Forces shall not be required to pay any commission or mark-up to the Lead Force on any payments made by the Lead Force to G4S in respect of the Lead Force's obligations under the terms of this Agreement.

12.8 The financial arrangements for the CJS-ICTP shall be overseen by the Chief Finance Officer of the Policing Body for the Lead Force with scrutiny by the Parties in accordance with **Clauses 5 and 6**. The Head of CJS-ICTP shall ensure that any document or report requested in order to facilitate oversight or scrutiny under this **Clause 12.8** is prepared.

12.9 Subject to **Clause 37**, no increases to the costs of the CJS-ICTP or changes to the Financial Contributions to be made by each Receiving Force shall be allowed without the specific authorisation of the Parties in accordance with **Clauses 5 and 6**.

12.10 Unless agreed otherwise by the Parties, any refunds, reductions, damages, compensation or other repayments received by the Lead Force from G4S in connection with the CJS-ICTP shall be redistributed to the Receiving Forces in accordance with the RF 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) set out in the Funding Principles as soon as reasonably practicable following receipt from G4S either:

12.10.1 by way of a deduction from the next invoice or as a standalone payment (at the Lead Force's discretion having taken into consideration the view of the Receiving Forces); or

12.10.2 where no further invoices are submitted, as a standalone payment.

13. Audit and Inspection

13.1 The Chief Finance Officer of the Policing Body for the Lead Force shall allow a qualified independent chartered accountant appointed by any Party, at that Party's expense, to examine the accounts and records of the CJS-ICTP provided:

13.1.1 at least 14 days written notice is given in advance to the Chief Finance Officer of the Policing Body for the Lead Force;

13.1.2 the inspection or examination takes place during normal working hours;

13.1.3 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 13.1.**

13.2 The Lead Force shall keep the accounts in relation to the CJS-ICTP that record the Financial Contributions received from the Receiving Forces and the payments made by the Lead Force to G4S under the Amending Agreements and the NICHE Licence, and shall make these available for audit and verification by the Receiving Forces from time to time.

13.3 The income and expenditure of the CJS-ICTP shall be subject to both internal and external audit in accordance with **Clause 13.1**.

13.4 The Lead Force shall be responsible for arranging any internal or external audits, inspections and/or other arrangements necessary to accommodate any audit and/or inspection required by a Regulatory Body.

14. **Human Resources Principles**

14.1 It is acknowledged by the Parties that the CJS-ICTP involves the provision by the Lead Force of a single interoperable ICT platform for crime, intelligence, case, custody and general incident modules across Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police, Nottinghamshire Police and City of London Police enabling the sharing between the Forces of Police Data to be provided by each participating Force. It is further acknowledged that the Parties' individual obligations under the terms of this Agreement shall be fulfilled by the staff and/or officers and/or agents and contractors of each individual Force and the establishment of the CJS-ICTP shall not involve the provision by one Force to another of either staff or officers and that it is not anticipated that additional staff and/or officers shall be recruited by the Parties for the purposes of carrying out the obligations as set out in this Agreement.

15. **Chief Officer's direction and control**

15.1 The Chief Officers shall retain direction and control of their respective officers and staff members who are deployed on duties, functions or support services in accordance with the terms of this Agreement.

INFORMATION GOVERNANCE

16. **Freedom of Information**

16.1 Each Party acknowledges that the Parties are subject to the requirements of the FOIA and the EIR and each Party agrees to assist and cooperate with the other Parties to enable each Party to comply with its Information disclosure obligations.

16.2 Each Party shall:

16.2.1 transfer to the relevant Party's Data Protection Officer all Requests for Information relating to that Party that they receive as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;

16.2.2 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;

16.2.3 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

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

16.3 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.

16.4 The Parties acknowledge that (notwithstanding the provisions of this **Clause 16**) 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:

16.4.1 in certain circumstances without consulting the other Party; or

16.4.2 following consultation with the other Party and having taken its views into account,

provided always that where **Clause 16.4.1** applies the Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other Party advanced notice or, failing that, to draw the disclosure to the other Party's attention after any such disclosure.

17. Confidentiality

17.1 Except to the extent set out in this **Clause 17** or where disclosure is expressly permitted elsewhere in this Agreement, each Party (the "**CI Recipient**") shall:

17.1.1 treat the Confidential Information of another Party (the "**Disclosing Party**") as confidential and safeguard it accordingly; and

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

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

17.2 **Clause 17.1** shall not apply to the extent that:

17.2.1 such disclosure is a requirement of Law placed upon the CI Recipient making the disclosure (including any requirements for disclosure under the FOIA or the EIR pursuant to **Clause 16**) or the CI Recipient if required to do so by a court of competent jurisdiction or by any Regulatory Body with jurisdiction over the CI Recipient provided that the CI Recipient shall:

17.2.1.1 not make any disclosure without first consulting with the Disclosing Party; and

17.2.1.2 only copy or disseminate Confidential Information to third parties in accordance with and to the extent of the relevant Law; or

17.2.2 such disclosure is in accordance with this Agreement; or

17.2.3 such disclosure is made by the Lead Force to enable its employees or a third party supplier to provide maintenance services provided that such services shall be carried out in accordance with the Lead Force's IT Policies and the employees or third parties carrying out the maintenance services shall be closely supervised by a member of the Lead Force's IT department at all times; or

17.2.4 such information was:

17.2.4.1 in the possession of the CI Recipient making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party; or

17.2.4.2 obtained from a third party without obligation of confidentiality; or

17.2.4.3 already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

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

17.3 Each CI Recipient may only disclose Confidential Information to its personnel (including its consultants, contractors or other persons engaged by the CI Recipient) who are directly involved in the operation of this Agreement or the CJS-ICTP (including any personnel providing maintenance services in accordance with **Clause 17.2.3**) 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 CI

Recipient's personnel causes or contributes (or could cause or contribute) to the CI Recipient breaching its obligations as to confidentiality under or in connection with this Agreement or the CJS-ICTP:

17.3.1 the relevant CI Recipient shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;

17.3.2 to the fullest extent permitted by its own obligations of confidentiality to any of the CI Recipient's personnel, the relevant CI Recipient 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 CI Recipient is taking appropriate steps to comply with this **Clause 17**, including:

17.3.2.1 copies of any written communications to and/or from the CI Recipient's personnel; and

17.3.2.2 any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the CI Recipient's personnel in connection with obligations as to confidentiality.

17.4 Nothing in this Agreement shall prevent any CI Recipient from disclosing the Disclosing Party's Confidential Information:

17.4.1 to any policing body (as defined under section 101 of the PA96), Regulatory Body or to any Contracting Authority (and all policing bodies, Regulatory Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other policing bodies, 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 policing body, Regulatory Body or any Contracting Authority);

17.4.2 for the purpose of the examination and certification of the CI Recipient's accounts; or

17.4.3 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CI Recipient has used its resources,

provided that the relevant CI Recipient uses all reasonable endeavours to ensure that the policing body, Regulatory Body, Contracting Authority, employee, third party, or sub-contractor to whom the Disclosing Party's Confidential Information is disclosed pursuant to this **Clause 17.2.4** is made aware of the CI Recipient's obligations of confidentiality.

17.5 Nothing in this Agreement shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement or the CJS-ICTP 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 **Clause 17** or an infringement of Intellectual Property Rights.

17.6 Each Party shall tell the affected Party(ies) immediately if it discovers that any provision of this **Clause 17** has been breached and shall give the affected Party(ies) all reasonable assistance in connection with any proceedings arising from such breach.

17.7 The Parties agree that damages may not be an adequate remedy for any breach of this **Clause 17** 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 **Clause 17**.

17.8 For the avoidance of doubt nothing in this **Clause 17** is intended to restrict the Policing Bodies' statutory obligations under the Elected Local Policing Bodies (Specified Information) Order 2011 or any other applicable Law.

17.9 The obligations in this **Clause 17** shall continue without limit in time.

18. **Data Quality**

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

18.2 Each Force shall be responsible for checking the NICHE System for (and merging/deleting where appropriate) duplicate records when entering Police Data on the NICHE System and when undertaking any dip sampling pursuant to **Clause 18.3**.

18.3 The Lead Force shall carry out dip sampling of records within the NICHE System on a regular basis (and in any event at least quarterly) to ensure the quality of the Police Data and removal of duplicate records in accordance with MOPI.

18.4 The review and deletion of Police Data contained within the NICHE system shall remain the responsibility of each Force.

19. **Data Security**

19.1 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 and the CJS-ICTP.

19.2 It is recognised that the Lead Force hosts Police Data for and on behalf of the Receiving Forces and that some of the Police Data hosted by the Lead Force has been previously protectively marked as 'Restricted' or 'Confidential' by the Receiving Forces under the government protective marking scheme now replaced by the GSCS.

19.3 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.

19.4 The Lead Force, on behalf of the Receiving Forces, during the term of this Agreement, shall comply with all relevant obligations:

19.4.1 as detailed in the RMADS submitted by the ISO of the Lead Force for the CJS-ICTP and approved by the SSSIRO;

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

19.5 Unless stated otherwise in this Agreement, the Lead Force shall:

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

19.5.2 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;

19.5.3 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 Business Continuity Plan; and

19.5.4 ensure that the NICHE System is a secure system that complies with the Lead Force's IT Policies.

19.6 If at any time, the Lead Force suspects or has reason to believe that the Police Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Lead Force shall notify the relevant Data Controller(s) immediately and inform the relevant Data Controller(s) of the remedial action the Lead Force proposes to take.

19.7 If the Police Data is corrupted, lost or sufficiently degraded as a result of the Lead Force's breach of this Agreement, the relevant Data Controller(s) may:

19.7.1 require the Lead Force (at the Lead Force's expense) to restore or procure the restoration of the Police Data to the extent and in accordance with the requirements specified in the Business Continuity Plan and the Lead Force's IT Policies and the Lead Force shall do so as soon as practicable and in any event no later than 3 Business Days after the discovery of the corruption, loss or degradation; or

19.7.2 itself restore or procure the restoration of the Police Data and shall be reimbursed

by the Lead Force any reasonable expenses in doing so, to the extent and in accordance with the requirements specified in the Business Continuity Plan.

19.8 Each Party shall, as an enduring obligation throughout the term of this Agreement and the existence of the CJS-ICTP, 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 NICHE System.

19.9 Notwithstanding **Clause 19.8**, if Malicious Software is found on the NICHE 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.

20. **Risk Management**

20.1 Each Party shall comply with the provisions of its own Business Continuity Plan and shall ensure that it is able to implement its obligations under the Business Continuity Plan at any time.

20.2 The ISO of the Lead Force shall:

20.2.1 assist the project manager for the CJS-ICTP to identify any risks during any on-boarding or implementation stage of CJS-ICTP and assist the relevant Information Asset Owner(s) once the CJS-ICTP has fully commenced;

20.2.2 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;

20.2.3 ensure that all CJS-ICTP 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;

20.2.4 ensure that appropriate arrangements are in place to comply with the GSCS for all activities undertaken in respect of the CJS-ICTP;

20.2.5 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;

20.2.6 ensure that, where necessary, the NICHE System is formally ‘accredited’ in accordance with HMG IAS 1 & 2;

20.2.7 ensure that the procurement and deployment of any new/additional information system utilised for the purposes of the CJS-ICTP is conducted in compliance with NPCC CSP, including the use of formal ‘Security Aspects Letters’ as necessary.

20.3 The relevant Information Asset Owner(s) shall:

20.3.1 maintain an information risk register and co-ordinate 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;

20.3.2 ensure that there are appropriately documented procedures to manage access to the NICHE System, proportionate to the risks associated with the NICHE System and the CJS-ICTP, 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;

20.3.3 ensure that robust arrangements are in place to monitor and audit the use of the NICHE System, to include appropriate reporting mechanisms and independent verification as necessary.

20.4 The SIRO for each Party 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, in accordance with NPCC CSP.

20.5 Except as expressly provided otherwise in this Agreement, the Lead Force shall comply with the Data Controller's data retention policy and shall return to the Data Controller any Police Data held by the Lead Force that is no longer required for the purpose for which it was provided.

20.6 The Lead Force's Designated Police Manager 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 Force.

20.7 If a Data Controller terminates its involvement or otherwise withdraws from the CJS-ICTP:

20.7.1 a copy of any Police Data owned by that Data Controller (whether solely or jointly with another party to the Collaboration) shall be provided by the Lead Force to the Data Controller in such format and within such timeframe as the Data Controller shall reasonably request; and

20.7.2 any Police Data solely owned by that Data Controller shall be deleted from the NICHE System but shall be retained as a back-up (which back-up shall be retained in accordance with **Clauses 19.5.3 and 20.6**.

21. Data Protection

21.1 The Parties acknowledge and agree that the Lead Force is the Data Processor when processing Police Data for the Data Controller(s) in relation to the CJS-ICTP.

21.2 Each Party shall:

21.2.1 comply with its obligations as Data Controller and/or Data Processor (as appropriate) under any applicable Data Protection Law; and

21.2.2 not, by act or omission, put any other Party in breach of, or jeopardise any registration under, any applicable Data Protection Law.

21.3 The Lead Force warrants, undertakes and represents that it shall:

21.3.1 (and shall procure that all its agents and sub-contractors shall) have in place and implement all appropriate technical and organisational measures to:

21.3.1.1 protect against unauthorised or unlawful processing of each Data Controller's Police Data;

21.3.1.2 protect against accidental loss or destruction of, or damage to, each Data Controller's Police Data;

21.3.1.3 deter deliberate compromise or opportunist attack by third parties which would or could compromise each Data Controller's Police Data; and

21.3.1.4 take (and shall procure that all its agents and sub-contractors shall take) all reasonable steps to ensure the reliability of any staff that may have access to the Data Controller's Police Data;

21.3.2 not copy or store any Police Data on any removable media or any system or media other than the NICHE System, without the relevant Data Controller's prior written approval;

21.3.3 save where permitted pursuant to **Clause 21.3.4**, not use the services of any sub-contractors in connection with the processing of the Police Data without the prior written approval of the Data Controller;

21.3.4 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 Lead Force's obligations under this Agreement or who carry out maintenance services on the NICHE System;

21.3.5 ensure that all employees or authorised sub-contractors with access to Police Data in accordance with this **Clause 21.3**:

21.3.5.1 are informed of the confidential nature of the Police Data;

21.3.5.2 are appropriately technically qualified;

21.3.5.3 are (or are closely supervised by) authorised members of the Lead Force's IT department; and

21.3.5.4 comply with the Lead Force's IT Policies;

21.3.6 shall (and shall procure that all its employees, agents and approved sub-contractors shall) act only on the instructions of the Data Controller(s) in relation to the processing of any of the Data Controller's Personal Data and, so that there is no doubt, it is agreed that, save where the Lead Force is also a Data Controller, the Lead Force shall only act as a Data Processor in processing any Personal Data comprised in the Data Controller's Police Data;

21.3.7 only use or process the Data Controller's Police Data for the Purpose or as is necessary to perform its obligations under this Agreement;

21.3.8 it shall not generate reports/documents using the Data Controller's Police Data apart from as specified in this Agreement or as necessary to carry out protective monitoring of the NICHE System; and

21.3.9 it shall allow the Data Controller(s) access on reasonable notice to any of the Lead Force's premises where the Data Controller's Police Data are stored or at which they are accessible to inspect any relevant procedures and/or, at the option of the Data Controller(s), to provide the Data Controller(s) with evidence of the Lead Force's compliance with the provisions of this **Clause 21**.

