



**COLLABORATION AGREEMENT FOR THE PROVISION OF
SHARED ANPR CAPABILITIES**

BETWEEN

THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE

THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS

THE CHIEF CONSTABLE OF WARWICKSHIRE POLICE

THE POLICE AND CRIME COMMISSIONER FOR WARWICKSHIRE

COLLABORATION AGREEMENT

PART I

GENERAL AGREEMENT

PART II

SCHEDULE I - Specification

SCHEDULE II - Governance

SCHEDULE III- Finance Protocol

ANNEX A – Collaboration Costs

THE PARTIES

**THE CHIEF CONSTABLE OF WEST MIDLANDS POLICE
THE POLICE AND CRIME COMMISSIONER FOR WEST MIDLANDS**

**CHIEF CONSTABLE OF WARWICKSHIRE POLICE
POLICE & CRIME COMMISSIONER FOR WARWICKSHIRE**

TABLE OF CONTENTS

Part I	GENERAL AGREEMENT
Section 1	Definitions
Section 2	Legal Context
Section 3	Statement of intent
Section 4	Extent of General Agreement
Section 5	Commencement Date
Section 6	Obligations
Section 7	Admission of New Partners
Section 8	Review of Agreement
Section 9	Variation to Agreements
Section 10	Termination of Agreement
Section 11	Governance and Accountability
Section 12	Policies and Procedures
Section 13	Financial Arrangements
Section 14	Assets
Section 15	Standard Operating Procedures
Section 16	Insurance and Liabilities
Section 17	Audit
Section 18	Intellectual Property
Section 19	Data Protection and Information Management
Section 20	Confidentiality
Section 21	Freedom of Information Requests
Section 22	Vetting
Section 23	Health and Safety
Section 24	Dispute Resolution
Section 25	Legal Compliance
Section 26	Governing Law and Jurisdiction
Section 27	Legally Binding
Section 28	Entire Agreement
Section 29	Illegal/Unenforceable provisions
Section 30	Assignment
Section 31	Waiver
Section 32	Counterparts
Section 33	Notices
Section 34	Third Parties
Section 35	Relationship of the Parties

Part II

SCHEDULE I -	Specification
SCHEDULE II –	Governance
SCHEDULE III –	Finance Protocol
ANNEX A –	Collaboration Costs

PART I

GENERAL AGREEMENT

THIS GENERAL AGREEMENT is made on the

BETWEEN:

- 1) **CHIEF CONSTABLE OF WARWICKSHIRE POLICE** of Police Headquarters, Leek Wootton, Warwick. CV35 7QB; and
- 2) **CHIEF CONSTABLE OF WEST MIDLANDS POLICE** of PO Box 52 Lloyd House, Colmore Circus Queensway, Birmingham, B4 6NQ; and
- 3) **POLICE & CRIME COMMISSIONER FOR WARWICKSHIRE** of 3 Northgate Street, Warwick, CV34 4SP; and
- 4) **POLICE & CRIME COMMISSIONER FOR WEST MIDLANDS** of PO Box 52 Lloyd House, Colmore Circus Queensway, Birmingham, B4 6NQ,

(hereinafter known as the 'Parties' collectively and 'Party' individually).

RECITALS

[REDACTED]

(F [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

AND IT IS AGREED as follows:

SECTION 1: DEFINITIONS

1.1 In this General Agreement and accompanying Schedules, the terms below have the following meanings:

ACC – means Assistant Chief Constable;

Agreed Collaborative Costs – the costs payable under this Agreement by Warwickshire Police to West Midlands Police in accordance with Schedule III;

Agreement – means this agreement as set out in Part I (the General Agreement) and Part II (Schedules);

ANPR – Automatic Number Plate Recognition;

ANPR Cameras – Automatic Number Plate Recognition camera technology which records a vehicle’s registration number;

ANPR Managers – the managers with day-to-day control of the ANPR service from both Forces;

[REDACTED]
[REDACTED]
[REDACTED]

Authorised Professional Practice - authorised by the College of Policing as the official source of professional practice on policing;

[REDACTED]

CEDR – Centre for Effective Dispute Resolution;

[REDACTED]

Chief Constables – the Chief Constables of West Midlands Police and Warwickshire Police and Chief Constable means each of the Chief Constables individually;

Chief Officer – is the statutory legislative term used to define the Chief Constable;

CMPG – the Central Motorway Policing Group;

Codes of Practice – shall mean the Surveillance Camera Code of Practice as amended from time to time and any other similar Codes in relation to the use of ANPR;

Collaboration Agreement – an agreement under Section 22A and Section 23 of the Police Act 1996 (as amended) by which the Chief Officers of two or more police forces collaborate in the discharge of their respective functions in the interests of efficiency or effectiveness;

Collaborating Force - the Force that the Parties have agreed from time to time should rely on the Host Force for the provision of ANPR capability, as specified in the General Agreement, which at the date of this Agreement is Warwickshire Police;

Collaboration Partners - a party or the parties to this Agreement and shall include each of the Chief Officers and each of the Local Policing Bodies;

