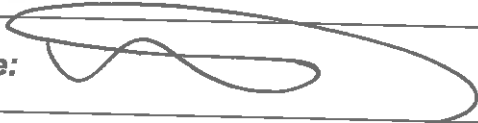


**POLICE AND CRIME COMMISSIONER (PCC) FOR LINCOLNSHIRE
REQUEST FOR DECISION**

REF: 022/2017
DATE: 24 November 2017

SUBJECT		ONLINE REPORTING
REPORT BY	T/SUPERINTENDENT MARTYN PARKER	
CONTACT OFFICER	ALLISON EDWARDS, PROJECT MANAGER, CIU TELEPHONE 01522 947178	
EXECUTIVE SUMMARY AND PURPOSE OF REPORT		
To approve the latest Memorandum of Understanding with the Home Office for the use of the Online Reporting tool following City of London Joining the collaboration.		
RECOMMENDATION	<i>Approve the MOU for a 6 force online reporting tool.</i>	

POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE	
I hereby approve the recommendation above, having considered the content of this report.	
<i>Signature:</i> 	<i>Date:</i> 24/11/17

A. NON-CONFIDENTIAL FACTS AND ADVICE TO THE PCC

A1. INTRODUCTION AND BACKGROUND

1. The force has adopted use of the Online Reporting tool provided by Police.uk. It offers a non-verbal communication mechanism, enabling members of the public to digitally report non-urgent crimes and incidents. The tool is accessible to the public via the force website.

A2. LINKS TO POLICE AND CRIME PLAN AND PCC'S STRATEGIES/PRIORITIES

The Online reporting tool that is available from the Home Office enables Lincolnshire Police to open different channels of contact in line with the digital contact portfolio.

B. FINANCIAL CONSIDERATIONS

There are no additional costs to Lincolnshire set up licences. The current year on year costs for service and maintenance are shared between the 5 regional forces. This amounts to £3,000 per year for Lincolnshire. With the City of London

joining the Online platform and joint MOU this cost to Lincolnshire will be reduced to £2,500 providing a saving of £500.

C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS

[This should include the legal powers the PCC has for making the decision]

There are no legal or human rights considerations on this paper.

D. PERSONNEL AND EQUALITIES ISSUES

[This should include a copy of the Equality Impact Assessment, if required]

There are no personnel or equality issues related to this issue

E. REVIEW ARRANGEMENTS

Leicestershire govern the process on behalf of the region. Representative from the region attend the Online reporting national user group. If the circumstances outlined in the MOU change, which could impact on the decision, these will be reported back to the region by the Leicestershire single point of contact.

F. RISK MANAGEMENT

Lincolnshire has already signed a five force MOU for the use of online reporting. This new MOU extends the single platform use to include the City of London Police.

G. PUBLIC ACCESS TO INFORMATION

Information in this form along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation. Part 1 of this form will be made available on the PCC's website within one working day of approval. However, if release by that date would compromise the implementation of the decision being approved, publication may be deferred. An explanation for any deferment must be provided below, together with a date for publication.

Is the publication of this form to be deferred? No

If Yes, for what reason:

Until what date:

Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate part 2 form.

Is there a part 2 form? No

If Yes, for what reason:

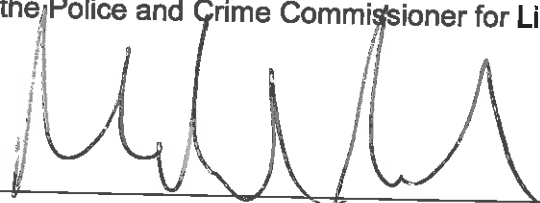
DECLARATIONS

	Initial to confirm
Originating Officer: T/SUPT MARTYN PARKER recommends this proposal for the reasons outlined above	MJP
The CC's Chief Finance Officer has been consulted on this proposal	SC SE
The Chief Constable has been consulted on this proposal	CC VJ
The PCC's Chief Finance Officer has been consulted on this proposal	CF
The PCC's Monitoring Officer has been consulted on this proposal	MO

OFFICER APPROVAL

Chief Executive

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. Consultation outlined above has also taken place. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lincolnshire.

Signature:  Date: 24/11/17

MEMORANDUM OF UNDERSTANDING

between

THE HOME OFFICE

and

**THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE
THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY
THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE
THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE
THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE
THE CHIEF CONSTABLE OF LINCOLNSHIRE POLICE
THE POLICE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE
THE CHIEF CONSTABLE OF NORTHAMPTONSHIRE POLICE
THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE
THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE
THE COMMON COUNCIL OF THE CITY OF LONDON IN ITS CAPACITY AS POLICE
AUTHORITY FOR THE CITY OF LONDON
THE COMMISSIONER OF POLICE OF THE CITY OF LONDON**

This memorandum of understanding is dated:

BETWEEN:

- (1)** The Five Police Forces of the East Midlands consisting of the Police and Crime Commissioners for Derbyshire, Leicestershire, Lincolnshire, Northamptonshire and Nottinghamshire and the Chief Constables of Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police whose principle place of business for the purposes of this memorandum of understanding is at Leicestershire Police Force Headquarters, St Johns, Enderby, Leicester LE19 2BX (the "EM Forces") and the City of London Police Force consisting of Common Council of the City of London in its capacity as Police Authority for the City of London and the Commissioner of Police of the City of London ("CoLP") (together the "Forces"); and
 - (2)** **THE HOME OFFICE** of 2 Marsham Street SW1P 4DF acting as part of the Crown (the "Home Office"),
- each a "Party" and together the "Parties".