21.4 If a Party (the "**Recipient**") receives a Subject Access request (or other lawful request for Personal Data) relating to Personal Data where it is not the Data Controller, the Recipient shall refer the request at the earliest opportunity to the Data Protection Officer or equivalent of the appropriate Data Controller(s) for a response as the Recipient will not be in a position to access or comment on whether there would be harm to the policing purpose through a disclosure.

21.5 If a Party (the "**Recipient**") receives a Subject Access request (or other lawful request for Personal Data) relating to Personal Data where the Recipient is also a Data Controller of that Personal Data with another Party, the Recipient shall:

21.5.1 promptly inform the other Data Controller(s) about the receipt of any Subject Access request served on the Recipient; and

21.5.2 not disclose or release any Personal Data belonging to another Data Controller in response to a Subject Access request served on the Recipient without first consulting with the other Data Controller(s).

21.6 The Lead Force shall give reasonable assistance as is necessary to the Data Controller(s) in order to enable it/them to comply with such obligations as are imposed on the Data Controller(s) by Data Protection Law in relation to the Personal Data processed by the Lead Force; this assistance includes the obligation to:

21.6.1 provide each Data Controller with reasonable assistance in complying with any Subject Access request received by the Data Controller;

21.6.2 respond to Information Notices served upon the Lead Force by the Information Commissioner;

21.6.3 respond to complaints from Data Subjects; and

21.6.4 investigate any breach or alleged breach of Data Protection Law by the Lead Force.

21.7 The Lead Force shall not transfer any of the Data Controller's Personal Data to any country or territory outside the UK other than with the express prior consent of the Data Controller.

21.8 The Lead Force shall, immediately on demand, fully indemnify each Data Controller and keep each Data 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 Data Controller as a result of the loss or destruction of or damage to or unauthorised disclosure of or unauthorised access to the Data Controller's Personal Data in connection with any failure of the Lead Force to comply with the provisions of this **Clause 21** or any Data Protection Law.

21.9 The Lead Force shall inform the relevant Data Controller(s) promptly of any enquiry, complaint, notice or other communication it receives from any Regulatory Body, including the Information Commissioner's Office or any Data Subject, relating to Personal Data processed by it in connection with this Agreement or the CJS-ICTP. The Lead Force shall provide all necessary assistance to the relevant Data Controller(s) to enable it(them) to respond to such enquiries, complaints, notices or other communications.

21.10 Without prejudice to **Clause 21.6.4**, in the event of the theft, loss or other unauthorised access to Personal Data of a Data Controller (the "Affected Data Controller") by any person (a "**Data Breach**"), each Party (other than the Affected Data Controller) shall:

21.10.1 immediately upon becoming aware of the Data Breach, notify the Affected Data Controller in writing (and in any event with sufficient notice to enable the Affected Data Controller to notify the Information Commissioner's Office within 72 hours of the Data Breach);

21.10.2 provide the Affected Data Controller and its advisers with all reasonable assistance in connection with the Data Breach, including:

21.10.2.1 cooperating with the Affected Data Controller, the Information Commissioner and any other relevant Regulatory Bodies;

21.10.2.2 providing information on the Data Breach to the Affected Data Controller, Information Commissioner and any other relevant Regulatory Bodies;

21.10.2.3 investigating the incident and its cause, containing and recovering the compromised Personal Data in compliance with relevant Data Protection Law; and

21.10.2.4 coordinating with the Data Controller the management of public relations and public statements relating to the Data Breach. For the avoidance of doubt, no Party shall make any public statement in relation to a Data Breach except as permitted by **Clause 22**.

21.11 The Parties acknowledge that G4S is a permitted sub-contractor of the Lead Force and that the Lead Force may sub-contract the processing of Personal Data to G4S provided that the Lead Force shall:

21.11.1 be liable for the acts and omissions of G4S in relation to such processing; and

21.11.2 ensure that G4S's delivery of its services to the Lead Force conforms to the requirements of **Clauses 16 to 21**.

22. Publicity

22.1 No Party shall take any step to publicise the existence of this Agreement or any operation or investigation undertaken pursuant to any authorisation without the express consent of each of the other Parties.

22.2 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. 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.

22.3 For the avoidance of doubt, nothing in this **Clause 22** is intended to restrict the Policing Bodies statutory obligations under the Elected Local Policing Bodies (Specified Information) Order 2011 or any other applicable Law.

23. **Common Policies and Procedures**

23.1 Where the Parties have agreed to adopt common policies and standard operating procedures these are set out at **Schedule 3** and the subsequent adoption by the Parties of any common policy or standard operating procedure shall not amount to a material variation for the purpose of **Clause 24.3**.

23.2 In the absence of an agreed common policy or procedure, each Party shall comply with their own policies and procedures.

23.3 The Parties acknowledge that, in the absence of a common policy or procedure, G4S shall not be required to comply with the policies of a Receiving Force but shall be required to comply with the policy requirements of Lincolnshire Police in accordance with the Service Delivery Agreement.

24. **Review and Variation of Agreement**

24.1 The Parties may review this Agreement on an annual basis or as determined by the Policing Bodies in accordance with **Clause 5.2.5** and without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under s23G(4) of the PA96, may make any amendments necessary by agreement in writing subject to **Clauses 5, 6.12 and 24.3**.

24.2 Notwithstanding **Clauses 5 and 6.12**, variation to this Agreement shall be made where directed by the Secretary of State under s23G(4) of the PA96.

24.3 A variation agreed by the Parties which amounts to a material variation shall constitute the termination of this Agreement and give rise to the requirement for a new agreement. Where amendments are made, they shall be subject to the need for any relevant approvals/consultations set out in s23 and s23A of the PA96.

25. **Changes to the NICHE Software or Gazetteer Software**

25.1 The Lead Force shall not make or agree any changes to the NICHE Software (or its configuration) or the Gazetteer Software (or its configuration) without the consent of the Receiving Forces.

25.2 The Forces may agree changes to the configuration of the NICHE Software or to the configuration of the Gazetteer Software at any time. If a Receiving Force proposes to make a change to the configuration of the NICHE Software or the Gazetteer Software, the Receiving Force shall consult with the Lead Force and the other Receiving Forces. For the avoidance of doubt, no changes may be made to the configuration of the NICHE Software or the Gazetteer Software without the unanimous consent of the Receiving Forces and the Lead Force.

25.3 The Parties agree that any change to the:

25.3.1 configuration of the NICHE Software agreed by the Parties in accordance with **Clause 25.2**; or

25.3.2 configuration of the Gazetteer Software agreed by the Parties in accordance with **Clause 25.2**; or

25.3.3 description of the NICHE Software set out in **Schedule 6** agreed by the SM Board pursuant to **Clause 6**,

shall not constitute a material variation for the purpose of **Clause 24.3**.

26. **Dispute Resolution**

26.1 Any dispute between the Parties arising out of or in connection with this Agreement or its termination (including any dispute relating to whether Lincolnshire Police should enforce any of its rights and remedies under the Service Delivery Agreement against G4S) shall in the first instance be referred to the SM Board for discussion and attempt to resolve the matter. If the dispute is not resolved at that meeting, the dispute shall be referred to the Policing Bodies.

26.2 If the dispute remains unresolved after discussion by the Policing Bodies, the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure ("Model Procedure") and the SM Board shall agree on the appropriate mediator to be appointed.

26.3 To initiate mediation, a Party must give notice in writing ("**ADR Notice**") to the other Party requesting mediation in accordance with this **Clause 26**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("**CEDR**").

26.4 The procedure in the Model Procedure shall be amended to take account of:

26.4.1 any relevant provisions in this Agreement; and

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

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

26.6 The mediation will start no later than 21 days after the date of the ADR Notice.

26.7 If the dispute remains unresolved following mediation, a final referral shall be made to a single arbitrator to be agreed upon by the Parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

26.8 Nothing in **Clause 26** shall restrict at any time while the dispute resolution procedure is in progress or before it is evoked the freedom of any Parties to commence legal proceedings to preserve a legal right or remedy pending the outcome of the dispute.

27. Insurance

27.1 The Parties agree that they shall not obtain joint insurance cover for CJS-ICTP.

27.2 Each Party shall individually obtain, arrange and ensure that they maintain an adequate level of insurance including but not limited to employer's liability, public liability, and professional negligence insurance cover to cover any losses, claims, damages, costs, charges, expenses, liabilities, or demands incurred or brought as a result of the actions, omissions or operations of that Party, and/or any of the officers, staff, agents or contractors under its direction and control and acting in the performance or purported performance of their duties which arise out of their attachment to CJS-ICTP as a consequence of this Agreement.

27.3 Each Party shall notify its insurers or prospective insurers of the existence of CJS-ICTP and provide sufficient disclosure (including the fact that the NICHE System will be used by all relevant officers and staff of the CJS-ICTP regardless of the Force that they belong to) to allow for an insurance policy to be obtained or amended in accordance with **Clause 27.2**.

27.4 Each Party shall adhere to the terms and conditions of its insurance policy(ies) obtained or amended in accordance with **Clause 27.2.**

27.5 Each Party shall bear its own costs in obtaining, amending and maintaining its insurance policy(ies) in accordance with **Clause 27.2**.

27.6 If the Lead Force receives any insurance proceeds from the insurance obtained pursuant to **Clause 27.2** and which is properly due to one or more of the Receiving Forces pursuant to the terms of this Agreement, the Lead Force shall hold such monies on behalf of the relevant Receiving Force(s) and shall pay such monies to the relevant Receiving Force(s) as soon as reasonably practicable.

27.7 If any Party has any concerns about the adequacy of any insurance policy(ies) obtained pursuant to **Clause 27.2** , it shall refer those concerns to the SM Board. The SM Board shall be responsible for ensuring that any concerns that cannot be rectified are brought to the attention of the Policing Bodies.

28. Representations and Warranties

28.1 Each Party represents and warrants to the other Parties that:

28.1.1 it has the authority to enter into and to exercise its rights and perform its obligations under this Agreement;

28.1.2 all action necessary on the part of that Party to authorise the execution of and the performance of its obligations under this Agreement has been taken;

28.1.3 the obligations expressed to be assumed by that Party under this Agreement are legal, valid, binding and enforceable to the extent permitted by Law;

28.1.4 the execution, delivery and performance by that Party of this Agreement:

28.1.4.1 does not constitute a default under any document or obligation which is binding upon that Party;

28.1.4.2 does not conflict with any Law applicable to that Party;

28.1.5 it has obtained all relevant approvals for entering into this Agreement;

28.1.6 subject to **Clause 28.2,** all information supplied by or on behalf of that Party in connection with the negotiations of, and entry into, this Agreement was complete, true and accurate in all material respects at the date it was supplied and was not misleading in any respect;

28.1.7 subject to **Clause 28.2,** all information provided and all information it shall provide in the future relating to costs incurred by it shall be accurate and complete;

28.1.8 no claim is presently being assessed and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of that Party (having made all due enquiry), pending or threatened against that Party or any of that Party's assets which might have a material adverse effect on the ability of that Party to perform its obligations under this Agreement; and

28.1.9 there is no, nor has there been any, infringement or alleged infringement of that Party's Intellectual Property Rights in connection with this Agreement,

and each Party relies upon such warranties and representations in respect of the other Parties.

28.2 In respect of any information obtained from a Third Party or G4S which is supplied by or on behalf of a Party or otherwise provided in connection with this Agreement, the Party's warranty at **Clauses 28.1.6 and 28.1.7** shall be that such information was provided in good faith and is complete, true and accurate insofar as that Party is aware.

28.3 All warranties, representations, undertakings and other obligations made, given or undertaken by each Party in this Agreement are cumulative and none shall be given a limited construction by reference to any other.

28.4 The warranties and representations set out in **Clause 28.1** shall be deemed to be repeated by each of the Parties by reference to the facts and circumstances then existing on each day during the term of this Agreement.

29. Standard of conduct

29.1 In carrying out its obligations under this Agreement, each Party shall act with due efficiency and economy and in a timely manner.

30. Force majeure

30.1 An Affected Party shall not be deemed to be in breach of this Agreement or otherwise liable to any other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event provided that the Affected Party has complied with this **Clause 30**.

30.2 In the event of a Force Majeure Event, then:

30.2.1 the Affected Party shall give written notice to the other Parties, specifying the nature

and extent of the Force Majeure Event, promptly on becoming aware of the Force Majeure Event and shall at all times use all reasonable endeavours to mitigate and overcome the effects of the Force Majeure Event;

30.2.2 the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

30.2.3 it shall not be entitled to payment from the other Parties in respect of extra costs and expenses incurred by virtue of the Force Majeure Event; and

30.2.4 the Receiving Forces shall not be required to pay their Financial Contribution for so long as the Force Majeure Event continues.

30.3 If, as a result of a Force Majeure Event, the Parties agree that amendments are required to the terms of this Agreement rather than this Agreement being terminated, the Parties shall seek to agree any appropriate amendments to the terms of this Agreement and such amendments shall not constitute a material variation for the purpose of **Clause 24.3**.

30.4 A Party cannot claim relief pursuant to this **Clause 30**:

30.4.1 if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event; or

30.4.2 as a result of a failure or delay by G4S or any Third Party in the performance of G4S or that Third Party's obligations under a contract with that Party (unless G4S or the Third Party is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event); or

30.4.3 to the extent that it is required to comply with the Business Continuity Plan, but has failed to do so, unless this failure is also due to a Force Majeure Event affecting the operation of the Business Continuity Plan.