Collaboration Police Areas – the police areas of West Midlands and Warwickshire, as listed in Schedule 1 to the Police Act 1996;

Confidential Information – means any and all information of a confidential or secret nature directly or indirectly belonging or relating to a Party, its business or affairs and includes all knowhow, trade secrets, financial, commercial, technical, tactical, operational or strategic information of any kind; and all information produced or developed in the performance of this Agreement; and all information agreed to be; or marked as, confidential; and any information which a Party knows, or could reasonably be expected to know, is confidential;

Data Controller – has the meaning as defined in the Data Protection Legislation;

Data Loss Event – any event that results, or may result, in unauthorised access to Personal Data processed under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Processor – has the meaning as defined in the Data Protection Legislation;

Data – any data including sensitive or personal data provided by the Data Controller (as defined in the DPA 2018);

Data Protection Legislation - this includes any law, enactment, regulation, regulatory policy, bye-law, ordinance or subordinate legislation in force from time-to-time relating to the processing, privacy, and use of Personal Data, as applicable to

the Collaboration Partners and/or any activities undertaken under or in relation to this Agreement including:

- I. the General Data Protection Regulation, Regulation (EU) 2016/679 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 ("UK GDPR") and/or
- II. the Data Protection Act 2018 ("DPA"), and/or any corresponding or equivalent national laws or regulations; and/or
- III. the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426; and/or
- IV. the Regulation of Investigatory Powers Act 2000; and/or
- V. the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); and/or
- VI. any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner and/or any other relevant supervisory authority; and/or
- VII. any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant government department in relation to such Data Protection Legislation, which includes the Management of Police Information ("MoPI"), as updated, amended or superseded from time to time;

DPA – the Data Protection Act 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Data Protection Losses – means all liabilities and amounts, including all (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (b) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a court or Information Commissioner; and (c) compensation to a Data Subject ordered by a court or Information Commissioner; and (d) the reasonable costs of compliance with investigations by the Information Commissioner;

Data Subject – an identified or identifiable natural person;

Finance Director – shall mean the Director of Finance for each party;

Force – A police force within a particular geographical area, and where applicable includes a Police Constabulary;

General Agreement - the document incorporating definitions, legal context, statement of intent and general terms;

Heads of Service – shall mean the Head of CMPG for West Midlands Police and the Head of Intelligence for Warwickshire Police;

Home Force - the force of which a police officer is a member, or by whose Chief Constable a member of police staff is employed or of which related Local Policing Body a member of police staff is employed;

Host Force - the Force that the Parties have agreed from time to time should lead on certain aspects of governances or other matters, as specified in the general Agreement, which at the date of this Agreement is West Midlands Police;

[REDACTED]

Intellectual Property Rights – any or all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;

Joint Controller – has the meaning as defined in the Data Protection Legislation;

Local Policing Body - As defined in Section 96 of the Police Reform and Social Responsibility Act 2011;

NASPLE – the National ANPR Standards for Policing and Law Enforcement (National Standards);

NAS – the National ANPR Service;

NADC – the National ANPR Data Centre;

NPCC – National Police Chiefs’ Council;

Personal Data – has the meaning as defined in the Data Protection Legislation;

Personal Data Breach – has the meaning as defined in the Data Protection Legislation;

Procurement – the procurement of any goods and/or services by the Host Force that may be required by the Collaboration Partners in accordance with the principles set out in this Agreement;

Secretary of State – the person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;

Standard Operating Procedures - clearly written operating procedures setting out the service standards expected of that function;

Statement of Intent - The intention of the parties in working together as set out in Section 3 of this Agreement;

Strategic Board – the board consisting of the Parties (or their nominated deputies) which has responsibility for ensuring that the objectives of this Agreement are being met; the perceived benefits are being realised, and determining whether the shared ANPR capability contributes to the provision of the best possible policing service in the geographical areas of West Midlands and Warwickshire;

Successful Supplier - the supplier of the awarded contract(s) as a result of any Procurement;

Warwickshire Police – the Chief Constable of Warwickshire Police;

West Midlands Police – the Chief Constable of West Midlands Police;

In this Agreement unless where otherwise specified.

- 1.2 The headings are for convenience only and shall not affect its interpretation.
- 1.3 References to a section, clause, paragraph or appendix are to a section, clause, appendix or paragraph within the Agreement.
- 1.4 Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment).
- 1.5 Any phrase introduced by the term "including", "include", in "particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- 1.6 The words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated.
- 1.7 Reference to the plural shall include the singular and vice versa and reference to one gender includes references to all genders.

- 1.8 Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees.
- 1.9 Words shall not be given any restrictive, interpretation by reason only of their, being preceded or followed by words indicating a particular class of acts, matters or things.
- 1.10 Any reference to a notice consent, approval agreement and/or permission being required under this Agreement shall unless expressed to the contrary in this Agreement be given in writing.