1. INTRODUCTION

- 1.1 The Home Office is the owner (or authorised licensee) of the Website, the System and the Software and is the provider of various web based software and services (including the Services) which include online functionality.
- 1.2 The EM Forces and the Home Office entered into a memorandum of understanding dated 31 March 2017 (the "Effective Date") in relation to the provision of the Services via a single integration point at Leicestershire Police (the "Original MOU").
- 1.3 As a result of other collaborative arrangements between the EM Forces and CoLP, CoLP wishes to access (and the Home Office has agreed to CoLP accessing) the Services via the single integration point at Leicestershire Police.
- 1.4 The Home Office and the EM Forces have agreed to terminate the Original MOU and to enter into a new memorandum of understanding to extend its terms to the CoLP.
- 1.5 Accordingly, the Home Office has agreed to provide and the Forces have agreed to receive the Services for the benefit of the Authorised Users subject to the terms and conditions of this memorandum of understanding with effect from the Effective Date.

2. LICENCE

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this memorandum of understanding, the Home Office hereby grants to the Forces a non-exclusive, non-transferable, right to permit the Forces and Authorised Users to use the Services during the Subscription Term solely for the Force's policing operations and purposes.
- 2.2 The Parties acknowledge that the Home Office made the Services available to the EM Forces following the Effective Date. The Home Office will make the Services available to CoLP by extending the account set up for the EM Forces to CoLP and by providing to the CoLP login details as soon as practicable following the date of this memorandum of understanding.
- 2.3 Each Force shall use all reasonable endeavours not to access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- (f) causes damage or injury to any person or property;

and the Home Office reserves the right, without liability to the relevant Force, to disable that Force's access to the Services and to remove any material uploaded, if that Force breaches the provisions of this clause 2.3.

2.4 Each Force shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion:
 - (i) and except to the extent expressly permitted under this memorandum of understanding, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) license, sell, rent, lease, transfer, charge, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted in accordance with this memorandum of understanding.

2.5 Each Force shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of it becoming aware of any such unauthorised access or use, shall promptly notify the Home Office.

3. SERVICES

- 3.1 The Home Office shall, during the Subscription Term, provide the Services to the Forces in accordance with and subject to the terms of this memorandum of understanding.
- 3.2 The Home Office shall provide the Services in accordance with **Schedule 2** and the Support Services Policy and shall make the Services available at all times during Normal Business Hours.
- 3.3 The Home Office shall carry out planned maintenance outages outside Normal Business Hours and shall provide the Customer with at least one week's notice of planned maintenance outages.
- 3.4 Subject to clauses 3.3 and 3.5, it is accepted by the Forces that the Services incorporate the Software and are delivered and accessed via the Website and as

such regularly require and receive updates for the purposes of supporting compatibility and fixing errors.

- 3.5 The Home Office may amend the Services provided that:
- (a) any such amendment shall not cause any material variation in the use or receipt of the Services;
 - (b) any such amendment shall not have an adverse impact on the provision of the Services or an Authorised User's experience of using the Services;
 - (c) the Home Office provides each of the Forces with at least three months' prior written notice of the proposed amendment; and
 - (d) each Force shall have a right to withdraw from this memorandum of understanding and provision of the Services immediately on notice without liability to the Home Office if, having received such notice, it does not wish to receive the Services as amended.
- 3.6 The Home Office, acting by itself or through its agents, shall have the right to monitor and assess compliance by each of the Forces of its respective obligations under this memorandum of understanding, including for the purposes of:
- (a) identifying or investigating actual or suspected fraud, impropriety or breach of security;
 - (b) identifying, investigating and monitoring use of the Services other than in accordance with this memorandum of understanding; and
 - (c) carrying out the Home Office's internal and statutory audits and to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983;

provided that it exercises its rights with reasonable prior notice and in a manner which shall not substantially interfere with the Forces' normal operations.

- 3.7 The Home Office acknowledges that the Online Crime Reporting Fees have been agreed on the basis that they include a contribution towards ongoing user research and development to ensure the Services continue to improve and meet user needs. In consideration of such contribution and subject always to clause 3.5, the Home Office shall:
- (a) keep the System, the Software and other technologies used by the Home Office in performing the Services current;
 - (b) cause the delivery of the Services to evolve and be modified, enhanced, supplemented and replaced as necessary for the Services to keep pace with technological advances and advances in the methods of delivering services, where such advances are at the time pertinent and in general use; and
 - (c) actively seek new technologies by surveying key suppliers to identify advances or changes in technology that are appropriate and beneficial to the Forces and Authorised Users.

4. CUSTOMER DATA

- 4.1 Each Force shall own all rights, title and interest in and to all of the Customer Data input by it or on its behalf and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Customer Data.
- 4.2 Save as set out in clause 13.4(c), the Home Office shall not destroy Customer Data without the relevant Force's written instruction. In the event of any loss or damage to

Customer Data, the affected Force's sole and exclusive remedy shall be for the Home Office to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Home Office or its supplier (as appropriate). The Home Office shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Home Office to perform services related to Customer Data maintenance and back-up).