31. Limitations on liability

31.1 Subject to **Clauses 1.7, 1.8 and 31.2**, each Party shall indemnify the other Parties, their officers, employees and agents against all claims, demands, actions, costs and expenses (including legal costs and disbursements) that the other Parties, their officers, employees and agents suffer or incur, directly or indirectly, to the extent they are caused by any act, omission or default of the indemnifying Party in respect of:

31.1.1 damage to real or personal property; and

31.1.2 injury to persons, including injury resulting in death.

31.2 Subject to **Clauses 1.7, 1.8, 31.3, 31.4 31.5, 31.6, 31.7 and 31.8** and without prejudice to **Clauses 10 and 11**, where any loss, claim, cost, liability or expense ("Liability") incurred by a Party is (or should be) covered by an individual Party's policy of insurance, the Parties agree that such Liability shall initially be paid by the individual Party named as policy holder (the "**Policy Holder**") and that any excess payable under such policy or any uninsured element of the Liability shall be reimbursed from the other Parties in accordance with the All Force Apportionment Ratio up to a maximum aggregate contribution to the Policy Holder of £250,000 (two hundred and fifty thousand pounds) unless:

31.2.1 the Parties have agreed otherwise in writing; or

31.2.2 the Policy Holder who has suffered or incurred the Liability has caused such Liability through its own acts, omissions or defaults in which case the Policy Holder shall be solely responsible for the Liability; or

31.2.3 the Policy Holder has suffered or incurred the Liability through the act or omission of another Party, in circumstances such that it would be inequitable for the Policy Holder to remain solely responsible for such Liability (and/or excess payable) or for the other Parties to share in that Liability and in which circumstances the Parties agree that they shall negotiate between themselves in good faith regarding the contribution to or reimbursement of any such Liability (and/or excess payable) incurred or suffered by a Policy Holder.

31.3 Subject to **Clauses 1.7, 1.8, 31.3, 31.4, 31.5, 31.6, 31.7,** and **31.8** and without prejudice to **Clauses 10** and **11**, where any Liability incurred by a Party is not covered by any individual Party's policy of insurance (save in relation to any excess or where the Policy Holder has voided its policy of insurance), the Parties agree that the full amount of the Liability shall be shared between the Parties in accordance with the All Force Apportionment Ratio unless:

31.3.1 the Parties have agreed otherwise in writing;

31.3.2 the Party who has suffered or incurred the Liability has caused such Liability through its own acts, omissions or defaults in which case there shall be no reimbursement from the other Parties for such Liability;

31.3.3 the Party has suffered or incurred the Liability through the act or omission of another Party, in circumstances such that it would be inequitable for the Liability to be shared between the Parties and in which circumstances the Parties agree that they shall negotiate between themselves in good faith regarding the contribution to or reimbursement of any such Liability.

31.4 In cases where an individual Party has failed to arrange a policy of insurance in accordance with **Clause 27.2**, the individual Party who has failed to arrange such insurance agrees to indemnify each and every other Party for any losses, claims, damages, costs, charges, expenses, liabilities or demands that another Party may be required to meet as a consequence of the failure of the individual Party to arrange a policy of insurance in accordance with **Clause 27.2**.

31.5 Subject to **Clauses 1.7, 1.8, 31.6, 31.7 and 31.8**, where a Receiving Force is liable to the Lead Force pursuant to **Clause 11.4.1**, such liability shall be limited to the level of the cap on the liability of the Lead Force to G4S pursuant to the Service Delivery Agreement, the MapInfo Licence, the NICHE Licence and/or the Gazetteer Licence (as appropriate).

31.6 Any indemnities given in this Agreement are subject to:

31.6.1 each indemnified Party using its reasonable endeavours to mitigate any losses, damages, liabilities, claims, expenses, and costs;

31.6.2 each indemnified Party giving the indemnifying Party prompt notice, in writing, of the details of the claim; and

31.6.3 the indemnifying Party having sole conduct and control of any claim or action that is within the scope of the indemnity, including any related settlement negotiations, provided that, in conducting or controlling such claim or action, the indemnifying Party shall act reasonably, consult the indemnified Parties, and take into account any representation made by the indemnified Parties.

31.7 The exclusions and limitation of liability set out in this **Clause 31** do not apply to:

31.7.1 liability arising from death or injury to persons caused by negligence;

31.7.2 breach of terms regarding title implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982;

31.7.3 each Receiving Force's obligation to pay its Financial Contribution to the Lead Force or Leicestershire Police (as appropriate);

31.7.4 the Lead Force's obligation to pay any compensation, damages, costs or settlement monies that it recovers on the Receiving Forces' behalf from G4S in accordance with **Clause 10.7**;

31.7.5 any Party's liability arising as a result of its fraud, fraudulent misrepresentation, repudiation, or abandonment of its obligations under or in connection with this Agreement.

31.8 No Party shall be liable to any other Party in contract, tort or otherwise, for any Indirect Loss.

32. Claims for damages by third parties

32.1 If any Party receives a claim ("Claim Recipient") from a Third Party relating to the CJS-ICTP, then (unless the claim is attributable solely to the actions or omissions of the Claim Recipient, or unless complying with this clause would put a Party in breach of its terms and conditions of insurance):

32.1.1 the Claim Recipient shall promptly notify the other Parties in writing of that claim;

32.1.2 the Parties shall cooperate in conducting any litigation and negotiations for a settlement of the claim, giving each other reasonable assistance;

32.1.3 no Party shall make any admission or take any other action which might be prejudicial without the express written consent of all other Parties; and

32.1.4 the Parties shall negotiate in good faith with a view to agreeing a fair and reasonable apportionment of responsibility for the claim. If the matter cannot be resolved by agreement then any Party may refer the matter for resolution in accordance with **Clause 26.**

33. **Withdrawal and Termination**

33.1 The Parties agree that this Agreement may be terminated at any time by the agreement of all of the Parties.

33.2 The Parties acknowledge that the nature of the CJS-ICTP is such that there is a significant inter-dependency between the obligations of the Policing Bodies and those of the Chief Officers under this Agreement. Subject to any obligations or requirements of the PA96 including but not limited to any direction of the Secretary of State the Parties agree that:

33.2.1 if a Chief Officer or a Policing Body (including the Chief Officer or Policing Body of Lincolnshire Police) wishes to withdraw from this Agreement then their respective Chief Officer or Policing Body shall also withdraw from this Agreement; and

33.2.2 if a Chief Officer and Policing Body wish to withdraw from this Agreement pursuant to **Clause 33.2.1** they may withdraw by giving not less than **twenty four months'** written notice to each of the other Parties to this Agreement, **such notice being in recognition of the requirement for Lincolnshire Police to release itself from its contractual obligations to G4S and, where appropriate, to give any affected Party sufficient time to find an alternative solution to discharge the functions of CJS-ICTP**.

33.3 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.

33.4 In the event that the Service Delivery Agreement is lawfully terminated in accordance with its terms in whole or in part in relation to the provision of the NICHE System, the Lead Force shall be entitled to terminate this Agreement on giving written notice to the Receiving Forces. The Lead Force shall give the Receiving Forces as much notice as possible of the termination of this Agreement, taking into account the reason for and amount of notice the Lead Force receives in relation to the termination of the Service Delivery Agreement.

33.5 If a Force Majeure Event prevails for a continuous period in excess of ninety (90) days after the date on which the Force Majeure Event begins, a Receiving Force shall be entitled to withdraw from this Agreement (without liability) on giving not less than 35 Business Days written notice to the Policing Bodies and to the individual Parties to this Agreement.

33.6 In the event that the Second Amending Agreement and/or the provision of the NICHE System to Derbyshire Constabulary is lawfully terminated in accordance with clause 10.5 of the Second Amending Agreement due to:

33.6.1 a Challenge being made which the Lead Force and/or Derbyshire Constabulary agree not to defend or continue to defend, or

33.6.2 a declaration is made that the Second Amending Agreement should not have been awarded in view of a breach of the obligations under:

33.6.2.1 Directive 2014/24/EU of the European Parliament, by the Court of

Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union; or

33.6.2.2 the PCR, by a court of competent jurisdiction in the United Kingdom,

Derbyshire Constabulary's participation in this Agreement shall be deemed to be terminated as though Derbyshire Constabulary had served a notice to withdraw from the terms of this Agreement and the provisions of **Clause 34.9** shall apply and the Parties shall make any amendments which are necessary to the terms of this Agreement in order to remove Derbyshire Constabulary from the terms of this Agreement.

33.7 In the event that the Third Amending Agreement and/or the provision of the NICHE System to City of London Police is lawfully terminated in accordance with clause 7.3 of the Third Amending Agreement due to:

33.7.1 a Challenge being made which the Lead Force and/or City of London Police agree not to defend or continue to defend, or

33.7.2 a declaration is made that the Third Amending Agreement should not have been awarded in view of a breach of the obligations under:

33.7.2.1 Directive 2014/24/EU of the European Parliament, by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union; or

33.7.2.2 the PCR, by a court of competent jurisdiction in the United Kingdom,

City of London Police's participation in this Agreement shall be deemed to be terminated as though City of London Police had served a notice to withdraw from the terms of this Agreement and the provisions of **Clause 34.10** shall apply and the Parties shall make any amendments which are necessary to the terms of this Agreement in order to remove the City of London Police from the terms of this Agreement.

34. Consequences of Termination

34.1 Subject to **Clause 34.3**, if a Party (an "Exiting Party") withdraws from this Agreement in accordance with **Clause 33.2 or Clause 33.5** or has its participation in the CJS-ICTP terminated in accordance with **Clause 34.6**, **34.7**, or **38.2** or if the Secretary of State serves a notice to terminate this Agreement pursuant to **Clause 33.3** then the Lead Force shall invoke its right (where such right exists) to terminate the provision of the NICHE System to the Exiting Party(ies) and in recognition of the potential administrative and financial repercussions for the Parties, the Exiting Party(ies) shall:

34.1.1 in the case of a Receiving Force, continue to be liable for all Financial Contributions due from it to the Lead Force (for such time period as the Lead Force is required to make payments to G4S in accordance with the Service Delivery Agreement in relation to the provision of the NICHE System to the Exiting Party); and

34.1.2 indemnify the other Parties against all costs, claims, losses, expenses or liabilities arising from, or as a consequence of any act, event or omission in connection with this Agreement occurring before the expiry of the notice of their withdrawal from this Agreement; and

34.1.3 in the case of a Receiving Force, reimburse the Lead Force for any compensation it is liable to pay to G4S pursuant to clause 53.9 of the Service Delivery Agreement as a consequence of the termination in part.

34.2 Subject to **Clause 34.3**, if an Exiting Party withdraws from the CJS-ICTP or has its participation in the CJS-ICTP terminated in accordance with **Clause 38.2** or this Agreement is otherwise terminated for any reason and it is not replaced by a new agreement to discharge the functions of the CJS-ICTP then:

34.2.1 the Lead Force shall, if requested by the Exiting Party and provided the Exiting Party reimburses the Lead Force for any reasonable costs it incurs, deliver to the Exiting Party(ies) a copy of all Police Data which is held in the NICHE System by the method

which is used by G4S pursuant to the terms of the Service Delivery Agreement (which may include wire transfer, or transportable storage media) or whatever alternative method is appropriate at the time and agreed between the Lead Force and G4S (with the Lead Force having taken into consideration the view of the Receiving Forces);

34.2.2 the Exiting Party's(ies') (except if the Exiting Party is Leicestershire Police or City of London Police) licence to use the NICHE Software pursuant to the NICHE Licence shall terminate;

34.2.3 the Exiting Party's(ies') licence to use the Gazetteer Software shall terminate;

34.2.4 the Exiting Party's(ies') licence to use the MapInfo Software shall terminate; and

34.2.5 the Exiting Party(ies) shall cease to access the NICHE System.

34.3 If the Lead Force withdraws from this Agreement in accordance with **Clause 33.2** or has its participation in the CJS-ICTP terminated in accordance with **Clause 38.2** or this Agreement is terminated in accordance with **Clause 33.4** as a result of breach of the Service Delivery Agreement by the Lead Force, then:

34.3.1 the Lead Force shall terminate the provision of the NICHE System to the Receiving Forces;

34.3.2 the Receiving Forces shall cease to be liable for any further Financial Contributions with effect from the date of the Lead Force's withdrawal from or termination of this Agreement (but shall continue to be liable for amounts properly due and payable up to the date of withdrawal or termination);

34.3.3 the Receiving Forces shall not be liable to reimburse the Lead Force for any compensation it is liable to pay to G4S pursuant to clause 53.9 of the Service Delivery Agreement or otherwise;

34.3.4 the Lead Force shall within 25 Business Days of its withdrawal from or termination of this Agreement pay to the Receiving Forces:

34.3.4.1 such sum as equates (pro rata) to any amount paid in advance by the Receiving Forces pursuant to **Clause 12.3** (for the period from the date of withdrawal or termination of this Agreement to the expiry of the periods in respect of which payment has already been made pursuant to **Clause 12.3**); and

34.3.4.2 any other sum which is due and payable by the Lead Force to the Receiving Forces pursuant to this Agreement as at that date,

regardless of whether the Lead Force has received and/or is able to recover such sums from G4S under the Service Delivery Agreement;

34.3.5 the Receiving Forces shall not be required to reimburse the Lead Force for the costs of providing a copy of the Police Data pursuant to **Clause 34.2.1**; and

34.3.6 the Receiving Forces shall discuss whether and how a joint platform for criminal justice can continue to be achieved including whether this Agreement should be terminated in accordance with **Clause 33.1** and replaced with a new agreement to discharge the functions of the CJS-ICTP.

34.4 Subject to **Clause 34.3**, if this Agreement is terminated in accordance with **Clause 33.1** or **Clause 33.3 or Clause 33.4** and it is not replaced by a new agreement to discharge the functions of the CJS-ICTP:

34.4.1 the Parties shall discuss whether and how a joint platform for criminal justice can continue to be achieved, taking into account the terms of any exit plan and/or termination support provided by G4S to the Lead Force in accordance with the Service Delivery Agreement;

34.4.2 the Lead Force shall seek to terminate that part of the Service Delivery Agreement

that relates to the provision of the CJS-ICTP pursuant to the terms of this Agreement;

34.4.3 the Parties shall each remain responsible for any continuing Financial Contribution to the Lead Force in respect of payments due or any liabilities arising under the terms of the Service Delivery Agreement and which relates to the provision of the CJS-ICTP until such time as the Lead Force's payment obligations under the Service Delivery Agreement cease; and

34.4.4 save in respect of a termination pursuant to **Clause 33.4**, where the Lead Force is able to terminate that part of the Service Delivery Agreement that relates to the provision of the CJS-ICTP pursuant to the terms of this Agreement, the Receiving Forces shall, in proportion to the RF Apportionment Ratio, reimburse the Lead Force for any compensation the Lead Force is liable to pay to G4S pursuant to clause 53.9 of the Service Delivery Agreement as a consequence of the termination.