SECTION 2: LEGAL CONTEXT

- 2.1 Section 22A and Section 23 Police Act 1996 (as amended) enable chief officers of two or more police forces to make a Collaboration Agreement about the discharge of functions by officers and staff of any of their forces in the interests of efficiency or effectiveness. Function comprises all and any of the powers and duties of police forces.
- 2.2 A Chief Officer may enter into a Collaboration Agreement only with the approval of the Local Policing Body responsible for maintaining the Chief Officer's force.
- 2.3 Section 22A and Section 23A of the Police Act 1996 enables two or more Local Policing Bodies to make a Collaboration Agreement about the provision of support for any of those Local Policing Bodies and/or for any of the police forces which they maintain support including the provision of premises, equipment, staff, services and facilities.
- 2.4 A Local Policing Body may enter into a Collaboration Agreement only if it considers that the agreement is in the interests of the efficiency or effectiveness of one or more Local Policing Bodies or police forces and only after consulting with the Chief Officer of the police force maintained by the Local Policing Body.
- 2.5 Where a Collaboration Agreement includes a provision about the discharge of functions by employees who are under the direction and control of a Chief Officer, the Collaboration Agreement may only be made with the approval of that Chief Officer.
- 2.6 This Agreement is a Collaboration Agreement and the terms of the Agreements are to be read in conjunction with legislation and the statutory guidance for police collaboration.
- 2.7 The General Agreement is structured to identify the purpose of the collaborative service, to agree to joint working and to identify common provisions.
- 2.8 In construing the Agreement, where there may be any conflict between the meaning of any term as may appear both in the General Agreement and the Schedules, the terms applicable are those contained in the General Agreement and any appendices and protocols referred to within them.

SECTION 3: STATEMENT OF INTENT

- 3.1 The Parties have agreed to work together in accordance with their relevant statutory powers and duties to implement, maintain and monitor a shared ANPR capability.
- 3.2 The Parties agree to appoint West Midlands Police to be the Host Force for the purposes of this Agreement.

- 3.3 The Parties consider that provision of a shared ANPR capability for both forces would be more efficiently and effectively discharged through a joint collaborative approach and the objectives include:
- a. To provide a more efficient and effective policing service in the geographical areas for which the parties are responsible for policing;
 - b. To protect our communities from risk and harm;
 - c. Enhanced capability and capacity;
 - d. Improve public trust and confidence;
 - e. Reduce crime;
 - f. Increase sanction detection rate;
 - g. Improve road safety;
 - h. Improved cost efficacy through collaboration.
- 3.4 The Chief Constables and the Local Policing Bodies party to this Agreement have agreed to work together in accordance with their relevant statutory powers and duties to establish, monitor and conduct the Agreement for the provision of a shared ANPR capability as set out in Schedule 1 of this Agreement.
- 3.5 The Agreements are made with the approval of the Local Policing Bodies party to this Agreement to secure co-operation with other police forces where that is in the interests of efficiency and effectiveness.
- 3.6 The Local Policing Bodies party to this Agreement agree to collaborate in the provision of services and facilities to oversee and support the police forces and to ensure compliance with their statutory duties in relation to policing and the Collaboration Agreement is entered into for this purpose pursuant to Section 23A of the Police Act 1996.

SECTION 4: EXTENT OF GENERAL AGREEMENT

- 4.1 Where the Agreement(s) does not deal with an issue pertinent to the conduct or management of the General Agreement, it shall be agreed by the Parties.

SECTION 5: COMMENCEMENT DATE

- 5.1 The Agreement shall come into force on the 26 November 2023 and shall continue in force unless terminated, varied or extended by variation under the provisions of this General Agreement.

SECTION 6: OBLIGATIONS

Host Force

- 6.1 The Host Force shall be responsible for the provision of ANPR capabilities to both Police Forces.
- 6.2 The Host Force shall allocate sufficient resources to enable it to comply with its obligations under this Agreement and shall procure that the personnel responsible for the day to day management of the Host Force's obligations under this Agreement shall carry out their responsibilities in such a manner as to ensure fulfilment of any designated roles and to ensure compliance with their obligations under this Agreement, with reasonable skill and care and in accordance with best practice, in accordance with the Specification, in accordance with all applicable Law.
- 6.3 The Host Force shall deliver ANPR capability to each Police Force to the same standard.

Collaborating Force

- 6.4 In consideration of the Host Force's performance of its obligations under this Agreement and its delivery of the ANPR capability, the Collaborating Force shall pay the Agreed Collaborative Costs in accordance with the terms of this Agreement. For the avoidance of doubt, all sums involved shall be inclusive of VAT, where applicable.
- 6.5 The Collaborating Force shall pay all sums due to the Host Force promptly and in accordance with the Agreed Collaborative Costs in Annex A to this Agreement and in any event within 30 days of the date on which the relevant invoice is regarded as valid and undisputed by the Collaborating Force, such invoices to be submitted by the Host Force on signing in respect of any one-off costs and annually in arrears in respect of the annual fee. For the avoidance of doubt, in the event of conflict between Annex A and this clause 6.5, this clause 6.5 shall prevail.
- 6.6 The Collaborating Force shall allocate sufficient resources to enable it to comply with its obligations under this Agreement and shall procure that the personnel responsible for the day to day delivery of the Collaborating Force's obligations under this Agreement shall carry out their responsibilities in such a manner as to ensure fulfilment of any designated roles and to ensure compliance with their obligations under this Agreement, with reasonable skill and care and in accordance with best practice, in accordance with the Specification and in accordance with all applicable Law.