- 4.3 The parties agree that each Force is the Data Controller and the Home Office is the Data Processor in relation to any Customer Personal Data for the purpose of this memorandum of understanding.
- 4.4 Each Force and the Home Office shall enter into a data processing agreement in relation to the Processing of the Customer Personal Data. Should there not be a data processing agreement in place at any time during the Subscription Term, the Home Office shall, without liability to the Forces, disable the Forces' account and suspend access to all or part of the Services and shall not process any Customer Personal Data until one is in place. The Home Office agrees that the Forces shall not be required to (and not be liable to the Home Office for any failure to) perform any of its obligations under this memorandum of understanding (including any obligation to pay the Online Crime Reporting Fees) during any such period of suspension.
- 4.5 The Home Office shall not transfer the Customer Personal Data to any sub-contractors or other third party supplier for the provision of the Services without the prior written consent of the relevant Force(s) and where, such consent is given, shall procure that the relevant third party enters into a data processing agreement in relation to the processing of the Customer Personal Data and shall ensure that the third party does not process any Customer Personal Data until a data processing agreement is in place.
- 4.6 The Home Office shall ensure that:
 - (a) Customer Personal Data is Processed only in accordance with instructions of the relevant Force(s) and only to the extent, and in such manner, as is necessary in order to meet its obligations under this memorandum of understanding or as required by law;
 - (b) appropriate technical and organisational measures to protect the Customer Personal Data are implemented;
 - (c) reasonable steps are taken to ensure the reliability of any Home Office Personnel who have access to the Customer Personal Data;
 - (d) access to the Customer Personal Data is limited to those Home Office Personnel who need to access the Customer Personal Data in order to meet the Home Office's obligations under this memorandum of understanding and that all Home Office Personnel required to access the Customer Personal Data are informed of the confidential nature of the Customer Personal Data and comply with the obligations set out in this clause 4.6;
 - (e) no Home Office Personnel publish, disclose or divulge any of the Customer Personal Data to a third party unless directed in writing to do so by the relevant Force(s); and
 - (f) Personal Data will not be Processed outside the European Economic Area without the prior written consent of the Forces and, where the Forces consents to a transfer, it shall comply with the applicable statutory requirements and any reasonable instructions notified to it by the Forces.

- 4.7 The Home Office shall comply at all times with the Data Protection Act 1998 and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and shall not perform its obligations under this memorandum of understanding in such a way as to cause any Force to breach any of its applicable obligations under such laws.
- 4.8 For the purposes of this memorandum of understanding, the terms "Data Controller", "Data Processor", "Information Commissioner", "Personal Data", "Sensitive Personal Data", "Process" and "Processing" have the meanings ascribed to them as set out in the Data Protection Act 1998.
- 4.9 It is recognised that significant changes to UK Data Protection legislation are due within the term of this Memorandum, specifically the EU General Data Protection Regulation and the associated Law Enforcement Directive. The Parties agree that this Memorandum will be subject to review at the earliest opportunity after such changes have been incorporated into English law.

5. THIRD PARTY PROVIDERS

- 5.1 The Forces acknowledge that the Services may contain hyperlinks to third party websites. The Home Office does not control such other websites and is not responsible for their content, accuracy of information, or expressed opinions or statements. The inclusion of hyperlinks to third party websites does not imply any endorsement of the material on them or any association with their operators.

6. THE HOME OFFICE'S OBLIGATIONS

- 6.1 The Home Office undertakes that the Services will be performed in accordance with **Schedule 2** and with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance or delay in performance to the extent such non-conformance or delay is caused by
 - (a) use of the Services by any of the Forces in breach of the terms of this memorandum of understanding; or
 - (b) modification or alteration of the Services by any party other than the Home Office or the Home Office's duly authorised contractors or agents or without the Home Office's consent.
- 6.3 If the Services do not conform with the undertaking given in clause 6.1, the Home Office will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Forces with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, the Home Office:
 - (a) does not warrant that the Forces' use of the Services will be uninterrupted or error-free; nor that the Services and/or the information obtained by the Forces through the Services will meet the Forces' requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Forces acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.4 This memorandum of understanding shall not prevent the Home Office from entering

into similar memorandums of understanding with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this memorandum of understanding.

- 6.5 The Home Office warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this memorandum of understanding.
- 6.6 The Home Office shall:
- (a) comply with all applicable laws and regulations with respect to the provision of the Services in accordance with this memorandum of understanding;
 - (b) carry out its obligations set out in this memorandum of understanding in a timely and efficient manner;
 - (c) (and shall ensure that any third party sub-processing shall) comply with any data processing agreement to be entered into between the Parties (and, where relevant, the third party sub-processor);
 - (d) use reasonable endeavours not to introduce any Viruses (or otherwise do or refrain from doing anything that may infect or cause damage) to the Forces' systems or otherwise disrupt the provision of the Services and/or the Forces' operations.

7. FORCE'S OBLIGATIONS

- 7.1 The Forces shall:
- (a) ensure that all officers, employees and agents use the Services in accordance with the terms and conditions of this memorandum of understanding and shall be responsible for any Authorised User's breach of this memorandum of understanding;
 - (b) comply with the data processing agreement entered into between the Parties and, where relevant, any approved sub-processor.
 - (c) access the Services through a single integration point with back-end systems.

8. CHARGES AND PAYMENT

- 8.1 In consideration for the receipt of the Services in accordance with the terms of this memorandum of understanding, the Forces shall pay the Online Crime Reporting Fees to the Home Office in accordance with this clause 8 and **Schedule 1**.
- 8.2 The Parties agree that all invoices for the Online Crime Reporting Fees are to be sent to the Police and Crime Commissioner for Leicestershire (the "Leicestershire PCC") who shall be responsible for collecting from the relevant Force its contribution to those invoices and who shall then forward such sums in payment of the invoices to the Home Office in accordance with this memorandum of understanding.
- 8.3 The Home Office acknowledges that pursuant to the Original MOU the Leicestershire PCC provided to the Home Office a purchase order number and other relevant valid, up-to-date and complete contact and billing details as reasonably required by the Home Office in order to invoice the Leicestershire PCC for the Online Crime Reporting Fees in accordance with the Original MOU and this memorandum of understanding.
- 8.4 The Home Office shall invoice the Leicestershire PCC:

- (a) on the date of this memorandum of understanding, the Online Crime Reporting Fees which relate to the Onboarding Services for CoLP (it being acknowledged by the Parties that the Home Office invoiced (and Leicestershire PCC) paid for the Online Crime Reporting Fees which related to the Onboarding Services for the EM Forces) pursuant to the Original MOU;
 - (b) with effect from the Go Live Date, monthly in advance one twelfth ($\frac{1}{12}$) of the Online Crime Reporting Fees which relate to ongoing provision of the Services (other than the Onboarding Services).
- 8.5 The Leicestershire PCC shall pay all sums due to the Home Office within 30 days after receipt of a valid undisputed invoice submitted in accordance with clause 8.4.
- 8.6 Each Force shall pay its contribution to the Online Crime Reporting Fees to the Leicestershire PCC to enable it to comply with its obligation under clause 8.5.
- 8.7 If the Home Office has not received payment of a valid undisputed invoice within 30 days after the due date, and without prejudice to any other rights and remedies of the Home Office:
 - (a) the Home Office may, without liability to the Forces, disable and suspend the Forces' account and access to all or part of the Services and the Home Office shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on such due amounts at an annual rate equal to 1% over the then current base lending rate of National Westminster Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.8 All amounts and fees stated or referred to in this memorandum of understanding:
 - (a) shall be payable in pounds sterling;
 - (b) are exclusive of value added tax, which shall, where payable, be added to the Home Office's invoice(s) at the appropriate rate.
- 8.9 The Leicestershire PCC shall consider and verify any invoices submitted for payment by the Home Office in a timely fashion and, subject to clause 8.10, the Leicestershire PCC acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this clause 8.9 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
- 8.10 If the Leicestershire PCC receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a "disputed invoice"):
 - (a) the Leicestershire PCC shall notify the Home Office in writing as soon as reasonably practicable;
 - (b) the Leicestershire PCC's failure to pay the disputed invoice shall not be deemed to be a breach of this memorandum of understanding by any of the Forces;
 - (c) to the extent such element is readily identifiable, the Leicestershire PCC shall pay any element of the disputed invoice which is not in dispute by its due date;
 - (d) once the dispute has been resolved, where the Leicestershire PCC (on behalf of any Force) or the Home Office is required to make a balancing payment, it shall do so within 5 Business Days and, where the Home Office is required to issue a credit note and/or fresh invoice, it shall do so within 5 Business Days.
- 8.11 Payment of any invoice in full or in part shall be without prejudice to any claims or

rights of any of the Forces against the Home Office in respect of the provision of the Services.

9. PROPRIETARY RIGHTS

- 9.1 The Forces acknowledges and agrees that the Home Office and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, this memorandum of understanding does not grant the Forces any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 9.2 The Home Office confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this memorandum of understanding.

10. CONFIDENTIALITY

- 10.1 Each Party (a "Receiving Party") may be given access to Confidential Information from another Party (the "Disclosing Party") in order to perform its obligations under this memorandum of understanding.
- 10.2 Subject to clause 10.3, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and, unless required by law, not make the Disclosing Party's Confidential Information available to any third party, or use the Disclosing Party's Confidential Information for any purpose other than the implementation of this memorandum of understanding.
- 10.3 The Home Office may disclose a Force's Confidential Information to Home Office Personnel directly involved in the provision of the Services and who need to know the information provided that the Home Office:
 - (a) ensures that such Contractor Personnel are aware of and comply with these obligations as to confidentiality; and
 - (b) shall not disclose Confidential Information to any third party sub-contractor without the prior written consent of the relevant Force.
- 10.4 The Receiving Party shall take all reasonable steps to ensure that the Disclosing Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this memorandum of understanding.
- 10.5 The Forces acknowledge that technical details of the Services, and any results of any performance tests of the Services, constitute the Home Office's Confidential Information.
- 10.6 The Home Office acknowledges that the Customer Data is the Confidential Information of the relevant Force(s).
- 10.7 This clause 10 shall survive termination of this memorandum of understanding, however arising.

11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 11.1 The Home Office warrants that the performance, supply, receipt and use of the Services shall not infringe the Intellectual Property Rights of any third party and, subject to clause 11.2, shall indemnify and keep indemnified the Forces, their

officers, directors and employees and the Authorised Users (the "Indemnitees") in full and shall defend and hold it (and them) harmless on demand from and against any claim, proceeding, action, damage, cost, loss, expense and any other liability suffered or incurred by an Indemnitee or for which an Indemnitee may become liable arising directly or indirectly out of or in connection with any claim made against an Indemnitee that the performance, supply, receipt or use of the Services infringes the Intellectual Property Rights of any third party provided that:

- (a) the Home Office is given prompt notice of any such claim;
- (b) the relevant Force(s) provide(s) reasonable co-operation to the Home Office in the defence and settlement of such claim, at the Home Office's expense; and
- (c) the Home Office is given sole authority to defend or settle the claim.

11.2 In the defence or settlement of any claim, the Home Office may procure the right for the Forces to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this memorandum of understanding on 2 Business Days' notice to the Forces without any additional liability or obligation to pay liquidated damages or other additional costs to the Forces (other than a refund of a reasonable amount in respect of any sums paid for Services not yet delivered).

11.3 In no event shall the Home Office, its employees, agents and sub-contractors be liable to the Forces to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than
 - (i) by the Home Office; or
 - (ii) on the Home Office's behalf; or
 - (iii) with the Home Office's consent; or
- (b) the Forces' use of the Services in a manner contrary to the terms of this memorandum of understanding; or
- (c) the Forces' use of the Services after receipt by the Forces of a notice from the Home Office setting out the alleged or actual infringement and requesting the Forces to cease to use the Services.