34.5 Any termination or expiry of this Agreement for any reason shall not affect any accrued rights or liabilities of any Party, nor the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

34.6 The Lead Force shall within 25 Business Days of expiry or termination of this Agreement pay to the Receiving Forces:

34.6.1 such sum as equates (pro rata) to any amount paid in advance by the Receiving Forces pursuant to **Clause 12.3** (for the period from the date of expiry or termination of this Agreement to the expiry of the periods in respect of which payment has already been made pursuant to **Clause 12.3**); and

34.6.2 any other sum which is due and payable by the Lead Force to the Receiving Forces pursuant to this Agreement as at that date,

to the extent that the Lead Force has received the same from G4S under clause 53.11 of the Service Delivery Agreement.

34.7 Without prejudice to **Clause 34.6**, within 25 Business Days of termination or expiry the Lead Force shall submit to the Receiving Forces a comprehensive and detailed final settlement account (in writing) setting out any sums which remain due and payable to the Lead Force or any of the Receiving Forces (as the case may be) pursuant to this Agreement as at the date of the account. Within 15 Business Days of request from a Receiving Force, the Lead Force shall provide such further information or clarification in relation to the account as a Receiving Force requires. Within 15 Business Days of receipt of written notice from the Receiving Force that it approves the settlement account, if the settlement account shows a payment due from the Receiving Force the Lead Force shall submit a VAT invoice to the Receiving Force in respect of the sum in question and if the settlement account shows a payment due from the Lead Force the Receiving Force shall submit a VAT invoice to the Lead Force in respect of the sum in question. The Receiving Forces and the Lead Force (as the case may be) shall pay an amount equal to any invoice submitted to them on the date agreed between the Parties.

34.8 The provisions of **Clauses 34.4 and 34.6** are without prejudice to any other rights or remedies the Receiving Forces or the Lead Force may have pursuant to this Agreement and subject to **Clause 34.3**, in the case of the Lead Force, subject to the Lead Force having received the relevant information and/or payment (as applicable) from G4S under the equivalent provisions of the Service Delivery Agreement.

34.9 If Derbyshire Constabulary has its participation in the CJS-ICTP terminated in accordance with **Clause 33.6**, Derbyshire Constabulary shall:

34.9.1 continue to be liable for all Financial Contributions due from it to the Lead Force (for such time period as the Lead Force is required to make payments to G4S in accordance with the Service Delivery Agreement in relation to the provision of the NICHE System to Derbyshire Constabulary); and

34.9.2 indemnify the other Parties against all costs, claims, losses, expenses or liabilities

arising from, or as a consequence of any act, event or omission occurring before the expiry of the notice of their withdrawal from this Agreement; and

34.9.3 indemnify the other Parties against all costs, claims, losses, expenses or liabilities arising from, or as a consequence of the defending and/or otherwise dealing with the Challenge and any other costs, claims, losses, expenses or liabilities which arise out of Derbyshire Constabulary's exit or termination from the terms of this Agreement (to extent not recovered or recoverable pursuant to **Clause 34.9.2** or **Clause 34.9.4**); and

34.9.4 reimburse the Lead Force for any compensation it is liable to pay to G4S pursuant to clause 53.9 of the Service Delivery Agreement as a consequence of the termination in part.

34.10 If City of London Police has its participation in the CJS-ICTP terminated in accordance with **Clause 33.7**, City of London Police shall:

34.10.1 continue to be liable for all Financial Contributions due from it to the Lead Force (for such time period as the Lead Force is required to make payments to G4S in accordance with the Service Delivery Agreement in relation to the provision of the NICHE System to City of London Police); and

34.10.2 indemnify the other Parties against all costs, claims, losses, expenses or liabilities arising from, or as a consequence of any act, event or omission occurring before the expiry of the notice of their withdrawal from this Agreement; and

34.10.3 indemnify the other Parties against all costs, claims, losses, expenses or liabilities arising from, or as a consequence of the defending and/or otherwise dealing with the Challenge and any other costs, claims, losses, expenses or liabilities which arise out of City of London Police's exit or termination from the terms of this Agreement (to the extent not recovered or recoverable pursuant to **Clause 34.9.2** or **Clause 34.9.4**); and

34.10.4 reimburse the Lead Force for any compensation it is liable to pay to G4S pursuant to clause 53.9 of the Service Delivery Agreement as a consequence of the termination in part.

35. Intellectual Property Rights

35.1 Other than as expressly set out in this Agreement, the Gazetteer Licence or the NICHE Licence or MapInfo Licence, nothing in this Agreement shall have the effect of assigning, transferring or otherwise granting to any Party any right or interest in any Intellectual Property Rights of any other Party.

36. Assets

36.1 The Receiving Forces confirm that there are no assets of the Receiving Forces which shall need to transfer to the Lead Force to enable the Lead Force to comply with its obligations as set out in this Agreement.

36.2 The Parties agree that:

36.2.1 each Force shall perform its obligations utilising its own assets, facilities, equipment and premises; and

36.2.2 each Force shall therefore follow its own policies and procedures in regard to the purchase or lease of any assets, facilities, services, equipment or premises which it requires to perform its obligations under this Agreement.

37. Interest on late payment

37.1 If any Party becomes liable to pay another Party any sum pursuant to this Agreement, whether a liquidated sum or by way of damages or otherwise, that Party shall be liable to pay interest on such sum from the due date for payment at the at the statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 (the "Act").

37.2 For the purposes of section 4 of the Act, interest runs on a qualifying debt from the day after the due date for payment as specified by this Agreement.

38. **Conflict of Interest**

38.1 None of the Parties shall:

38.1.1 offer or agree to give any person working for or engaged by another Party or any subcontractor of another Party or any Regulatory Body any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Parties or their subcontractors or any Regulatory Body; nor

38.1.2 enter into this Agreement if it has knowledge that, in connection with it, any money has been, or shall be, paid to any person working for or engaged by another Party or any subcontractor of another Party or any Regulatory Body by or for that Party, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to that Party before the date of signature of this Agreement.

38.2 If any Party (in all cases whether or not acting with that Party's knowledge) breaches:

38.2.1 **Clause 38.1**; or

38.2.2 Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010 in relation to this Agreement or any other contract with the other Party or any other Contracting Authority or any Regulatory Body;

then any other Party may terminate its participation in the CJS-ICTP by written notice with immediate effect and recover from the Party in default the amount of any loss or damage resulting from the termination (including any payment due from the Exiting Party in accordance with **Clause 34.1 or Clause 34.3**).

38.3 Any termination under **Clause 38.2** shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Party terminating this Agreement.

39. **Public Interest Disclosures**

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

40. **Non-discrimination**

40.1 No Party shall, and each Party shall ensure that none of its sub-contractors shall, unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or similar or other Law relating to discrimination in employment and shall act at all times in a manner so as to assist the other Parties in the carrying out of its duties under applicable equality Law insofar as they relate to this Agreement.

40.2 Each Party shall take all reasonable steps to secure the observance of the provisions of **Clause 40.1** by all its employees.

41. **Assignment**

41.1 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.

42. **Waiver of rights**

42.1 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.

43. **Relationship of the Parties**

43.1 Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind, that would impose liability on one Party for the act or failure to act of another Party, or to authorise any Party to act as agent for any other Party. None of the Parties shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind any other Party.

44. **Costs and Expenses**

44.1 Subject to **Clause 44.2**, each Party shall pay its own costs and expenses in relation to the preparation, execution, completion and implementation of this Agreement.

44.2 The EM Receiving Forces shall reimburse Lincolnshire Police for the balance of its external legal costs in the preparation, negotiation and completion of the Four Force Collaboration Agreement and Five Force Collaboration Agreement after deduction of all sums received from grant payments received under the Grant Agreement up to a maximum of £25,000 in aggregate.

44.3 City of London Police shall reimburse Lincolnshire Police for its external legal costs in the preparation, negotiation and completion of this Agreement and Five Force Collaboration Agreement.

44.4 Any sums payable by the EM Receiving Forces pursuant to **Clause 44.2** shall be split between the Receiving Forces in accordance with EM Apportionment Ratio.

45. **Authorised representatives**

45.1 The functions, rights and powers conferred by this Agreement on each Party shall be exercised by appointed representatives who have specific authority for the role they perform.

45.2 Each Party shall inform the other Parties of the identity of its authorised representatives and the limits of their authority.

45.3 The Policing Bodies and SM Board shall not act on instructions given by any employee or officer of a Party (including any instructions to implement a contract change), unless the employee or officer is an authorised representative of that Party acting within the limits of his or her authority (as notified to that Party under **Clause 45.2**).

46. **Illegal/unenforceable Provisions**

46.1 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.

47. **Entire Agreement**

47.1 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 47** 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.

48. **Third Parties and Successors**

48.1 Except as otherwise provided by the PA96 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.

48.2 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.

48.3 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 and shall not constitute a material variation for the purpose of **Clause 24.3**.

49. **Notices**

49.1 Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or Parties 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.

Method of service	Deemed day of receipt
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

49.2 The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this **Clause 49**, the Chief Officer of each Force and the Policing Body for each policing area. The addresses for service are set out in **Schedule 4**.

50. **Further Assurances**

50.1 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.

51. **Counterparts**

51.1 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.

52. **Governing Law**

52.1 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 26,** the English Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

IN WITNESS whereof the Chief Officers have signed below on the date indicated:

Name:	
Signature:	
Date:	
Force:	Leicestershire Police

Name:	
Signature:	
Date:	
Force:	Lincolnshire Police

Name:	
Signature:	
Date:	
Force:	Northamptonshire Police

Name:	
Signature:	
Date:	
Force:	Nottinghamshire Police

Name:	
Signature:	
Date:	
Force:	Derbyshire Constabulary

Name:	
Signature:	
Date:	
Force:	City of London Police

IN WITNESS whereof the Policing Bodies have signed below on the date indicated:

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Leicestershire

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Lincolnshire

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Northamptonshire

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Nottinghamshire

Name:	
Signature:	
Date:	
Party:	The Police and Crime Commissioner for Derbyshire

Name:	
Position;	
Signature:	
Date:	
Party::	The Common Council of the City of London

SCHEDULE 1

Aims and Responsibilities

1. **Aims**

The aim of the CJS-ICTP is to:

1.1 create a single interoperable crime and justice platform for the Forces;

1.2 enable each Force to more effectively and efficiently share (between the Forces and with relevant third parties) its case, custody, crime, intelligence and general incident information in order to achieve its objectives in accordance with its police and crime plan.

2. **Responsibilities**

2.1 Each Force shall be responsible for cleansing its Police Data (including by merging/deleting any duplicate records) prior to the Police Data's input onto the NICHE System and shall ensure that the quality of its data is in accordance with MOPI.

2.2 Subject to **paragraph 2.1**, each Force shall be responsible for the migration of its data from that Force's existing system onto the NICHE System.

2.3 Subject to **paragraph 2.1**, each Force shall assist the other Forces with data migration, any home force user acceptance testing, any configuration of the NICHE Software, any training of users (including training in configuring the NICHE Software) and knowledge transfer relating to the use of the NICHE System across the Forces.

2.4 Each Force shall decide whether the Police Data it enters onto the NICHE System may be accessed by all Forces, or only by that Force, and which of its officers and employees (and the extent to which its officers and employees) shall be entitled to access Police Data on the NICHE System. It is anticipated that subject to relevant access control level settings in practice all Police Data entered onto the NICHE System shall be accessible by all Forces in accordance with this Agreement.

2.5 The EM Receiving Forces shall, subject to **paragraph 2.15**, access the NICHE System via the EMRN.

2.6 City of London Police shall access the NICHE System via the CoLP Connectivity.

2.7 The Lead Force shall be responsible for establishing and maintaining:

2.7.1 the Thurrock Connectivity to enable the EM Receiving Forces to access the NICHE System; and

2.7.2 the CoLP Connectivity to enable the City of London Police Forces to access the NICHE System.

2.8 The Lead Force shall access the NICHE System direct from its own systems using its own infrastructure.

2.9 The Lead Force shall be responsible for the hosting of the Police Data, the Gazetteer Software and the NICHE Software on the IT System.

2.10 The Lead Force shall be responsible for ensuring that the NICHE Software is configured in accordance with the configuration agreed by the Parties.

2.11 The Lead Force shall be responsible for performing secure back-ups of all the Police Data and shall ensure that up-to-date back-ups are stored off-site in accordance with **paragraph 2.14** and the Business Continuity Plan.

2.12 Each Receiving Force shall be responsible for implementing its own Business Continuity Plan where required in the event of any loss of access to the NICHE System arising from an internal incident not caused by or related to the NICHE System (i.e. a technical issue with the EMRN, the EMRN Connectivity, the CoLP Network or the Receiving Force's local ICT systems).

2.13 The Lead Force shall be responsible for maintaining, repairing and ensuring the continued availability of the NICHE System in accordance with **paragraph 2.14**, the Service Delivery Agreement, the NICHE Licence and the Business Continuity Plan.

2.14 The Lead Force shall be responsible for backing up the NICHE System and replicating it at the Lead Force's headquarters over the Lead Force's ICT network at Thurrock every 30 minutes.

2.15 The Thurrock Connectivity consists of two links into the IT System from the EMRN. In the event that a failure occurs at one of the links forming the Thurrock Connectivity, the Lead Force shall ensure that the second link shall activate and re-route the traffic allowing access by the EM Receiving Forces into the IT System to be maintained. In the event that both links fail or the Thurrock Connectivity does not allow access to the IT System from the EMRN for any reason, then the Lead Force shall reroute the data traffic via the Lead Force's ICT systems at its headquarters and shall permit and enable the EM Receiving Forces to access the IT System via the Lead Force's other ICT systems at the Lead Force's headquarters.