SECTION 7: ADMISSION OF NEW PARTNERS

- 7.1 Subject to Section 9.2, further Chief Constables may be added to the Agreement with the unanimous agreement of the Parties.
- 7.2 Subject to Section 9.2, further Local Policing Bodies may be added to the Agreement with the unanimous agreement of the Parties.

SECTION 8: REVIEW OF AGREEMENT

- 8.1 This General Agreement shall be reviewed by 25 November 2026 (the "Initial Review Date") and every two years thereafter or earlier by agreement of the Parties. The method and purpose of the review process is to ensure that the Agreement is functioning effectively in line with the Statement of Intent set out in Section 3. This will include an assessment as to whether the intent and objectives are being met; the perceived benefits are being realised, or whether there would appear to be a better way of providing a policing service in the geographical areas of West Midlands and Warwickshire.
- 8.2 Performance monitoring will be established and the Parties agree that it will be reviewed through the Governance mechanisms as set out in Schedule II.
- 8.3 A review may also be commissioned at any time by the Chief Constables or Local Policing Bodies if there are felt to be significant failings in command, the service provided, or if any incident, or series of incidents, arises which gives any of the Parties cause for concern.
- 8.4 Such reviews are without prejudice to any performance monitoring of the two forces that either Local Policing Body party to this Agreement may wish to undertake from time to time either individually or by other parties acting on their behalf.
- 8.5 The review obligations provided for in this Section shall not interfere with the requirement on the Parties to keep under consideration arrangements for potential collaboration agreements, in accordance with Section 22B and Section 22C of the Police Act 1996.

SECTION 9: VARIATION OF AGREEMENT

- 9.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under Section 23G(4) of the Police Act 1996, the terms of this Agreement may be altered or appended to at any time by unanimous agreement between the Parties.
- 9.2 Any Material Variation of this Agreement will require the termination and the creation of a new agreement (containing the amendments). Any variation must be made subject to such consent, approval or consultation as is required by Section 23 of the Police Act 1996.
- 9.3 For the purposes of Section 9.2, a Material Variation shall mean:
 - 9.3.1 one which results in the addition of a further partner Force or Local Policing Body to the Agreement; or
 - 9.3.2 one which alters the costs payable under this Agreement to such a significant degree that they are outside the reasonable contemplation of the parties at the date of this Agreement.
- 9.4 Without prejudice to Section 9.5 where this Agreement is amended, any amendments must be approved by the Local Policing Bodies party to this Agreement and the Chief Constables.
- 9.5 Variation to this Agreement will be made when directed by the Secretary of State under Section 23FA and Section 23G(4) of the Police Act 1996.
- 9.6 It is recognised that a number of protocols relating to business areas will be developed on a case by case basis as the Agreement develops. These may be added as protocols to this General Agreement, varied or terminated where necessary and shall not require the creation of a new General Agreement.

SECTION 10: TERMINATION OF AGREEMENT

- 10.1 The Agreement (or any part of it) may be terminated by notice given by the Secretary of State in accordance with Section 23 H of the Police Act 1996.
- 10.2 The Agreement (or any part of it) may be terminated at any time by the joint agreement of the Chief Constables and the Local Policing Bodies party to this Agreement, and the date of termination (being not less than 18 months from the date of the agreement to terminate) and the exit strategy will then be agreed by the Chief Constables and the Local Policing Bodies party to this Agreement.
- 10.3 The Agreement (or any part of it) may be terminated if a Material Variation occurs in accordance with Section 9.3 and the exit strategy will then be agreed by the Chief Constables and the Local Policing Bodies party to this Agreement.
- 10.4 The agreed principles for the exit strategy shall be:
 - 10.4.1 that the Local Policing Bodies and Chief Officers must keep under consideration the ways in which collaboration could improve the efficiency and effectiveness of one or more police force;
 - 10.4.2 that the Local Policing Bodies and Chief Officers must cooperate with one another in the removal of any ANPR capabilities;
 - 10.4.3 that the Local Policing Bodies and Chief Officers must cooperate with one another in agreeing the creation of a new Agreement (containing the amendments) in the event a Material Variation occurs under Section 9.3.1;