11.4 This clause 11 states the Forces' sole and exclusive rights and remedies, and the Home Office's (including the Home Office's employees', agents' and sub-contractors') entire obligations and liability, for infringement of Intellectual Property Rights.

12. LIMITATION OF LIABILITY

12.1 This clause 12 sets out the entire financial liability of any Party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to any other Party in respect of:

- (a) any breach of this memorandum of understanding;
- (b) any use made by the Forces of the Services or any part of it; and
- (c) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this memorandum of understanding.

12.2 Except as expressly and specifically provided in this memorandum of understanding:

- (a) each Force assumes sole responsibility for any conclusions drawn from its use

of reports obtained through the Services;

- (b) the Home Office shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Home Office by the Forces in connection with the Services, or any actions taken by the Home Office at the Forces' specific direction; and
- (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this memorandum of understanding.

12.3 Nothing in this memorandum of understanding excludes or limits the liability of any Party to any other Party:

- (a) for death or personal injury caused by its negligence or that of its employees; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) any liability covered by the indemnity set out in clause 11.1; or
- (d) any other matter which, by law, may not be excluded or limited.

12.4 Subject to clause 12.3:

- (a) No Party shall be liable to any other Party whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this memorandum of understanding; and
- (b) each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising:
 - (i) in connection with loss of or damage to the real property shall not exceed £10,000,000 (ten million pounds);
 - (ii) in connection with the performance or contemplated performance of this memorandum of understanding (other than a loss covered by clause 12.4(b)(i)) shall be limited to an amount equal to 150% (one hundred and fifty per cent) of the total of the Online Crime Reporting Fees payable over the Subscription Term.

13. TERM AND TERMINATION

13.1 This memorandum of understanding shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this memorandum of understanding shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

- (a) either the Home Office or the Leicestershire PCC (on behalf of the Forces) notifies the other parties of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this memorandum of understanding shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this memorandum of understanding;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

- 13.2 Without prejudice to any other rights or remedies to which the Forces may be entitled, the Forces may terminate this memorandum of understanding without liability to the Home Office if:
- (a) the Home Office commits a material breach of any of the terms of this memorandum of understanding and (if such a breach is remediable) fails to remedy that breach within 30 days of the Home Office being notified in writing of the breach; or
 - (b) the Home Office suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its services.
- 13.3 Without prejudice to any other rights or remedies to which the Home Office may be entitled, the Home Office may terminate this memorandum of understanding without liability to the Forces if any of the Forces commits a material breach of any of the terms of this memorandum of understanding and (if such a breach is remediable) fails to remedy that breach within 30 days of the relevant Force being notified in writing of the breach.
- 13.4 On termination of this memorandum of understanding for any reason:
- (a) all licences granted under this memorandum of understanding shall immediately terminate;
 - (b) each Party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to another Party;
 - (c) the Home Office shall promptly return to the Force (or, if requested by the Force, destroy) that Force's Customer Data. If the Home Office has not received written instruction from a Force for the return or destruction of its Customer Data and eight months has elapsed from the effective date of the termination of this memorandum of understanding, then the Home Office may destroy that Force's Customer Data;
 - (d) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 13.5 Where this memorandum of understanding is terminated by a Force in accordance with clause 13.1, the Home Office shall return the Customer Data in the approved format at no cost to the Forces. Otherwise, the Force shall pay the Home Office's reasonable costs of providing the Customer Data and the Home Office shall take all reasonable steps to mitigate such costs.

14. FORCE MAJEURE

- 14.1 No Party shall have any liability to any other Party under this memorandum of understanding if it is prevented from or delayed in performing its obligations under this memorandum of understanding, or from carrying on its business or operations, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction of the Crown, fire, flood or storm provided that the affected Party notifies the other Parties of such an event and its expected duration.

15. WAIVER

- 15.1 A waiver of any right under this memorandum of understanding is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 Unless specifically provided otherwise, rights arising under this memorandum of understanding are cumulative and do not exclude rights provided by law.

16. SEVERANCE

- 16.1 If any provision (or part of a provision) of this memorandum of understanding is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

17. ENTIRE MEMORANDUM OF UNDERSTANDING

- 17.1 This memorandum of understanding, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover (including the Original MOU which the Parties agree has been terminated and replaced in its entirety by this memorandum of understanding).
- 17.2 Each Party acknowledges and agrees that in entering into this memorandum of understanding it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this memorandum of understanding or not) relating to the subject matter of this memorandum of understanding, other than as expressly set out in this memorandum of understanding except that this clause 17.2 shall not exclude liability in respect of any fraudulent misrepresentation.
- 17.3 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of this memorandum of understanding, the provisions of the Schedules and any document referred to in or attached to the Schedules, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:
 - (a) firstly, the clauses of this memorandum of understanding;
 - (b) secondly, the Schedules; and
 - (c) lastly, any document referred to in or attached to the Schedules.

18. ASSIGNMENT

- 18.1 No Party shall, without the prior written consent of the other Parties, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this memorandum of understanding.

19. NO PARTNERSHIP OR AGENCY

- 19.1 Nothing in this memorandum of understanding is intended to or shall operate to create a partnership between the Parties, or authorise any Party to act as agent for any other Party, and no Party shall have the authority to act in the name or on behalf of or otherwise to bind any other Party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. THIRD PARTY RIGHTS

- 20.1 Save as set out in clause 20.2, this memorandum of understanding does not confer any rights on any person or party (other than the Parties and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause 20.1 does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 20.2 The Parties agree that an Authorised User may enforce the indemnity at clause 11.1 against the Home Office.
- 20.3 The Parties hereby exclude the provisions of section 1(1) of the Contracts (Rights of Third Parties) Act 1999 so that they will be entitled to rescind or vary this memorandum of understanding without the consent of any Authorised User which is entitled (or may become entitled) to enforce the terms of the indemnity at clause 11.1 against the Home Office.