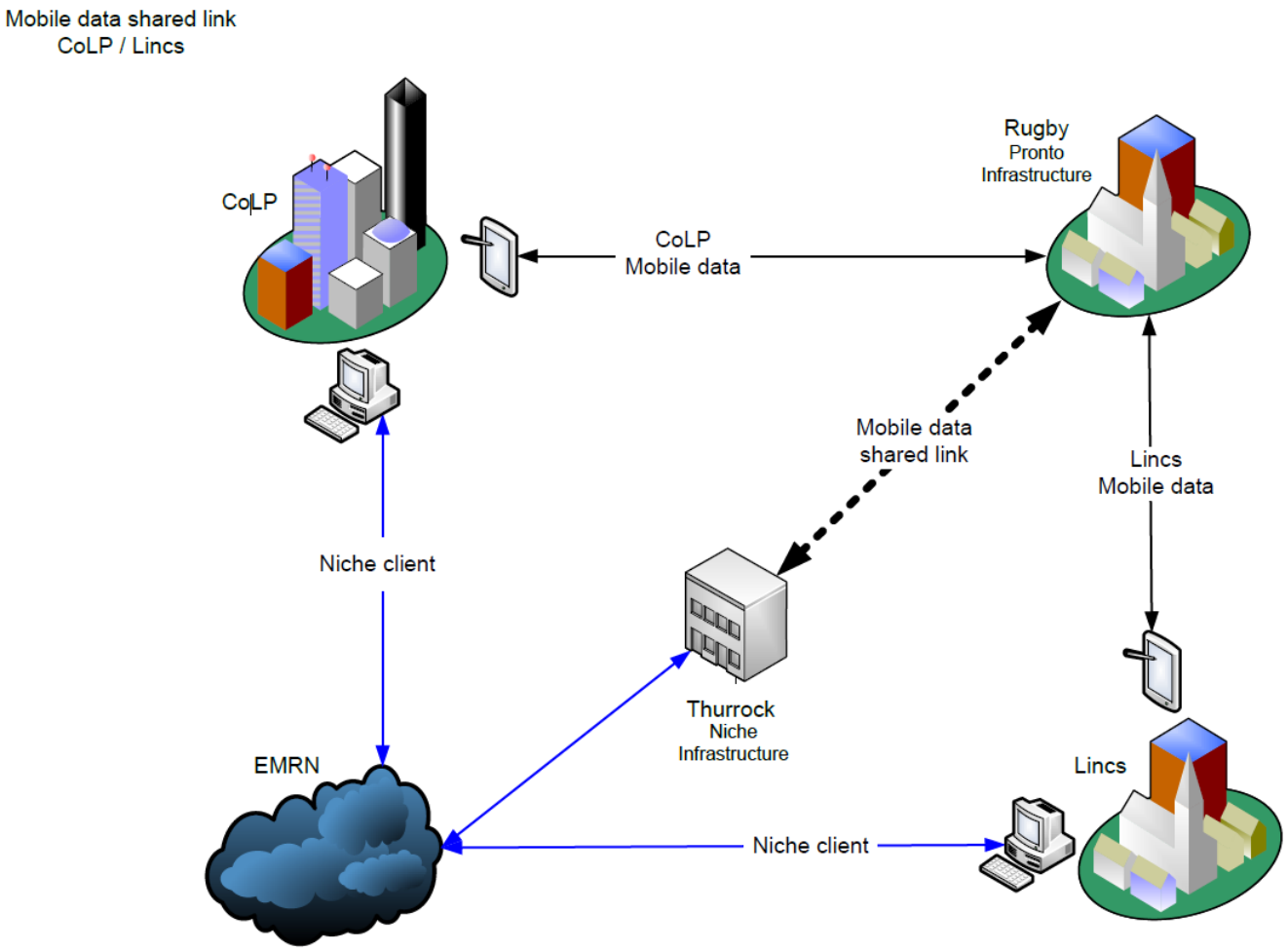
2.16 Subject to **paragraphs 2.17 and 2.18**, the Lead Force shall be responsible for ensuring that it has the necessary consents to host the NICHE Software and the Gazetteer Software on the IT System and to enable the Receiving Forces to access the Police Data and use the NICHE Software and the Gazetteer Software.

2.17 Leicestershire Police shall be responsible for ensuring that it has the necessary consent to use the NICHE Software.

2.18 City of London Police shall be responsible for ensuring that it has the necessary consent to use the NICHE Software.

2.19 The Lead Force shall procure that G4S shall be responsible for the CoLP Connectivity. If there is a failure of a single link within the CoLP Connectivity, City of London Police shall be responsible for ensuring that connectivity is rerouted to a secondary link and the Lead Force shall procure that G4S shall be responsible for reporting any issues to the third party supplier (Virgin Media) and working with Virgin Media to restore the CoLP Connectivity. Prior to contacting the Lead Force in relation to a failure of the CoLP Connectivity, the City of London Police shall be responsible for undertaking all local checks and tests to ensure that the failure in the CoLP Connectivity has not been caused by local issues, as further described in the Service Support Handbook.

2.20 The Lead Force and the City of London Police shall ensure that a pronto network link is put in place which shall allow for the current Ground Based Network (GBN) Connection between the Motorola/Airwave Rugby data centre and the Thurrock Data Centre to be shared in accordance with the diagram set out below.



2.21 The Lead Force shall be responsible for creating any sub-domain(s) required within the NICHE System for each of the Forces.

2.22 The Lead Force shall be responsible for testing the Thurrock Connectivity, the CoLP Connectivity and the IT System in accordance with the Service Delivery Agreement.

2.23 If any of the Forces have a technical issue with accessing the NICHE System, the relevant Force shall follow the process set out in the **Appendix to this Schedule 1**.

2.24 The Lead Force shall procure that all servers and services which form part of the NICHE System shall be suitably managed and delivered by G4S to maintain the integrity of the NICHE System, and the Lead Force's and Receiving Forces' Police Data at all times.

2.25 The Lead Force shall manage the NICHE System in accordance with any common policies set out in **Schedule 3**, guidelines and protocols issued by the Lead Force's Information Management Unit, and all MOPI guidelines, guidelines and protocols issued by the Lead Force's Information Management Unit, and all legislation applicable to the police service during the term of this Agreement.

2.26 The Lead Force shall procure that G4S shall carry out regular checks on the NICHE System, arrange repair of any faults found on the NICHE System and ensure inspections of the NICHE System are carried out.

2.27 The Lead Force shall procure that G4S shall install and configure server operating systems and service packs on the NICHE System; carry out firmware/driver/operating system patching of the NICHE System as required and shall ensure NICHE Software and Gazetteer Software patch releases are evaluated and applied in an appropriately timely fashion in accordance with the Service Delivery Agreement and the NICHE Licence.

2.28 The Lead Force shall ensure G4S deploys tools to monitor the NICHE System which shall enable them to proactively identify and address issues before an outage occurs.

2.29 The Parties agree that the City of London Police shall be entitled to access the EMRN for the sole purpose of creating, amending, viewing and accessing the data on the NICHE System in order to enable the City of London Police to use the NICHE System in the manner set out in this Agreement but shall have no other right in relation to the EMRN. The Forces shall have no right to view any data on the EMRN which is subject to a restricted access control setting meaning that such data cannot be viewed by all of the Forces.

2.30 In order to enable the City of London Police to access the EMRN in accordance with **paragraph 2.29** , the Lead Force shall procure that by the COLP Go Live Date:

2.30.1 G4S shall commission all necessary equipment and services required to allow for the City of London Police to access the EMRN for the duration of this Agreement and shall ensure that all appropriate wide area network lines, network links and network equipment are put in place in order to allow the City of London Police to connect into the EMRN (the "EMRN Equipment");

2.30.2 G4S shall ensure that appropriate security controls are put in place in relation to the EMRN to ensure that the City of London Police shall only have access to data which is included on the NICHE System; and

2.30.3 procure that the EMRN Equipment is supported and maintained by G4S for the duration of this Agreement and in accordance with the Service Support Handbook.

2.31 The City of London Police and the Lead Force agree that the costs of carrying out the obligations under **paragraph 2.30** are included in the price to be paid by the City of London Police as set out in Table 1 of Schedule 2 of this Agreement.

2.32 Each of the Forces shall be responsible for putting their own security and access controls in place and security policies in place to ensure the security of the EMRN and the security of the data on the EMRN.

3. **Provision of training**

3.1 Leicestershire Police shall be responsible for providing the following training and implementation support services to the City of London Police to support its transition onto the NICHE System in accordance with this Agreement:

3.1.1 Niche Train the Trainer courses;

3.1.2 Niche Training delivery: Modules 1 to 5 AND Sergeants, Custody, Property, PACE, CASE, Intel training, refresher.

3.2 Leicestershire Police shall provide the training and implementation support services referred to in **paragraph 3.1:**

3.2.1 in London on police premises or other premises secured by the Parties;

3.2.2 on weekdays (Monday to Friday) during business hours (between 8.30am and 5.30pm) in accordance with an agreed training schedule. A small amount of weekend work may be required and shall be provided where agreed between Leicestershire Police and City of London Police;

3.2.3 using experienced ICT Trainers aligned to City of London Police's training needs;

3.2.4 between 28th July 2017 and 25th October 2017 in accordance with the agreed training plan.

3.3 Leicestershire Police shall provide the training and implementation support services referred to in **paragraph 3.1** through the provision of the following staff resources:

3.3.1 0.5 FTE Project Manager (who will be a single point of contact for the training and shall be responsible for the training plan);

3.3.2 0.2 FTE Business Support;

3.3.3 0.5 FTE Designer;

3.3.4 1 FTE Team Leader; and

3.3.5 7 FTE Trainers.

3.4 In order to support Leicestershire Police in the provision of the training and implementation support services referred to in **paragraph 3.1,** City of London Police shall provide:

3.4.1 up to 8 FTE Trainers; and

3.4.2 a Project Manager (who will be responsible for identifying and agreeing the City of London Police's Training Needs and for liaising with its internal stakeholders).

3.5 City of London Police shall be responsible for providing (at its own cost) appropriate hotel accommodation required for any staff working away from their home Force in providing the training and implementation support services referred to in **paragraph 3.1**.

3.6 Leicestershire Police's Project Manager may cancel any training course at any time provided that it offers alternative dates for the training course to the City of London Police Project Manager at no additional cost.

3.7 City of London Police's Project Manager may cancel a training course at any time provided that it pays any cancellation fees incurred by Leicestershire Police (where claimed by Leicestershire Police). Where requested by City of London Police's Project Manager, Leicestershire Police's Project Manager will endeavour to offer alternative dates to deliver any training course cancelled and Leicestershire Police reserves the right to claim or waive any cancellation fee payable for the training course cancelled.

3.8 If City of London Police identify additional training requirements that emerge after the commencement of the agreed training schedule, Leicestershire Police shall recalculate the estimated amount of cost recovery payable for such additional training and subject to payment authorisations being given by the relevant City of London Police budget holder, additional training schedules shall be agreed and implemented by Leicestershire Police.

4. **Legacy Data Project**

4.1 The Lead Force shall procure that G4S shall assist the City of London Police to migrate UNIFI Crime, Non-Crime and Intelligence data into the NICHE System (the "Legacy Data Project").

4.2 As part of the Legacy Data Project, the Lead Force shall procure that G4S shall:

4.2.1 stand up the various technical environments that are required as part of the legacy data migration process and reset those environments for reload and retests;

4.2.2 work with the City of London Police to identify the list of data that needs to be migrated from UNIFI into the NICHE System (the "Legacy Data");

4.2.3 provide support and guidance for mapping the Legacy Data into the NICHE System;

4.2.4 mapping UNIFI "pick list" values to the corresponding pick list values in the NICHE System;

4.2.5 work with the Oracle DBA (who shall be appointed by the City of London Police) to extract the Legacy Data from UNIFI into a "staging area";

4.2.6 transform the staged data and load the Legacy Data into the NICHE System for data quality and user acceptance testing;

4.2.7 perform full technical testing of the Legacy Data migration solution and support the City of London Police in relation to data quality checking and user acceptance testing;

4.2.8 generate scripts for automatic MOPI grading, where reasonably practicable, as part of the transformation process;

4.2.9 perform a "dress rehearsal" to test the end to end process of extracting, staging, transforming and importing the Legacy Data into the NICHE System;

4.2.10 complete final import of the Legacy Data into the NICHE System;

4.2.11 migrate NSPIS Case and Custody data into a simple, searchable database.

4.3 The City of London Police shall support the Lead Force in identifying the data which is to be included in the definition of Legacy Data and the information to be migrated across as part of the Legacy Data Project:

4.3.1 for agreeing data mapping values;

4.3.2 for validating that the data has been migrated correctly; and

4.3.3 in liaising with G4S to assist in the decision making process.

5. **MapInfo Software**

There may be the following number of MapInfo Software installations in relation to each of the Forces as set out below:

	MapInfo Pro	MapInfo RunTime
City of London	1	1
Leicestershire	1	3
Nottinghamshire	0	1
Derbyshire	1	5
Northamptonshire	1	9
Lincolnshire	1	5

APPENDIX TO SCHEDULE 1

Process to follow in event of Technical Issues

1. **ICT Technical Support**

1.1 If any Force has a technical issue with the NICHE System then this should be reported to their local service desk during Normal Working Hours or to the local on-call ICT staff outside Normal Working Hours, who shall, in the first instance perform checks and tests to ensure that no local issues or changes are the cause of the technical issue being experienced.

1.2 From 7am to 7pm on any Business Day, if the issue cannot be resolved locally then the local Force service desk shall report it to Lincolnshire Police's ICT service desk on 01522 558765 and the Lead Force shall be responsible for managing the process from then on.

1.3 Outside Normal Working Hours, if the issue cannot be resolved locally by the local on-call staff then the local Force on-call ICT staff shall contact the Lead Force's on-call representative and the Lead Force shall be responsible for managing the process from then on.