- 10.4.4 that the Local Policing Bodies and Chief Officers must cooperate with one another in respect of any other matter which may arise on exit of the Agreement.
- 10.5 The Agreement or any part of it may be terminated at any time by any of the Parties providing a minimum of 18 months' written notice, which shall:
- I. be served on the Local Policing Bodies' Chief Executives and on the Chief Constables; and
 - II. (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted their Local Policing Body on termination, its impact and the timescales involved in terminating the Agreement; and
 - III. (where the Party serving notice is a Local Policing Body) certify that the Party serving notice has consulted its Chief Constable on termination, its impact and the timescales involved in terminating the Agreement and/or Agreements; and
 - IV. specify the date upon which termination of the Agreement and/or Agreements should take effect which shall be not less than 18 months' unless a shorter period is agreed by all of the Parties from the date of service of the notice.
- 10.6 Where the Agreement or any part of it is terminated under Section 10.5 above, the Terminating Party shall be liable:-
- i. for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this General Agreement; and
 - ii. to honour its share of any contractual obligations entered into as part of the Agreements and/or the operation of the Agreement prior to the end of the notice period; and
 - iii. for all other contributions due from it to the other Parties in respect of the Agreements prior to and during the notice period.
- 10.7 Any payment in respect of a Party's obligations under Section 10.6 above shall be liable for payment within three months of the Parties agreeing the amount or amounts due, or within such other period as may be agreed between the Parties.
- 10.8 In the event of any disagreement or dispute between the Parties arising out of this Section 10 ('Termination') only, the Parties shall in the first instance seek to resolve the matter by discussions between themselves, in the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be an arbitrator accredited by the Centre for Effective Dispute Resolution ('CEDR'). The decision of the arbitrator shall be final and binding.

SECTION 11: GOVERNANCE AND ACCOUNTABILITY

- 11.1 The Parties may agree from time to time a governance structure for all collaborative working undertaken between the Parties and this structure for the time being is set out within Schedule II and can be varied at any time with the agreement of the Parties.

SECTION 12: POLICIES AND PROCEDURES

- 12.1 The Parties will work together to ensure that their policies and procedures relevant to the Agreement are reviewed and will achieve single policies and procedures as far as this is practicable and can be agreed.
- 12.2 The Parties shall procure that officers and staff will follow their own Force/Local Policing Body's policies and/or National Standards until such time as joint policies may be agreed.
- 12.3 The Parties recognise that there may be areas of difference which may give rise to exceptions from, or modifications to, single policies and procedures. These may be agreed by the Parties on a case by case basis at the relevant time.

SECTION 13: FINANCIAL ARRANGEMENTS

- 13.1 All financial arrangements shall be managed in accordance with the Finance Protocol which forms Schedule III of this Agreement.

SECTION 14: ASSETS

- 14.1 The Chief Constables are responsible for the maintenance of asset registers for the property owned by their Force/Local Policing Body.
- 14.2 Where Chief Constables/Local Policing Bodies provide assets to be used by the Agreement, a joint asset inventory shall be maintained and the inventory will clearly identify the owner of the assets listed in it.

SECTION 15: STANDARD OPERATING PROCEDURES

- 15.1 The Parties shall comply with Authorised Professional Practice where in existence.
- 15.2 The Parties shall comply with all Codes of Practice and National Standards relating to the use of ANPR.

SECTION 16: INSURANCE AND LIABILITIES

- 16.1 The Collaboration Partners shall each effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.
- 16.2 Each Collaboration Partner ("Indemnifying Partner") shall indemnify and keep indemnified the other Collaboration Partners ("Indemnified Partners") against all losses, claims, damages, costs, charges, demands or proceedings ("Losses") which the Indemnified Partners are able to demonstrate have arisen as a result of the Indemnifying Partner (or the Indemnifying Partner's employees, officers, any of its representatives or sub-contractors) not acting in accordance with good faith or not acting upon or in compliance with the reasonable and lawful instructions or decisions of the Strategic Board except to the extent that the Losses are directly caused by or are increased as a result of or directly arise from the negligence, breach of this Agreement, or breach of applicable Law, by the Indemnified Partner (or its employees, officers, any of its representatives or sub-contractors).

- 16.3 Each Collaboration Partner shall, at all times, take all reasonable steps to minimise and mitigate any Losses for which it is entitled to bring a claim against the other Collaboration Partners under this Agreement.
- 16.4 If any Indemnified Partner becomes aware of any matter that may give rise to a claim under this Section 16 against the Indemnifying Partner, notice of that fact shall be given as soon as possible to the Indemnifying Party.
- 16.5 The Indemnified Partner shall give the Indemnifying Partners the opportunity to have conduct of any relevant claim, and accordingly to defend or enact settlement of any such claim, avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of the Indemnifying Parties and to have the conduct of any related proceedings, negotiations or appeals, and in such circumstances it is agreed that no admission of liability shall be made by or on behalf of the Indemnifying Partners and any claim shall not be compromised, disposed of or settled without the consent of the Indemnifying Partners. The Indemnifying Partners may elect not to have conduct as aforesaid.
- 16.6 Without prejudice to the validity of the claim or alleged claim in question, and whether or not the Indemnifying Partner elected not to defend any such claim, each affected Collaboration Partner shall allow the other(s) and its professional advisors to investigate the matter or circumstance alleged to give rise to such claim and whether and to what extent any amount is payable in respect of such claim, and for such purpose shall give, subject to being paid all reasonable costs and expenses, all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the other party or its professional advisors may reasonably request PROVIDED THAT nothing in this Section 16 shall be construed as requiring a Collaboration Partner to disclose any document or thing which is the subject of any privilege. The Collaboration Partner receiving the same agrees to keep all such information confidential and only to use it for such purposes detailed in this Section 16.
- 16.7 In respect of uninsured losses, judicial review, complaints, grievances or conduct issues arising from joint working, the relevant Parties will agree the way in which those matters will be handled on a case by case basis.
- 16.8 All employers' liability claims, Employment Tribunal claims complaints, grievances and conduct issues raised by or against officers or staff working within the Agreement will be dealt with by their employing/appointing Chief Constables/Local Policing Body (unless otherwise agreed) in accordance with each Chief Constable's respective Professional Standards' or police staff discipline policies.
- 16.9 Where claims, legal challenges, complaints, grievances or conduct issues arise from joint working, the Parties will agree the way in which those matters will be handled on a case by case basis. Notices under the Police (Conduct) Regulations 2020 or subsequent conduct regulations to be served on police officers or police staff will be served by the Home Force regardless of the decisions as to the location of the investigation.