21. NOTICES

- 21.1 Any notice required to be given under this memorandum of understanding shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Parties at the address set out on page 2 of this memorandum of understanding or sent by facsimile or sent by electronic mail to the address notified by each party to the other party, or such other address as may have been notified by the relevant Party for such purposes.
- 21.2 A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not during Normal Business Hours, at 9 am on the next Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by facsimile shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). A notice sent by electronic mail shall be deemed to have been given 4 hours after it was sent unless the receiving party acknowledges earlier receipt.

22. GOVERNING LAW AND JURISDICTION

- 22.1 The Parties agree that this memorandum of understanding and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.
- 22.2 The Parties irrevocably agree that, subject to clause 24, the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this memorandum of understanding or its subject matter or formation (including non-contractual disputes or claims).

23. THE FREEDOM OF INFORMATION ACT 2000

- 23.1 All of the Parties to this memorandum of understanding are public authorities to which the Freedom of Information Act 2000 ("FOIA") applies and, as such, the Parties are obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the Freedom of Information Act 2000. In response to a request for information under the Freedom of Information Act 2000 (including information provided by another Party under this memorandum of understanding), any Party may be required to confirm or deny it holds information and, in some cases, communicate the information to the applicant.
- 23.2 The Parties to this memorandum of understanding must respond to requests for information by the 20th Business Day after the request is received and, whilst a Party may consult with another Party (but will not necessarily do so) about specific requests, any such consultation will have to be completed within a very short timescale.
- 23.3 If a Party receives a request for information which includes information provided by (or relating to) another Party, the Parties must consider whether any that information falls within one or more of the exemptions contained in Part II of the Freedom of Information Act 2000. If an affected Party considers the information does fall within any such exemption, then they must set out for the other affected Parties in writing and in detail, at the earliest opportunity the particular information to which any exemption applies and the specific grounds for contending that the exemption exists.
- 23.4 Each Party shall provide the other Parties with all reasonable assistance and co-operation to enable them to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.
- 23.5 No liability shall arise on the part of any Party in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.

24. RESOLUTION OF DISPUTES

- 24.1 Any disputes under this memorandum of understanding will be discussed by senior managers nominated by the Home Office and the Head of Digital Media Services at Leicestershire Police (or such other person nominated by the Forces) on behalf of the Force, in an attempt to find a resolution.
- 24.2 If any dispute cannot be resolved by the Parties pursuant to clause 24.1, any Party may commence court proceedings in accordance with clause 22.
- 24.3 Until the time that a dispute between the Parties is resolved the Home Office shall continue to perform its obligations (and shall continue to be paid by the Forces) in accordance with the terms of this memorandum of understanding.
- 24.4 Nothing in this clause 24 is intended to prevent any Party from commencing any legal proceedings to protect its interests including any interim or interlocutory relief from a court of competent jurisdiction.

25. THE DEFINITIONS AND RULES OF INTERPRETATION

- 25.1 The definitions and rules of interpretation in this clause apply in this memorandum of understanding:
- (a) **Authorised Users:** victims and witnesses of crime authorised by the Forces to

use the Services in order to report crimes/incidents online.

- (b) **Business Day:** any day which is not a Saturday, Sunday or public holiday in the UK.
- (c) **Confidential Information:** any information which has been designated as confidential by the Disclosing Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of a Party and all personal data and sensitive personal data. Confidential Information shall not include information which:
 - (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 10);
 - (ii) was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - (iv) is independently developed without access to the Confidential Information.
- (d) **Customer Data:** in relation to each Force the data (including any Customer Personal Data) input by that Force, any of its Authorised Users or any supplier of the Home Office on the relevant Force's behalf, and from the relevant Force's crime management system as described in **Schedule 2** for the purpose of using the Services or facilitating the use of the Services.
- (e) **Customer Personal Data:** any and all personal data which is provided by or on behalf of the Forces to the Home Office and which the Home Office processes in the provision of the Services in accordance with this memorandum of understanding;
- (f) **Go Live Date:** the date when the Leicestershire PCC confirms in writing to the Home Office that the Onboarding Services have been completed to the Forces' satisfaction.
- (g) **Home Office Personnel:** all employees, agents, consultants and contractors of the Home Office and/or of any sub-contractor of the Home Office.
- (h) **Initial Subscription Term:** the period from the Effective Date until 31 March 2018.
- (i) **Intellectual Property Rights:** copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights, chip topography rights, and any other intellectual property rights (whether registered or unregistered) and all applications for any of the foregoing, anywhere in the world.
- (j) **Normal Business Hours:** 9.00 am to 5.00 pm local UK time (GMT), each Business Day.
- (k) **Renewal Period:** the period described in clause 13.1.
- (l) **Services:** the online crime reporting services provided by the Home Office to the Forces under this memorandum of understanding via the Website as particularly described in **Schedule 2**.
- (m) **Software:** the online software applications provided by the Home Office as part of the Services.

- (n) **Subscription Term:** has the meaning given in clause 13.1.
- (o) **Support Services Policy:** The Home Office's policy for providing support in relation to the Services as detailed in **Schedule 3**.
- (p) **System:** the information and communications technology equipment and systems described in paragraph 2.7 of **Schedule 2**.
- (q) **Onboarding Services:** the onboarding services which form part of the Services and are described in paragraph 1 of **Schedule 2**.
- (r) **Online Crime Reporting Fees:** the fees payable by the Leicestershire PCC on behalf of the Forces to the Home Office for the Services as set out in **Schedule 1**.
- (s) **Virus:** any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- (t) **Website:** the internet site at the domain www.police.uk.