1.4 Subject to **paragraph 1.6**, the Lead Force shall:

1.4.1 ensure that its ICT staff are available 24/7 to support any technical issues with the NICHE System in accordance with the terms of the Service Delivery Agreement; and

1.4.2 procure that G4S shall respond to issues raised by a Receiving Force's service desk and/or on-call ICT staff depending on the Severity level in accordance with the response times set out in the table below:

Description
Service Desk Responsiveness
98% of Severity Level 1 Calls received by telephone to the Service Desk to be Responded to within 20 minutes
98% of Severity Level 2 Calls received by the Service Desk to be Responded to within 30 minutes
95% of Severity Level 3 Calls received by the Service Desk to be Responded to within 2 hours (during Service Hours)
95% of Severity Level 4 Calls received by the Service Desk to be Responded to within 4 hours (during Service Hours)
Recovery Point Objective
For Tier 1 and 2 systems, the maximum accepted period for a loss of committed transactions shall be 30 minutes or less
System Availability
The Percentage Availability of Tier 2 Services shall be at least 99.8%
The Number of hours of Planned Downtime instigated by the Partner for a Tier 2 Service in any month shall be 12 hours or less

1.4.3 procure that G4S shall resolve major incidents in accordance with the response times set out below:

Description
Service Desk Responsiveness
98% of Severity Level 1 Calls received by telephone to the Service Desk to be Responded to within 20 minutes

98% of Severity Level 2 Calls received by the Service Desk to be Responded to within 30 minutes
95% of Severity Level 3 Calls received by the Service Desk to be Responded to within 2 hours (during Service Hours)
95% of Severity Level 4 Calls received by the Service Desk to be Responded to within 4 hours (during Service Hours)
Recovery Point Objective
For Tier 1 and 2 systems, the maximum accepted period for a loss of committed transactions shall be 30 minutes or less
System Availability
The Percentage Availability of Tier 2 Services shall be at least 99.8%
The Number of hours of Planned Downtime instigated by the Partner for a Tier 2 Service in any month shall be 12 hours or less

1.5 Severity levels are as defined in the current Service Support Handbook.

1.6 The Lead Force shall ensure that the Gazetteer Software is supported 8am to 5pm, Monday to Friday excluding bank holidays, with a 4 hour response time.

1.7 The Lead Force shall procure that G4S ensures that the MapInfo Software is supported in accordance with the terms of the licence granted from Aligned Assets to G4S.

SCHEDULE 2

Funding and Resource Principles

1. **Financial Contributions of Receiving Forces in relation to the CJS-ICTP**

1.1 The amounts payable by the Receiving Forces as referred to in **Clause 12.3** shall be as follows:

Table 1 – Data Centre Costs of NICHE System payable on Go Live

Relevant Receiving Force	Amount Payable
Leicestershire Police	£574,088
Nottinghamshire Police	£671,818
Northamptonshire Police	£391,678
Derbyshire Constabulary	£1,540,157.92
City of London Police	£1,452,000.00
Total	£4,629,741.92

Table 2 – Data Centre Costs of NICHE System payable annually

City of London Police	£44,000 for data centre and connectivity

Table 3 – Additional licence fees under the NICHE Licence

Relevant Receiving Force	Amount Payable
Nottinghamshire Police	£1,151,680
Northamptonshire Police	£744,200
Derbyshire Constabulary	£1,085,800

Table 4 – Additional licence fees for the Gazetteer Software

Relevant Receiving Force	Amount Payable
Leicestershire Police	£18,430
Nottinghamshire Police	£12,430
Northamptonshire Police	£12,430
Derbyshire Constabulary	£11,500
City of London Police	£24,405

Table 5 – Ongoing support costs in relation to the NICHE Software

Relevant Receiving Force	Amount Payable
Nottinghamshire Police	£172,752 per annum
Northamptonshire Police	£116,630 per annum
Derbyshire Constabulary	£162,870 per annum

Table 6 – Ongoing support costs in relation to the Gazetteer Software

Amount payable on 1 April 2017

Relevant Receiving Force	Amount Payable
Leicestershire Police	£9,240 per annum
Nottinghamshire Police	£11,060 per annum
Northamptonshire Police	£5,915 per annum
Derbyshire Constabulary	£8,785 per annum

Table 7 – Ongoing support costs in relation to the Gazetteer Software

Amount payable on 1 April 2018

Relevant Receiving Force	Amount Payable
Leicestershire Police	£5,167.14 per annum
Nottinghamshire Police	£4,406.38 per annum
Northamptonshire Police	£6,672.69 per annum
Derbyshire Constabulary	£5,668.99 per annum
City of London Police	£6,226.78 per annum

Table 8 – Ongoing support costs in relation to the Gazetteer Software

Amounts payable on 1 April 2019 and each 1 April thereafter

Relevant Receiving Force	Amount Payable
Leicestershire Police	£6,889.52 per annum
Nottinghamshire Police	£5,875.17 per annum
Northamptonshire Police	£8,896.93 per annum
Derbyshire Constabulary	£7,558.66 per annum
City of London Police	£6,226.78 per annum

Table 9 – Contribution to the Pronto Data Link

Relevant Receiving Force	Amount Payable
City of London	£7,500 payable on the later to occur of the date of this Agreement and the COLP Go Live Date
City of London Police	£10,000 per annum payable on 1 April 2018 and each 1 April thereafter

Table 10 – Legacy Data Back Record Conversion

Relevant Receiving Force	Amount Payable
City of London Police	£170,200 payable on the date of this Agreement and the COLP Go Live Date
City of London Police	£119,860.00 payable on 1 April 2018

Table 11 – NICHE Technical Support Team

Amounts payable on 1st April 2018 and each 1 April thereafter

Relevant Receiving Force	Amount Payable
Leicestershire Police	£90,269.22 per annum
Nottinghamshire Police	£90,269.22 per annum
Northamptonshire Police	£90,269.22 per annum
Derbyshire Constabulary	£90,269.22 per annum
City of London Police	£90,269.22 per annum

1.2 By way of example of possible payments due in accordance with **Clause 12.3** and this Schedule: if Nottinghamshire Police Go Live Date is 1st October 2016, Nottinghamshire Police shall be liable to pay:

1.2.1 on the Go Live Date, the sum of £1,835,928 (being £671,818 data centre costs; £1,151,680 additional licence for NICHE Software and £12,430 additional licence for Gazetteer Software);

1.2.2 on 1st April 2017, the sum of £91,906 (being one half of the total annual support fees payable as per **paragraph 1.1**– on the basis that the period from Go Live Date to 1st April 2017 is 6 months, leaving 6 months (i.e. half) unused/in credit);

1.2.3 on 1st April 2018 and annually thereafter, the sum of £183,812 (being £172,752 NICHE Software support costs and £11,060 Gazetteer Software support costs).

1.3 The Parties acknowledge that the additional licence fees and ongoing support costs for the NICHE Software have been agreed with G4S and/or NICHE Technology UK Limited on the basis that the relevant Receiving Forces have the following maximum number of police officers:

- Nottinghamshire Police: 1,888
- Northamptonshire Police: 1,220
- Derbyshire Constabulary: 1,800

1.4 The Parties agree that:

1.4.1 a change to the licence fee and/or the support costs in the event of an increase of police officers above the maximum figures stated in **paragraph 1.3**; and/or

1.4.2 any upgrades to the Gazetteer Software requested by the Receiving Forces; and/or

1.4.3 any material amendment to the NICHE System which is required by the Receiving Forces as a direct result of an amendment to nationally mandated processes and systems which could not have been reasonably foreseen by G4S as at the date of this Agreement; and/or

1.4.4 any request from a Receiving Force for a change in the number of Microsoft Server Licenses as set out in the Amending Agreements;

1.4.5 any request by a Receiving Force that the NICHE System interfaces with and is interoperable with systems in addition to those set out for that Receiving Force in the Amending Agreements and which would require a material adjustment to the NICHE System; and/or

1.4.6 any change to the agreed configuration which is required by the Receiving Forces and which has a material impact on G4S as either a material change to the NICHE System is required or a material change in support and maintenance of the NICHE System is required,

may subject to **paragraph 1.6** result in a change to the fees under the Amending Agreements which would then result in an appropriate change to the Financial Contributions (on a fair and proportionate basis depending on the nature of the change and the Force(s) requesting the change) and, if so, any such change to the Financial Contributions shall not be deemed a material variation for the purposes of **Clause 24.3.**

1.5 If there is a change to the Microsoft Server Licences such that they are upgraded to Windows 2014 or any future release or there is any other upgrade to infrastructure or software, this shall be deemed to be included in the Financial Contributions and no additional amounts shall be payable by the Receiving Forces.

1.6 The Lead Force shall (and shall procure that G4S shall) negotiate in good faith and shall act reasonably and in the spirit of cooperation in seeking to agree any appropriate adjustment (which could be an upwards or a downwards adjustment) to the fees payable under the Amending Agreements and shall at all times be demonstrated by the Lead Force on an Open Book basis, shall be reasonable and proportionate and shall be mitigated by the Lead Force.

1.7 The Parties agree that if NICHE Technology UK Limited, Northgate Public Services (UK) Limited, Aligned Assets or any other provider of the Gazetteer Software or the MapInfo Software impose an inflationary increase in the licence fees payable by G4S for the NICHE Software or the Gazetteer Software or the MapInfo Software, then the Lead Force shall notify the Receiving Forces of such increase as soon as reasonably possible following receipt of such notification from G4S, NICHE Technology UK Limited, Northgate Public Services (UK) Limited, Aligned Assets or any other provider of the Gazetteer Software or the MapInfo Software and following the later of the date of notification or the date on which G4S imposes its increase on the Lead Force, the licence fees payable by the Receiving Forces shall be increased in direct proportion to such increase and shall be paid by each Receiving Force on a pass through basis.

1.8 The Parties agree that each Receiving Force shall need to obtain the consent of its respective Policing Body if any change to the data centre costs, licence fees and/or support costs would result in an increase requiring approval in accordance with that Receiving Force's standing orders or other internal policies.

1.9 The Parties agree that in consideration of the City of London Police entering into this Agreement and paying towards the costs of the NICHE System as set out in this **Schedule 2**, each of the East Midlands Forces shall have a share of £199,000 (one hundred and ninety nine thousand pounds) which shall unless otherwise agreed between the Parties, be shared in accordance with the following apportionment ratio:

1.9.1	Derbyshire Constabulary – £43,382	21.80%
1.9.2	Leicestershire Police – £45,531.20	22.88%
1.9.3	Lincolnshire Police – £26,208.30	13.17%
1.9.4	Northamptonshire Police – £29,591.30	14.87%
1.9.5	Nottinghamshire Police – £54,287.20	27.28%

1.10 Unless otherwise agreed between the Parties, the Lead Force shall pay the relevant share as calculated in accordance with **paragraph 1.9** to the relevant East Midlands Forces within 30 days following receipt of the payments due from the City of London Police under **Table 1** of this Schedule.

2. **External Funding**

2.1 At the commencement of this Agreement, there is external Home Office funding for the CJS-ICTP for the benefit of the East Midlands Police Forces under the terms of the Grant Agreement.

2.2 The Parties agree to abide by the terms of the Grant Agreements and not through any act or omission compromise the allocation of grant funding for the CJS-ICTP.

2.3 The periods in respect of which external funding shall be provided for the East Midlands Police Forces under the terms of the Grant Agreement are:

2.3.1 1st April 2014 to 31st March 2015 ("Year 1"); and

2.3.2 1st April 2015 to 31st March 2016 ("Year 2").

2.4 The amount of grant ("Grant Amount") payable by the Home Office to the Policing Body for Lincolnshire Police under the terms of this Grant Agreement, shall not be more than 52% of the total costs incurred during Year 1, not exceeding £2,922,000 (two million nine hundred and twenty two pounds), and shall not be more than 51% of the total costs incurred during Year 2, not exceeding £2,418,000 (two million four hundred and eighteen pounds).

2.5 In Year 2, payment of the outstanding Grant Amount shall be subject to compliance by the Parties with the terms and conditions of the Grant Agreement during the preceding year and confirmation by the Secretary of State for the Home Office that the project (for which funding was granted) still meets its strategic/funding objectives.

2.6 The Parties acknowledge that the amount of Financial Contributions payable by the EM Receiving Forces set out in **paragraph 1** have been calculated taking into account that certain infrastructure and other costs of the CJS-ICTP have been paid for out of the Grant Amount.

3. The Parties agree that, as a result of the expiry of the Grant Agreements, there may be some additional amounts which need to be paid by the Receiving Forces and the Parties shall work together in good faith to seek to agree any additional amounts to be paid.

4. **Funding Share**

4.1 The All Force Apportionment Ratio for 2017/18 is:

4.1.1	Derbyshire Constabulary	19.58%
4.1.2	Leicestershire Police	20.55%
4.1.3	Lincolnshire Police	11.83%
4.1.4	Northamptonshire Police	13.35%
4.1.5	Nottinghamshire Police	24.47%
4.1.6	City of London	10.22%

4.2 The RF Apportionment Ratio for 2017/18 is:

4.2.1	Derbyshire Constabulary	22.20%
4.2.2	Leicestershire Police	23.30%
4.2.3	Northamptonshire Police	15.14%
4.2.4	Nottinghamshire Police	27.77%
4.2.5	City of London	11.59%

4.3 The EM Apportionment Ratio for 2017/18 is:

4.3.1	Derbyshire Constabulary	25.11%
4.3.2	Leicestershire Police	26.36%
4.3.3	Northamptonshire Police	17.12%
4.3.4	Nottinghamshire Police	31.41%

5. **Other contributions from the Parties**

5.1 This includes all non-financial contributions made by a Chief Officer or Policing Body to the CJS-ICTP. It shall include the ad-hoc provision of staff time (HR, Strategic Estates, IS, legal etc.) which it provides in performing its obligations set out in **Schedule 1** and/or which are ancillary to the achievement of the aims of the CJS-ICTP but which do not form part of the costs set out above.

5.2 For the avoidance of doubt, unless otherwise agreed in writing by the Parties non-financial contributions pursuant to **paragraph 5.1** shall be provided at no cost to the CJS-ICTP and the Receiving Forces agree that they shall not deduct the costs incurred in relation to such non-financial contributions from the payments due from them pursuant to **paragraph 1**.

6. **Amounts payable to Leicestershire Police to reimburse for training costs**

6.1 The City of London Police shall reimburse Leicestershire Police for an amount up to a capped amount of £365,000 (exclusive of VAT) based on the scope of work which is set out in **paragraph 3.1** of **Schedule 1** in consideration of the provision of that work. If the scope of the works in **paragraph 3.1** of **Schedule 1** is amended or goes beyond 3rd November 2017, the City of London Police and Leicestershire Police shall seek to agree any adjustment to the fee.