SECTION 17: AUDIT

- 17.1 This Agreement shall be subject to such internal audits and external financial audits as determined by the Parties.
- 17.2 Without prejudice to the provisions of this Section the Parties may agree to such additional audit for whatever purpose as they see fit.

SECTION 18: INTELLECTUAL PROPERTY

18.1 In the event that any Intellectual Property Rights arise or are generated in respect of technologies or methodologies developed by the Parties in the delivery of this Collaboration Agreement (to include any share of Intellectual Property Rights which might arise from any Agreement between the Parties (or any of them) and a third party) the ownership of such Intellectual Property Rights will be determined between the Parties both acting reasonably.

SECTION 19: DATA PROTECTION AND INFORMATION MANAGEMENT

19.1 Each of the Collaboration Partners shall comply with all applicable requirements of the Data Protection Legislation. For the avoidance of doubt, this Section 19 is in addition to, and does not relieve, remove or replace, a Collaboration Partner's existing obligations under the Data Protection Legislation. Further, this Section 19 is underpinned by the national arrangements for Chief Constables to act as Joint Data Controllers under the NPCC Joint Controller Agreement and the national ANPR arrangements through NAS which provide for minimum standards for all Forces as to security standards and data protection arrangements.

Chief Officers acting as Joint Controllers

19.2 The Collaboration Partners acknowledge that, by working jointly together in the discharge of their respective functions under this Agreement, the Chief Officers may be required jointly to determine both the purpose and the means by which certain Personal Data is processed when processed exclusively for ANPR purposes.

19.3 In such circumstances, where they are required jointly to determine both the purpose and the means by which Personal Data is processed, when processed exclusively for ANPR purposes, the Chief Officers will operate as Joint Controllers for the purposes of the Data Protection Legislation.

19.4 For the avoidance of doubt, the Chief Officers will only ever act as Joint Controllers when they process Personal Data wholly and exclusively for ANPR purposes and in accordance with the terms of this Agreement.

19.5 When Personal Data is processed wholly and exclusively for the purposes of, and in accordance with, the terms of this Agreement then each of the Chief Officers shall jointly ensure that Data Subjects have enforceable rights and effective legal remedies and each Chief Officer shall immediately notify the other Chief Officer if he or she:

19.5.1 receives a Data Subject Request (or purported Data Subject Request) in respect of Personal Data processed under this Agreement;

19.5.2 receives a request to rectify, block or erase any Personal Data processed under this Agreement;

19.5.3 receives any other request, complaint or communication in respect of Personal Data processed under this Agreement relating to a Collaboration Partner's obligations under the Data Protection Legislation;

19.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

19.5.5 receives a request from any third party for disclosure of Personal Data processed under this Agreement where compliance with such request is required or purported to be required by Law; or

19.5.6 becomes aware of a Data Loss Event in respect of Personal Data processed under this Agreement.

19.6 When Personal Data is processed wholly and exclusively for the purposes of, and in accordance with, the terms of this Agreement then where required each Chief Officer shall provide other Chief Officer with full assistance in relation to each Chief Officer's obligations under the Data Protection Legislation and any complaint, communication or request made under Section 21.5 (and insofar as possible within the timescales reasonably required by the relevant Chief Officer) including by promptly providing full details and copies of the complaint, communication or request and such assistance as is reasonably requested by the relevant Chief Officer to enable him or her to comply with such complaint, communication or request within the relevant timescales set out in the Data Protection Legislation.

19.7 Subject to Section 19.8, when the Chief Officers are acting as Joint Controllers, they shall be jointly responsible for all Data Protection Losses.

19.8 When the Chief Officers are acting as Joint Controllers, the Chief Officer of the relevant Force ("the Indemnifying Chief Officer") shall indemnify and keep indemnified the Chief Officer and Local Policing Body of the other Force ("the Indemnified Parties") in respect of all Data Protection Losses suffered or incurred by the Indemnified Parties, arising directly from any breach by the Indemnifying Chief Officer of his or her obligations under this Agreement

Chief Officers not acting as Joint Controllers

19.9 Insofar as the Chief Officers do not jointly determine both the purpose and the means by which certain Personal Data is processed and insofar as Personal Data is processed for a purpose other than a Collaboration purpose or for a purpose outside the terms of this Agreement, then the Chief Officers will not operate as Joint Controllers.