- 25.2 Clause, schedule and paragraph headings shall not affect the interpretation of this memorandum of understanding.
- 25.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 25.4 Words in the singular shall include the plural and vice versa.
- 25.5 A reference to one gender shall include a reference to the other gender.
- 25.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 25.7 References to clauses and schedules are to the clauses and schedules of this memorandum of understanding; references to paragraphs are to paragraphs of the relevant schedule to this memorandum of understanding.
- 25.8 A reference to a single Force or a single police force shall mean the Police and Crime Commissioner /Police Authority and/or the Chief Constable/Commissioner from that force area.

SCHEDULE 1 – ONLINE CRIME REPORTING FEES

The Online Crime Reporting Fees are made up of the following elements:

- a one-off fee of £10,000 (ten thousand pounds) per Force for the Onboarding Services ie £60,000 (sixty thousand pounds) in total; and
- an ongoing fee of £15,000 per annum (which equates to £1,250 per month) for the ongoing provision of the Services (other than the Onboarding Services) to the Forces.

Where a Force requests additional services not covered by the description of the Services set out in **Schedules 2 and 3**, the Home Office shall (unless the Parties agree otherwise) be entitled to charge the sum of £600 per day for such agreed additional services.

SCHEDULE 2 – SERVICES

The Services are the provision of a secure web based Software that provides a portal for members of the public to report crime online and for police officers and police staff to access and view that report.

1. ONBOARDING SERVICES

- 1.1 The Home Office shall provide dedicated developer support to assist the Forces to onboard on to the Services.

2. ONGOING SERVICES

2.1 Introduction

- (a) The online crime reporting facility provided by the Home Office through the Services provides an additional channel for members of the public to report crimes to the Police.
- (b) As with the 101 service, online crime reporting is intended for non-emergency contact; in the event of an emergency or an incident in progress, the public are requested to telephone 999 or their local police force.
- (c) The online crime reporting facility provided by the Service shall enable the Forces contact centres to view and risk assess the report.

2.2 Access and use by members of the Public

- (a) Authorised Users who are members of the public when using the Services shall be presented with a form to complete online and the option to file the completed form as a report with their respective police force (which the Authorised User has to specify). The form has been and will continue to be extensively user-tested to ensure that it remains easy to use and meets Authorised Users' needs.
- (b) Authorised Users shall be able to move between web pages, completing details about themselves, witnesses, victims, crimes or incidents.
- (c) Incomplete reports are encrypted at record-level at the server using a key unique to that person. Once the form has been completed, the Authorised User is presented with a 'temporary reference number'. Whilst this isn't an official crime reference number, it is something tangible they can use later to follow up their crime report if they need to. Completed reports are encrypted and remain at rest for no longer than five minutes (until the back-end server picks them up).
- (d) This process has been penetration tested and accredited by the national police accreditor.

2.3 Access and use by police officers and staff

- (a) A secure server hosted within West Yorkshire Police's data centre checks for complete reports every five minutes, collects them and decrypts them. In accordance with Open Data Standards, a REST API exposes the reports in JSON format to be consumed only by the forces that own them.
- (b) Following successful authentication, an Authorised User who is a police officer or a member of police staff, the Authorised User shall be able to request and

view a list of and pick up individual crime reports via the Website by reference to the temporary reference number assigned to that crime report as set out in paragraph 2.2(c).

- (c) A simple call-back method allows an Authorised User to flag a report by giving the relevant temporary reference number once it has been successfully picked up from the Website so that it can be immediately marked for deletion.
- (d) Completed reports are only stored electronically by the Home Office for a maximum of 120 days; 90 days in the database accessed via the Website plus up to 30 days in secure offsite backups.