6.2 The fee shall be calculated as referred to in **paragraph 6.1** of this Schedule 2, by reference to the number of days of training provided by Leicestershire Police to the City of London Police multiplied by the appropriate daily rate of the person who has delivered the training. The daily rates are as follows:

Role	Day rate
Project Management	£466 per day
Sgt / Design Team Leader	£478 per day
Trainers - EMCHRS	£334 per day
Trainers - Stag Solutions	£350 per day
Trainers - Red Snapper	£450 per day
BTO	£368 per day
Admin	£97 per day

6.3 The City of London Police and Leicestershire Police agree that the capped fee of £365,000 (exclusive of VAT) excludes any travel or accommodation expenses incurred by Leicestershire Police in providing the support referred to in **paragraph 3.1** of **Schedule 1** (the "Support") and that:

6.3.1 the City of London Police shall be responsible for providing (at its own cost) appropriate hotel accommodation required for any staff working away from their home Force in providing the Support; and

6.3.2 Leicestershire Police shall separately invoice (at cost) for any travel expenses incurred by any staff in attending any location other than its home Force in providing the Support.

7. **The City of London Police and Leicestershire Police acknowledge that the following invoices have been issued and paid by City of London Police as at the date of this Agreement**

Date	Invoice No.	Purchase Order No.	Description	Value (£)
18/08/2017	2002077	773878	EMCHRS Training Delivery for Niche Project M1	91,250
17/10/2017	2002262	775313	EMCHRS Training Delivery for Niche Project M2	91,250
17/10/2017	2002263	775313	EMCHRS Training Delivery for Niche Project M3	91,250
29/11/2017	2002386	775313	EMCHRS Training Delivery for Niche Project M4	91,250

08/12/2017	2002401	775209	EMCHRS Travel for Niche Training Delivery	30,910.35

APPENDIX TO SCHEDULE 2

Grant Agreement

Home Office

GRANT AGREEMENT

SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE

AGREEMENT

FOR THE POLICE INNOVATION FUND BID 2014/069

FOR THE 2014/15 AND 2015/16 FINANCIAL YEARS

Finance and Strategy Directorate
Home Office
2 Marsham Street
London
SW1P 4DF

HOME OFFICE GRANT TERMS AND CONDITIONS FOR THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE APPLYING WITH EFFECT 1ST APRIL 2014 TO 31ST MARCH 2016

1. **Introduction and definitions**

1.1 This agreement (the "Grant Agreement") consists of 23 Clauses, 3 Schedules and 2 Annexes. It is supplementary to the Grant Letter (as defined below) and replaces any previously agreed grant terms and conditions for The Police and Crime Commissioner for Lincolnshire for the Police Innovation Fund bid 2014/069.

1.2 In this Grant Agreement:

The "**Authority**" means the Secretary of State for the Home Department acting through the Efficiency and Resources Unit.

The "**Funding Period**" means the financial year[s] from 1st April 2014 to 31st March 2015 (Year1), and 1st April 2015 to 31st March 2016 (Year 2).

The "**Grant**" means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than Year 1: 52% of the total costs, not exceeding £2,922,000 (two million nine hundred and twenty two pounds), Year 2: 51% of the total costs, not exceeding £2,418,000 (two million four hundred and eighteen pounds).

The "**Grant Letter**" means the letter dated 25 July 2014 from the Authority to the Recipient which sets out supplementary information in relation to the Grant.

The "**Purpose**" means to fund the Recipient's bid for the Police Innovation Fund number 2014/069, as detailed in Schedule 1.

The "**Recipient**" means the Police and Crime Commissioner for Lincolnshire, Police HQ, Deepdale Lane, Nettleham, Lincoln LN2 2LT, herewith referred to as the "Recipient".

1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

Terms and conditions

2. Grant Offer

2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement and the Grant Letter, the Authority offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.

2.2 The Recipient acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Letter.

2.3 This Grant is paid to the Recipient in exercise of the power conferred by section 57(1) of the Police Act 1996.

3. Purpose and extent of the Grant

3.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Authority. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Project").

4. Amount of the Grant

4.1 The Authority has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

5. Timing of the Grant

5.1 Payments will be made in arrears, in accordance with Schedule 2, within 25 working days of the receipt of a payment request in the form of Annex A and the supporting monitoring information set out at **Schedule 3**.

5.2 In order for any payment to be released, the Authority will require the Recipient to:

5.2.1 have signed and returned a copy of this Grant Agreement to the Authority,

5.2.2 have provided the appropriate bank details, and

5.2.3 be in compliance with the terms and conditions of this Grant Agreement.

5.3 The Authority reserves the right to withhold all or any payments of the Grant if the Authority has reasonably requested information/documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

5.4 The Authority is not permitted to pay the Grant in advance of need. If the Authority reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.

5.5 For the second year of the Funding Period, payment of the outstanding Grant Amount will be subject to compliance by the Recipient with the terms and conditions of this Grant Agreement during the preceding year and confirmation by the Authority that the Project still meets its strategic/ funding objectives. If the Authority decides to make a Grant payment in respect of Year 2, it will confirm this in writing to the Recipient by no later than **2 May** in the relevant year.

6. Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

7. Managing the Grant

7.1 Each party must notify the other of:

the nominated person who will act as the party's authorised representative; and

(b) the contact details of the authorised representative and any deputies.

7.2 The Authority requires the Recipient to submit in-year monitoring information as detailed in **Schedule 3**.

7.3 The Authority may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

7.4 An end of year monitoring report (also referred to as an "outturn statement") shall be submitted by the Recipient to the Authority on or before 30th April of each financial year. This report must:

(a) be in the format set out in Annex B;

(b) be signed by a Treasurer, Finance Officer or equivalent; and

(c) contain a detailed breakdown of expenditure for the entire Funding Period.

7.5 The Authority may, in addition, ask the Recipient to provide it with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.

7.6 The Recipient must notify the Authority as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds cannot be carried over to the following financial year except with the express consent of the Authority.

7.7 In the event of an underspend the Authority will continue to fund 52% in year 1 and 51% in year 2 of the revised project costs. By exception, the Authority can agree to fund more, but never less, than 52% in year 1 and 51% in year 2.

7.8 If an overpayment of the Grant has been made, the Authority will recover the payment.

7.9 The Recipient may not vire funds between this Grant and other grants made to it.

7.10 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

7.11 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the Authority.

8. Records to be kept

8.1 The Recipient must:

(a) maintain and operate effective monitoring and financial management systems; and

(b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):

(a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and

(b) a signed undertaking that the partner will retain such documents for the period prescribed above.

8.3 Where funds provided under this Grant Agreement are spent on capital items, the Recipient must, where applicable:

(a) Maintain an asset register of such capital assets. This register shall record as a minimum, (i) the date the item was purchased, (ii) the price paid and (iii) the date of disposal

(b) Provide proof of insurance coverage for the useful life of the relevant capital asset

(c) Make the capital assets available for inspection

8.4 The Authority may require the Recipient to:

(a) Seek approval prior to disposal of any of the capital assets; and

(b) Return proceeds from sale of any capital assets to the Authority.

8.5 Assets purchased using the Grant will be the property of the Recipient. The threshold for capitalisation is to be set by the Recipient to ensure it is consistent with the Recipient's own accounting policies.

9. Audit and inspection

9.1 The Recipient, without charge, will permit any officer or officers of the Authority, external auditing bodies (ie National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition,

examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to conduct an audit.

9.2 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope.

9.3 The value and purpose of this grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).

9.4 The Recipient will send the Authority a copy of its audited accounts.

10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

10.1. The Recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient).

10.2. No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.

10.3 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

11. Procurement procedures

11.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.

11.2. The Recipient must ensure it complies with requirements of the Public Contracts Regulations 2006 (SI 2006/5) when procuring works, goods or services as appropriate using Grant monies.

11.3. If the Recipient follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:

(a) the requirement can demonstrably be met only by proprietary or specialist equipment; or

(b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or

(c) there are simply no alternative sources of supply.

12. Conflict of interest and financial or other irregularities

12.1 Members, and employees of the Recipient shall be careful not to be subject to conflicts of interest.

12.2 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

12.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

12.4. For the purposes of **Clause 12.3**, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Authority.

13. Breach of Grant Conditions

13.1 If the Recipient fails to comply with **any** of the conditions set out in this Grant Agreement, or if any of the events mentioned in **Clause 13.2** occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

13.2 The events referred to in **Clause 13.1** are as follows:

a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Authority;

b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material;

c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;

d) The Recipient changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;

13.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.

13.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Authority's concern or rectify the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

13.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable return to the Authority any assets or property or any unused funds (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

14. Insurance coverage

14.1. The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the Authority on request.

14.2. Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Authority, acting reasonably, may agree that the provisions of **Clause 14.1** above shall be waived..

15. Indemnity

15.1 The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.

15.2. The Recipient agrees to indemnify the Authority for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

16. Intellectual Property Rights

16.1 The Recipient shall grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as the Authority shall deem appropriate.

16.2 Publicity and written material relating to the work funded by this Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the Authority's logo.

17. Funding Period and Termination

17.1. The Authority does not commit to renew or continue financial support to the Recipient after the Funding Period.

17.2 The Authority may terminate this Agreement forthwith by serving a written notice on The Recipient if:

a) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;

b) The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;

c) The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Authority agrees in writing) of being served with a notice pointing out the breach requiring its rectification.

17.3 The Recipient may terminate this Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Authority has failed to make payment of that sum within 28 days of receiving the request.

17.4 Notwithstanding **Clauses 17.2** and **17.3** above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) months notice in writing.

17.5 With reference to **17.4** above, in the event that either party exercises its right to give notice of termination under this Agreement, the Authority will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in **Clause 17.2** above.

17.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.'

18. Amendments to the Grant Agreement

18.1 This Grant Agreement and the Grant Letter set out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

18.2 Any amendments to this Grant Agreement and/or the Grant Letter shall only be valid if they are in writing and signed by an authorised representative of both parties.

19. Freedom of Information

19.1 Where applicable, the Recipient and the Authority are required to comply with the Freedom Of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.

19.2 The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement

20 Transparency

20.1 The Recipient acknowledges that the Authority shall disclose payments made against this grant of value £25k and above, in accordance with the Government's transparency agenda.

20.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

21. Notices

21.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

21.2 Notices delivered hereunder shall be deemed to be delivered:

21.2.1 if delivered by hand, upon receipt;

21.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

21.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:

(a) when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and

(b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

22 Contract (Rights of Third Parties) Act 1999

22.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

23. Governing Law

23.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

Home Office

Finance and Strategy Directorate

August 2014

ACCEPTANCE OF GRANT

The Police and Crime Commissioner for Lincolnshire accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Police and Crime Commissioner for Lincolnshire**:**

Project Manager/Project Contact

Signature:	
Name:	
Date:	
Position:	

Treasurer, Finance Officer or equivalent (if different to above)

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

Signed on behalf of the Finance and Strategy Directorate:

Signature:	
Name:	
Date:	
Position:	

HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Adelphi codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0120	204010	79187	79188	2054022	

SCHEDULE 1 – THE PROJECT

Purpose

East Midlands bid to deliver a four force interoperable ICT platform for Crime, Intelligence, Case File and Custody

Key deliverables

- Configure a multi-force software instance of NicheRMS
- Install multi-force platform on the secure data centre
- Leicestershire Police: deploy the crime and intelligence modules
- Lincolnshire: deploy the crime, intelligence, case and custody modules
- Northamptonshire: deploy the crime, intelligence, case and custody modules
- Lincolnshire: migrate to Niche NC5 v2

IT related bids

- If the work outlined in **Schedule 1** includes the provision of IT hardware or software, the Authority recommends that the Recipient includes Bluelightworks (email e) in its planning.

Expenditure overview

2014/15

Activity establish delivery teams	Contribution to funding	Capital/Resource
Technical implementation team – data centre	£320,000	Resource
Technical implementation team – system integration	£397,000	Resource
Strategic delivery partner – implementation design	£1,450,000	Resource
Strategic delivery partner – benefits	£45,000	Resource
Dedicated change team	£710,000	Resource

2015/16

Activity	Contribution to funding	Capital/Resource
Technical implementation team – data centre	£160,000	Resource
Technical implementation team – system integration	£613,000	Resource
Strategic delivery partner – implementation design	£900,000	Resource

Strategic delivery partner – benefits	£35,000	Resource
Dedicated change team	£710,000	Resource

- As detailed in paragraph 7.7, in the event of an underspend, the Authority will continue to only fund their percentage contribution detailed in paragraph 1.2. For example. The Authority has agreed to pay 40% of a £10,000 project, £4,000. If the project only spends £5,000, the Authority will only fund up to 40% of the revised costs, £2,000.
- By exception, the Authority can agree to fund more than their percentage contribution, but will not fund less than this.

SCHEDULE 2 – PAYMENT SCHEDULE

Payment Reference	Period: From	To	Payment date*
1	July 2014	October 2014	December 2014
2	November 2014	March 2015	May 2015
3	April 2015	March 2016	May 2016
4			
5			
6			
7			
8			
9			
10			
11			
12			

*Subject to Clause 5.

SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

In addition to the provision of Annex A supported by a breakdown of expenditure, the Authority requires the following in-year monitoring information to be provided:

- The Authority requires the Recipient to provide financial management to ensure full expenditure and provide updates to the Authority at the end-year. The recipient must identify any possible underspend and notify the Authority as soon as reasonably practicable that an underspend is forecast.
- The Recipient must provide updates on a quarterly basis on the progress of work this Grant is used for, and particular savings, benefits and efficiencies being realised.
- The Authority expects all successful Police Innovation Fund bids to incorporate a robust and thorough evaluation of the project. All evaluation plans for the project detailed in **Schedule 1** should be sent to the Authority no later then two months from the date of the Grant Letter.
- The Authority encourages the Recipient to seek support from the College of Policing when drawing up evaluation plans. Evaluation design surgeries will be offered throughout September. There will be limited availability – to book a place please contact the College via Paula Crowhurst on paula.crowhurst@college.pnn.police.uk 0203 113 7258.

Note: The in-year monitoring information requirements are separate to the requirements detailed in Clause 7.4 and Clause 9. The Authority may request the Recipient to clarify any information provided.

ANNEX A

PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT

Grant Recipient:	Grant Stream:
Police and Crime Commissioner for Lincolnshire	Police Innovation Fund

Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		
(2a) Actual expenditure in this period[1]		
(2b) Forecast expenditure in the period[2]		
(3) Funding request for this period		
(4) Total funding received and requested (1+3)		

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in **Schedule 3**, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

Signature:			
Name (printed):		Date:	

[1] To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1.

[2] This line is to be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of 31 March (end of the financial year).

Position:	

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX B

END OF YEAR FINANCIAL MONITORING REPORT - APRIL 2014 TO MARCH 2015

The form should be completed and certified by the Recipient's Treasurer, Finance Officer or equivalent and returned to the Authority in accordance with **Clause 7**.