19.10 In such circumstances, when acting outside the terms of this Agreement, each Chief Officer remains the Data Controller for any Personal Data recorded on the information systems (electronic and paper) under his/her control, i.e. within the relevant Force's electronic network or in structured and/or unstructured filing systems operated and stored on the relevant Force's premises. In such circumstances, each Chief Officer remains solely responsible for any Data Protection Losses which may arise as a consequence of his or her Data Loss Event. Chief Officers respectively acting as Data Controller and Data Processor

19.11 In the event that a Chief Officer is required to process Personal Data on behalf of the other Chief Officer (acting as Data Controller), and to the extent that the UK GDPR applies and the data processing does not fall within Part 3 of the Data Protection Act 2018, Schedule V sets out the scope, nature and purpose of processing by any such Chief Officer, when he or she is acting as Data Processor, the duration of the processing and the types of Personal Data and categories of Data Subject.

19.12 Without prejudice to Section 19.11, nor to the generality of Section 19.1, a Chief Officer acting as Data Processor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in this Agreement and in accordance with the Data Controller's instructions from time to time and shall not process the Personal Data for any other purpose.

19.13 Without prejudice to Section 19.11, nor to the generality of Section 19.1, a Chief Officer acting as Data Controller shall ensure that he or she has all necessary appropriate consents and notices in

place to enable lawful transfer of the Personal Data to a Chief Officer acting as Data Processor for the duration and purposes of this Agreement.

19.14 Without prejudice to Section 19.11, nor to the generality of Section 19.1, a Chief Officer acting as Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Controller of his or her obligations under this Agreement:

19.14.1 process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by applicable law .;

19.14.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.14.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

19.14.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

(a) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

19.14.5 assist the Data Controller, at the Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.14.6 notify the Data Controller without undue delay on becoming aware of a Data Loss Event;

19.14.7 at the written direction of the Data Controller, provide to the Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller;

19.14.8 at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of this Agreement unless required by Applicable Law to store the Personal Data;

19.14.9 maintain complete and accurate records and information to demonstrate its compliance with this Section 19 ;

19.14.10 not delete or remove any proprietary notices or other notices contained within or relating to the Data Controller's data;

19.14.11 not alter, store, copy, disclose or use the Data Controller's data, except as necessary for the operation of the Collaboration in accordance with this Agreement or as otherwise permitted by law;

19.14.12 use best endeavours to preserve the integrity of the Data Controller's data and prevent any loss, disclosure, theft, manipulation or interception of the Data Controller's data; and

19.14.13 immediately notify the Data Controller if any of the Data Controller's data is lost, becomes corrupted, is damaged or is deleted accidentally.

19.15 No Chief Officer, acting as Data Controller, shall provide consent to another Chief Officer, acting in the capacity of Data Processor, to appoint a third-party processor of Personal Data under this Agreement.

19.16 Any Collaboration Partner may, at any time on not less than 30 days' notice, propose to revise the data processing provisions of this Section 19 by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply if agreed by the Collaboration Partners and replaced by attachment to this Agreement).

General Data Management Arrangements

19.17 Data created by this Agreement will be shared equally by the Collaboration Partners where this is required and necessary and subject to any limitations imposed by the Data Protection Legislation. This data will be retained in accordance with each of the Collaboration Partners' data management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of The Management of Police Information ('MOPI').

19.18 The activities of an officer serving within a particular Force or a member of police staff employed by a particular Force and under the direction and control of a relevant Chief Officer in respect of access to and use of any data controlled by any Collaboration Partner will be governed by the policies of the Home Force of the relevant officer or member of police staff, which will be assessed to ensure broad compatibility as soon as this is practically possible.

19.19 In respect of all issues relating to data management, the relevant Heads of Service will be consulted, and the Collaboration Partners will procure that the Heads of Service will provide direction on operational issues on behalf of the Collaboration Partners.

19.20 The Collaboration Partners shall comply with any operating protocols as may be agreed between the Collaboration Partners in respect of sharing of data and will work towards developing a Data Security and Data Handling Protocol as soon as this is practically possible.

SECTION 20: CONFIDENTIALITY

- 20.1 The Parties each undertake to the other Parties that they shall not, save in the proper performance of their respective obligations under this Agreement or in accordance with their legal obligations, without the prior consent of the other disclose to any person any confidential information. This Section 20.1 shall not apply to any information which is in or enters into the public domain otherwise in breach of any undertaking of confidentiality or which any Party is obliged to disclose for the purpose of discharging police or Local Policing Body functions or pursuant to any legal obligation.
- 20.2 The Parties undertake to make the relevant Heads of Service aware of the confidentiality of the confidential information belonging to the other Parties and the provisions of the Agreements.
- 20.3 The Parties shall comply with any operating protocols as may be agreed between the Parties in respect of sharing of data including but not limited to any requirements contained in the National Standards.