2.4 JSON->XML convertor for Niche

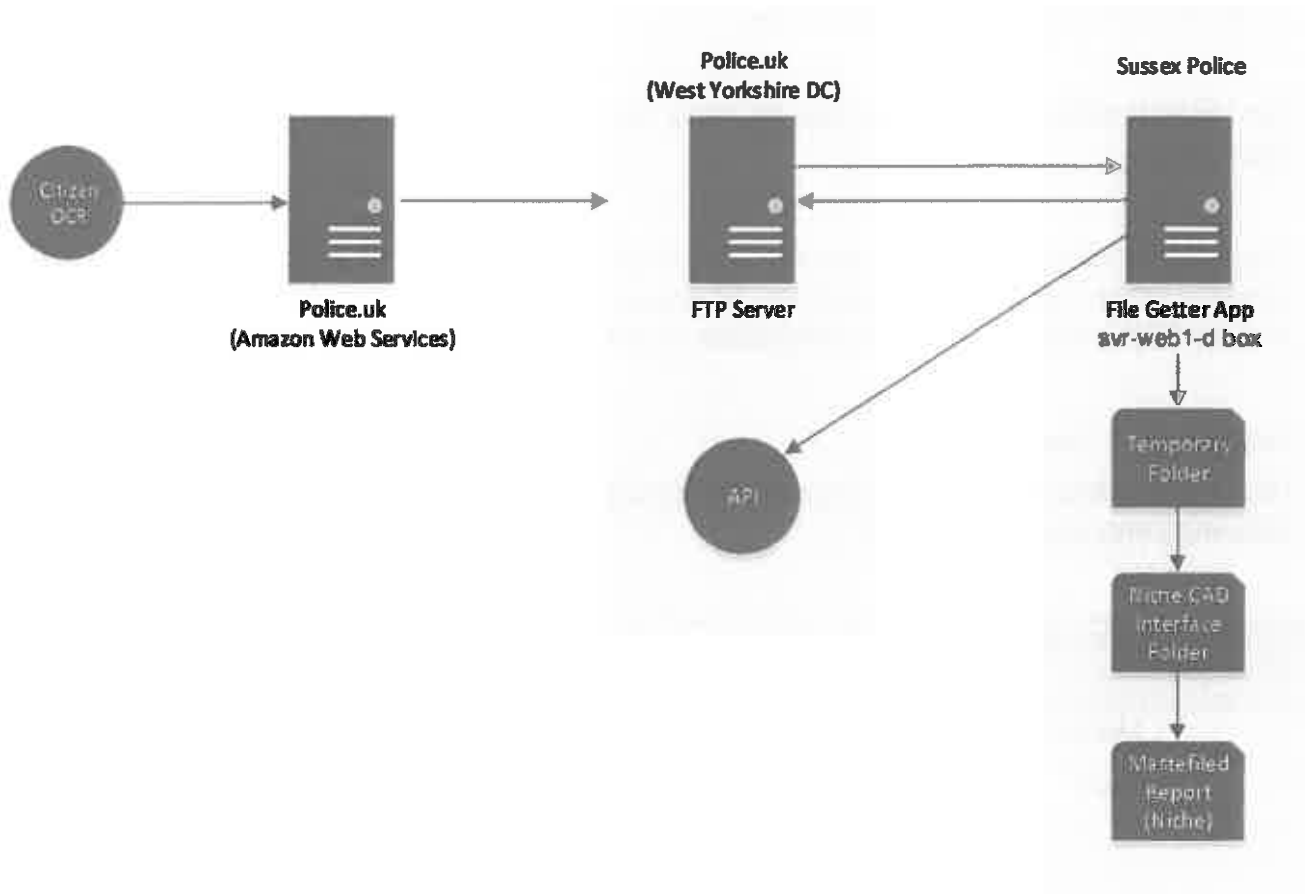
- (a) The Services includes an application which has been developed which translates JSON responses from the Software/Services into Niche-compatible XML files that validate against Niche's schema. Feasibly, this convertor application could be used to reduce the double-keying of data and automatically present user-entered crime reports within the Niche interface.

2.5 Hosting, ongoing maintenance and support

- (a) The Services includes the following:
 - (i) hosting of the System;
 - (ii) annual penetration testing of the System;
 - (iii) ensuring the security accreditation is maintained throughout the Subscription Term;
 - (iv) ongoing maintenance and repair of the System;
 - (v) configuration of the Services to the specific requirements of the Forces.

2.6 The System / architecture diagram

- (a) the System consists of the Website and all other front-end and back-end servers, including backup servers used by the Home Office to provide the Services.
- (b) The architectural design of the System is illustrated below:



The diagram above illustrates the System from a member of public Authorised User's front-end to a police officer or member of police staff Authorised User's back-end crime management system.

SCHEDULE 3 – SUPPORT SERVICES POLICY

The Home Office shall ensure the provision of the following support services as part of the Services.

Support services comprise technical support services relating to bugs or problems with the system and do not include questions, feedback or lost password queries (all of which will be referred to the relevant Force's designated contact).

Service Level Targets

The Home Office shall use all reasonable endeavours to resolve bugs or problems within the following service level targets:

Priority	Description	Reporter Updated	Service Restored	Permanent Solution
1	Medium	36 hours	36 hours	6 months
2	Low	48 hours	48 hours	12 months

Definitions

Terminology	Meaning
Priority 1 – Medium	Examples include (but are not limited to): service unavailable to a single user; password reset; performance degraded but can be circumvented
Priority 2 – Low	Examples include (but are not limited to): non Service critical incident, incident can be circumvented
Reporter Updated	The Home Office's supplier's service desk or authorised person has investigated the problem and been in contact with the incident reporter to advise them of progress.
Service Restored	The Services have been restored to an operational state that enables the relevant Force to continue with its business and operational processes and Authorised Users use of the Services.
Permanent Solution	A permanent solution has been applied to rectify the problem at the root cause of the incident and the Home Office has provided, if necessary, appropriate supporting documentation for its implementation.

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Procedure for Reporting Issues

Normal Business Hours

All incidents should be reported on-line via: Policeuk-support@rkh.co.uk or such alternative address as may be notified by the Home Office to the Forces from time to time. The support email address is the fastest and best way of reporting incidents during Normal Business Hours.

As witness the hands of the Parties the day and year first above-written

Signed for and on behalf of The Police and Crime Commissioner for Derbyshire

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Signed for and on behalf of The Police and Crime Commissioner for Leicestershire

.....

Signed for and on behalf of The Police and Crime Commissioner for Lincolnshire

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Signed for and on behalf of The Police and Crime Commissioner for Northamptonshire

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Signed for and on behalf of The Police and Crime Commissioner for Nottinghamshire

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Signed for and on behalf of The Chief Constable of Derbyshire Constabulary

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Signed for and on behalf of The Chief Constable of Leicestershire Police

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Signed for and on behalf of The Chief Constable of Lincolnshire Police

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Signed for and on behalf of The Chief Constable of Northamptonshire Police

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Signed for and on behalf of The Chief Constable of Nottinghamshire Police

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Signed for and on behalf of The Chief Constable of Nottinghamshire Police

.....

Signed for and on behalf of The Common Council of the City of London in its capacity as Police Authority for the City of London

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Signed for and on behalf of The Commissioner of Police of the City of London

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Signed for and on behalf of The Home Office

.....

Home Office
Crime, Police and Fire Group
(CPFG)