Grant Recipient: Police and Crime Commissioner for Lincolnshire

Grant Stream: Police Innovation Fund

Expenditure Category:	Actual Resource Expenditure (£)	Actual Capital Expenditure (£)
Technical implementation team – data centre		
Technical implementation team – system integration		
Strategic delivery partner – implementation design		
Strategic delivery partner – benefits		
Dedicated change team		
TOTAL EXPENDITURE:		
TOTAL GRANT PROVIDED:		
VARIANCE: total grant provided minus total resource expenditure (To be returned to the Authority in accordance with Clause 7.6)		
Reason for variance:		

TREASURER, FINANCE OFFICER OR EQUIVALENT CERTIFICATION

I certify to the best of my knowledge and belief that:

a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the grant being claimed;

b) The expenditure has been incurred only for the purposes set out in the terms and conditions of the grant agreement for the above grant stream.

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

SCHEDULE 3
Common Policies

Details of any common policies to be inserted when prepared and agreed by the Parties.

As at the date of this Agreement, there are no common policies.

SCHEDULE 4

Addresses for Service

The Police and Crime Commissioner for Leicestershire, St John's Enderby Leicestershire LE19 2BX

The Police and Crime Commissioner for Lincolnshire, Police Headquarters, Deepdale Lane, Nettleham, Lincoln, Lincolnshire, LN2 2LT

The Police and Crime Commissioner for Northamptonshire, Wootton Hall, Northampton, NN4 0JQ

The Police and Crime Commissioner for Nottinghamshire, Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU

The Police and Crime Commissioner for Derbyshire, Police Headquarters, Butterley Hall, Ripley, Derbyshire, DE5 3RS

The Chief Constable of Leicestershire Police Force Headquarters, St Johns, Enderby, Leicester, LE19 2BX

The Chief Constable of Lincolnshire Police, Police Headquarters, Deepdale Lane, Nettleham, Lincoln, Lincolnshire, LN2 2LT

The Chief Constable of Northamptonshire Police, Wootton Hall, Northampton, NN4 0JQ

The Chief Constable of Nottinghamshire Police, Sherwood Lodge, Arnold, Nottingham, NG5 8PP

The Chief Constable of Derbyshire Constabulary, Police Headquarters, Butterley Hall, Ripley, Derbyshire, DE5 3RS

The Comptroller and City Solicitor, The City of London Corporation, Guildhall, London EC2P 2EJ (on behalf of the City of London Police) save in relation to any matters relating to Police Data/ Data Protection/ MoPI where Service shall be on the Commissioner of Police for the City of London.

SCHEDULE 5

NICHE Licence

Sub - licence for
Niche between G4S a

SCHEDULE 6

NICHE Software

The NICHE software includes the following modules – Crime, Intelligence, Case, Custody and the General Incident Module (GIM). The current version of this software as at 31/07/2017 is: 5.04.06.12.03

The Niche RMS website describes the software as follows:

Niche RMS is a single, unified, operational policing system that manages information in relation to the core policing entities – people, locations, vehicles, organizations (businesses or other groups), incidents (or occurrences) and property/evidence.

Niche RMS is an incident-centric system. Policing is about managing incidents and, irrespective of the incident type, there are common information requirements in relation to the location, people involved, vehicles involved or property relevant to the incident – for example, a stolen television, a damaged car or a weapon.

Tasking and workflow functions support the management of an incident in the system: tasking an officer to take a statement, submit a report, etc. An overview of tasks being undertaken in relation to any particular incident, by an individual or a team, offers multiple options for understanding and reviewing progress on specific investigations or individual workloads. Workflow automates the movement of information within the application, automatically creating tasks, changing data security and performing other actions.

Niche RMS features a sophisticated security model that controls access to information at the domain level (typically a geographical policing area or a single police force in a multi-jurisdictional system) and at the role level (police positions such as patrol officer, supervisor, etc.). Additionally, Access Control Lists (ACLs) can be applied to individual records or groups of records to exercise fine-grained control over who can access what in the system.

There are four main functional areas to Niche RMS:

Crime management - Crime recording and management functionality supporting compliance with national standards where appropriate – for instance, the UK's National Crime Recording Standard and the UCR and NIBRS statistical requirements in Canada and the US. Includes the capability to identify and manage race crime, homophobic crime and repeat victimization.

Intelligence management - Functionality supporting intelligence management. This could include material from covert sources, street stop checks, field observations, etc. The granular security model also allows informant management to be contained within the RMS. Because Niche RMS provides the capability for all police agency data to be managed in a single system it can be used as the Intelligence Fusion Centre for a jurisdiction.

Custody management - Full-featured custody/booking functionality supporting the capture of digital images of detainees and interfaces to facial recognition systems and fingerprint systems, meeting all process and legislative requirements of the jurisdictions where it is in use.

Case preparation - Fully-featured electronic case preparation including warrant management, witness and victim management functionality. In the UK, Niche RMS is approved by NPCC (the Association of Chief Police Officers), HO (the Home Office) and CJIT (Criminal Justice Information Technology) for interfacing to the Criminal Justice Exchange. A number of UK services are live with this functionality and meeting the nationally mandated requirements to support "joined-up justice."

In addition to the four core modules the receiving forces have all opted to purchase the general incident module (GIM). The functionality that this module can provide is listed below, but not limited to:

General incident management – Other current customers are using Niche RMS to manage areas such as street interventions, road traffic incidents (injury and non-injury accidents), sudden deaths, missing persons, child protection matters, domestic violence, neighbour disputes, prostitution, begging, anti-social behaviour, vulnerable persons, harassment, and general licensing (liquor licensing, licensed

premises visits, etc.). This functionality can also be used to support operations targeting criminal networks, gangs or other organizations as well as problem solving and neighbourhood policing models.

The receiving forces are implementing elements of this functionality as part of the agreed scope. Any future further GIM functionality shall be subject to due diligence, further business cases and projects where appropriate.

The Audit and Reporting databases shall be available to the Forces on any Business Day. The data held within the reporting database shall be an almost instantaneous replication of the live NICHE System. The audit transaction logs executed in the live NICHE System shall be loaded into the Audit database. The data held in the Audit database shall be no more than five days behind the date held in the live NICHE system where the audit logs were created.

SCHEDULE 7

Microsoft Server Licences

The below table sets out the Microsoft Server Licences purchased by G4S to enable the provision of the NICHE System:

Environments/ Server Type	Server OS	Quantity	Windows Licenses
Production (Niche Data Server)	Windows Server 2012 R2	10	5
Preproduction & Development (Niche Data Server)	Windows Server 2012 R2	1	1
Training (Niche Data Server)	Windows Server 2012 R2	5	5
Preproduction (Database Server)	Windows Server 2012 R2	1	1
Development (Database Server)	Windows Server 2012 R2	1	1
Training (Database Server)	Windows Server 2012 R2	1	1
Production (Database Server)	Windows Server 2012 R2	2	2
Reporting & Audit (Database Server)	Windows Server 2012 R2	2	2

SCHEDULE 8

Service Support Handbook

Appendix

Name of Collaboration: the Criminal Justice ICT Provision collaboration which incorporates the Case, Custody, Crime, Intelligence and General Incident System known as Niche

Parties to the Collaboration (each a "Force" for the purposes of this Appendix)

Leicestershire Police
Lincolnshire Police
Northamptonshire Police
Nottinghamshire Police
Derbyshire Constabulary
City of London Police

Purpose of the Collaboration: to enable each Force to more effectively and efficiently share (between the Forces and with relevant third parties) its Case, Custody, Crime, Intelligence and General Incident information in order to achieve its objectives in accordance with its police and crime plan.

Police Data to be shared

Description of type of Police Data	Security classification under GSCS	Categories of Personal Data within this type	Categories of Sensitive Personal Data within this type	Data Controller(s) (and indicate the point(s) at which this status may change)	Who may access the Police Data
Case (case file preparation including witness statements)	To be defined by the originator, if appropriate, on an individual basis as per the requirements of the GSCS	Name, address, date of birth, Medical History, Blood Group, National Insurance Number, Passport, Shoe Size, Vehicle Registration Mark, confirmation of a DNA Sample being taken.	Arrest details, Conviction details, Medical details, Race/Ethnic Origin, Religious beliefs, Physical/Mental Conditions, occurrence details,	The Force employing or engaging the staff or officers entering the Personal Data on to the NICHE System. If a Force (through its employee(s) or officer(s)) accesses (including reviewing information and/or adding information related to	• Police officers and staff collecting data, entering data, updating their own force data onto the NICHE System • Police officers and staff accessing the data from the

		Fingerprints. Telephone numbers	Modus Operandi. Case progress	the original data), that Force shall become a Joint Data Controller with the original Data Controller. Accordingly, it is anticipated that there will be a number of instances when all Forces shall be Joint Data Controllers as police officers and staff share the pool of information once entered onto the NICHE System and accessed via the NICHE System in accordance with this Agreement	NICHE System for a policing purpose
Custody (records of detention)	To be defined by the originator, if appropriate, on an individual basis as per the requirements of the GSCS	Name, address, date of birth, Medical History, Blood Group, National Insurance Number, Passport, Shoe Size, Vehicle Registration Mark, confirmation of a DNA Sample being taken. Fingerprints. Telephone Numbers	Arrest details, Conviction details, Medical details, Race/Ethnic Origin, Religious beliefs, Physical/Mental Conditions, occurrence details, Modus Operandi. Case progress	The Force employing or engaging the staff or officers entering the Personal Data on to the NICHE System. If a Force (through its employee(s) or officer(s)) accesses (including reviewing information and/or adding information related to the original data), that Force shall become a Joint Data Controller with the original Data Controller. Accordingly, it is anticipated that there will be a number of instances when all Forces shall be Joint Data Controllers as police officers and staff share the pool of information once entered onto the NICHE System and accessed via the NICHE	• Police officers and staff collecting data, entering data, updating their own force data onto the NICHE System • Police officers and staff accessing the data from the NICHE System for a policing purpose

				System in accordance with this Agreement	
Crime (details of the crime)	To be defined by the originator, if appropriate, on an individual basis as per the requirements of the GSCS	Name, address, date of birth, Medical History, Blood Group, National Insurance Number, Passport, Shoe Size, Vehicle Registration Mark, confirmation of a DNA Sample being taken. Fingerprints. Telephone Numbers	Arrest details, Conviction details, Medical details, Race/Ethnic Origin, Religious beliefs, Physical/Mental Conditions, occurrence details, Modus Operandi. Case progress`	The Force employing or engaging the staff or officers entering the Personal Data on to the NICHE System. If a Force (through its employee(s) or officer(s)) accesses (including reviewing information and/or adding information related to the original data), that Force shall become a Joint Data Controller with the original Data Controller. Accordingly, it is anticipated that there will be a number of instances when all Forces shall be Joint Data Controllers as police officers and staff share the pool of information once entered onto the NICHE System and accessed via the NICHE System in accordance with this Agreement	• Police officers and staff collecting data, entering data, updating their own force data onto the NICHE System • Police officers and staff accessing the data from the NICHE System for a policing purpose
Intelligence (information subject to a defined evaluation and risk assessment process in order to assist with police decision making)	To be defined by the originator, if appropriate, on an individual basis as per the requirements of the GSCS	Name, address, date of birth, Medical History, Blood Group, National Insurance Number, Passport, Shoe Size, Vehicle Registration Mark, confirmation of a DNA Sample being taken. Fingerprints, Telephone Numbers	Arrest details, Conviction details, Medical details, Race/Ethnic Origin, Religious beliefs, Physical/Mental Conditions, occurrence details, Modus Operandi. Case progress	The Force employing or engaging the staff or officers entering the Personal Data on to the NICHE System. If a Force (through its employee(s) or officer(s)) accesses (including reviewing information and/or adding information related to the original data), that Force shall become a Joint Data	• Police officers and staff collecting data, entering data, updating their own force data onto the NICHE System • Police officers and staff accessing the data from the

				Controller with the original Data Controller. Accordingly, it is anticipated that there will be a number of instances when all Forces shall be Joint Data Controllers as police officers and staff share the pool of information once entered onto the NICHE System and accessed via the NICHE System in accordance with this Agreement	NICHE System for a policing purpose
General Incident	To be defined by the originator, if appropriate, on an individual basis as per the requirements of the GSCS	All information, constituting personal data, held within the General Incident Module	All information, constituting sensitive personal data, held within the General Incident Module	The Force employing or engaging the staff or officers entering the Personal Data on to the NICHE System. If a Force (through its employee(s) or officer(s)) accesses (including reviewing information and/or adding information related to the original data), that Force shall become a Joint Data Controller with the original Data Controller. Accordingly, it is anticipated that there will be a number of instances when all Forces shall be Joint Data Controllers as police officers and staff share the pool of information once entered onto the NICHE System and accessed via the NICHE System in accordance with this Agreement	• Police officers and staff collecting data, entering data, updating their own force data onto the NICHE System • Police officers and staff accessing the data from the NICHE System for a policing purpose

Information Sharing Process:

Each Force shall decide whether the Police Data it enters on to the NICHE System may be accessed by all Forces or only by that Force and which of its employees and officers (and the extent to which its employees and officers) shall be entitled to access Police Data on the NICHE System. It is anticipated that in practice all Police Data entered on to the NICHE System shall be accessible by all Forces in accordance with this Collaboration Agreement (albeit access may be restricted to a specified level of employee or officer).

Key Roles

Shared Services Senior Information Risk Owner (SSSIRO): ACO for Lincolnshire Police

Designated Police Manager (the senior post holder responsible for the Collaboration) for each Party:

Party	**Post/Dept**
Leicestershire Police	Information Manager
Lincolnshire Police	Information Manager
Northamptonshire Police	Information Manager
Nottinghamshire Police	Information Manager
Derbyshire Constabulary	Information Manager
City of London Police	Director of Information

Shared Services ITSO: Lincolnshire Police Information Technology Security Officer

Shared Services Lead Accreditor: Lincolnshire Police Information Security Officer

Shared Services Security & Information Risk Advisor: Lincolnshire Police Information Security Officer

Information Asset Owner: Each force remains responsible for appointing their own Information Asset Owners, confirmation of which is obtained as each force joins as part of the Modular RMADS

System Administrator: Each force is responsible for appointing two system Administrator to undertake this role for their respective force

SIRO: Each force remains responsible for appointing their own SIRO, confirmation of which is obtained as each force joins as part of the Modular RMADS