SECTION 21: FREEDOM OF INFORMATION REQUESTS

- 21.1 For the purposes of the Freedom of Information Act 2000, the Parties remain separate public authorities.
- 21.2 Freedom of Information requests relating to the conduct of the Collaboration Agreement will be dealt with by the Chief Constables or Local Policing Bodies, the recipient Chief Constable or Local Policing Body will be responsible for co-ordinating the response, agreeing the disclosure with the other relevant Parties and replying to the request, in consultation with the other Parties where required.

SECTION 22: VETTING

- 22.1 The Parties shall procure that staff and officers seeking access to Parties systems or information will be vetted to the level required by the Party owning the system or information. Persons failing vetting will not be permitted to access the systems or information.
- 22.2 The Chief Constables or Local Policing Bodies shall comply with the vetting standards required under National Standards.

SECTION 23: HEALTH AND SAFETY

- 23.1 Each Chief Constable will be responsible for the health and safety of his own officers.
- 23.2 Each Local Policing Body will be responsible for the health and safety of the staff employed by it.
- 23.3 The relevant Heads of Service will be responsible for ensuring that all appropriate risk assessments have been carried out for the Agreement, are up to-date and are complied with.

SECTION 24: DISPUTE RESOLUTION

- 24.1 Any dispute or disagreement arising from the day-to-day management of the Agreement shall initially and immediately be referred to the relevant Heads of Service by the ANPR Managers
- 24.2 If the dispute or disagreement cannot be resolved successfully by these means it will be referred initially to the relevant ACC or Finance Director.

- 24.3 In the case of operational matters requiring urgent resolution the matter will be referred to the Chief Constables.
- 24.4 Any dispute or disagreement relating specifically to the termination of the Agreements will be subject to the dispute resolution mechanism set out in Section 10 above.
- 24.5 In the event of any disagreement or dispute between the Parties arising out of or in connection with this Agreement (with the exception of Section 24.4 above), including any question of the validity and interpretation of this Agreement, the Parties shall in the first instance seek to resolve the matter by discussions between themselves in the event that the Parties are unable to resolve the disagreement or dispute, then any Party may by written notice to the others require that the matter is referred to arbitration for resolution. The arbitrator shall be appointed by agreement between the Parties or, in default, be one accredited by the CEDR. The decision of the arbitrator shall be final and binding upon the Parties.

SECTION 25: LEGAL COMPLIANCE

- 25.1 The Parties are responsible for ensuring that they comply with their legal duties in regard to their officers and staff working in the Agreement in particular in regard to the protection afforded by the Public Interest Disclosure Act 1998, employment legislation, Health and Safety Act 1974, etc.
- 25.2 Nothing in the Agreements shall affect, fetter or otherwise qualify the operational independence of any of the Chief Constables who are party to this General Agreement.

SECTION 26: GOVERNING LAW AND JURISDICTION

- 26.1 The Agreements shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

SECTION 27: LEGALLY BINDING

- 27.1 The Parties agree that the Agreements shall be fully legally binding between the Parties.

SECTION 28: ENTIRE AGREEMENT

- 28.1 The Agreements set out the entire Agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between the Parties.

SECTION 29: ILLEGAL/UNENFORCEABLE PROVISIONS

- 29.1 If the whole or any part of any provision of this Agreement is void or unenforceable the other provisions of this Agreement and the enforceable part of any void or unenforceable provision will continue in full.

SECTION 30: ASSIGNMENT

- 30.1 Except where assignment or transfer occurs or is made necessary by operation of law, none of the Parties may assign or transfer this Agreement as a whole, or any of the rights and obligations under it, without first obtaining the written consent of all of the other Parties and such consent not to be unreasonably withheld or delayed.

- 30.2 A change in the legal status of any of the Parties shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Parties.

SECTION 31: WAIVER

- 31.1 Where a Party fails to enforce or delays in enforcing any obligation of any other Party or fails to exercise or delays in exercising a right under this Agreement, such failure or delay will 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 will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

SECTION 32: COUNTERPARTS

- 32.1 This Agreement may be signed in any number of counterparts and this has the same effect as of the signatures on counterparts or on a single copy of this Agreement.

SECTION 33: NOTICES

- 33.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this Section 33.1 . Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by and when delivered, if by first class post 48 hours after posting and if by facsimile when despatched.

SECTION 34: THIRD PARTIES

- 34.1 This Agreement does not create any rights enforceable by any person not party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

SECTION 35: RELATIONSHIP OF THE PARTIES

- 35.1 Except as detailed in this Agreement 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 the other Party, or to authorise either Party to act as agent for another Party. No party shall make representations, act in the name of, on behalf of or otherwise bind another Party.

SIGNATORIES

IN WITNESS whereof :-

Chief Constable of West Midlands Police: Signature.....

Name.....

Date.....

(Witness) Signature.....

Name.....

Date.....

**Police and Crime
Commissioner for West Midlands:** Signature.....

Name.....

Date.....

(Witness) Signature.....

Name.....

Date.....

**Chief Constable
of Warwickshire** Signature.....

Name.....

Date.....

(Witness) Signature.....

Name.....

Date.....

**Police and Crime
Commissioner for Warwickshire**

Signature.....

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Date.....

(Witness)

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