

DATED

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AGREEMENT

BETWEEN

(1) THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE AND THE CHIEF CONSTABLE
OF LEICESTERSHIRE POLICE

(2) THE POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE AND THE CHIEF CONSTABLE OF
LINCOLNSHIRE POLICE

IN RELATION TO THE PROVISION OF
CRIMINAL JUSTICE SUPPORT SERVICES
FOR LINCOLNSHIRE POLICE

THIS AGREEMENT is made

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Parties

- (1) The Police and Crime Commissioner for Leicestershire and the Chief Constable of Leicestershire Police both of Force Headquarters, St. Johns, Enderby, Leicestershire, LE19 2BX ("**Supplier**"); and
- (2) The Police and Crime Commissioner for Lincolnshire and the Chief Constable of Lincolnshire Police both of Police Headquarters, Deepdale Lane, Nettleham, Lincoln, Lincolnshire, LN2 2LT ("**Client**").

(each of the Supplier and the Client being a "**Party**" and together the Supplier and the Client are the "**Parties**")

BACKGROUND

To assist the Client with its criminal justice department, the Client wishes to purchase and the Supplier is willing to provide certain support services on the terms set out in this Agreement.

THE PARTIES AGREE:

1. Definitions and Interpretation

1.1. In this Agreement, unless otherwise provided:

Agreement	means the terms in the main body of this agreement and the Schedules attached to this agreement;
Business Day	means any day (other than a Saturday or Sunday) on which banks are generally open in London for non-automated normal business;
Charges	means any agreed or reasonable charges (exclusive of any applicable VAT) incurred by the Supplier in the performance of this Agreement and payable by the Client to the Supplier in addition to the Fees;
Commencement Date	means the date set out in Schedule 1;
Data Protection Legislation	means the Data Protection Act 2018, the UK GDPR and any national implementing laws, regulations, and secondary legislation and other Acts of Parliament relating to data protection, as amended or updated from time to time, in the UK;
EIR	means the Environmental Information Regulations 2004;
Fees	means the fees (exclusive of any applicable VAT) payable by the Client to the Supplier for the Services as set out in Schedule 1;
FOIA	means the Freedom of Information Act 2000;
Force Majeure	means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from

performing its obligations hereunder. Inability to pay is not Force Majeure;

Good Industry Practice	means in relation to any undertaking and any circumstances, the exercise of that degree of care and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances;
Initial Term	means the initial period for the provision of the Services specified in Schedule 1;
Information	has the meaning given to it under section 84 of the FOIA;
Intellectual Property Rights	means 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;
Renewal Term	means the twelve-month period after the expiry of the Initial Term and each subsequent twelve-month period;
Representatives	means the officers, employees, agents, contractors and/or representatives of the Client and other persons duly authorised on its behalf in the receiving of the Services pursuant to this Agreement;
Services	means the services described in Schedule 2;
UK GDPR	has the meaning given in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994 (or any similar replacement tax).

1.2. Unless the context otherwise requires:

- 1.2.1. each gender includes the others;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. references to clauses or schedules mean to clauses or Schedules of this Agreement;
- 1.2.4. references to this Agreement include its Schedules;
- 1.2.5. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.6. headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;

- 1.2.7. references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.8. the words 'including' or 'includes' means including or includes without limitation; and
- 1.2.9. in the event and to the extent only of any conflict between the clauses and the content of any of the Schedules, the clauses shall prevail.

2. The Services

- 2.1. Subject to receipt of the Fees, the Supplier shall provide the Services to the Client during the Initial Term and each subsequent Renewal Term unless or until the provision of the Services is terminated in accordance with the terms of this Agreement.
- 2.2. The Supplier shall provide the Services in accordance with Schedule 2 and all applicable law and shall use its reasonable endeavours to perform the Services in a reasonable timeframe but time for performance shall not be of the essence.

3. Invoicing and payment

- 3.1. The Supplier shall invoice the Client for the Fees in the amounts and at the time(s) specified in Schedule 1.
- 3.2. The Supplier shall invoice the Client for any Charges as such Charges are incurred.
- 3.3. The Client shall pay to the Supplier the Fees and any Charges which fall due in accordance this Agreement within 30 days of receipt of the Supplier's invoice or, if earlier, at the times specified in Schedule 1.
- 3.4. The Client shall, in addition to the Fees and any Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to any VAT chargeable on the value of the Services provided in accordance with this Agreement.
- 3.5. If any sum due to the Supplier in accordance with this Agreement (other than one which is the subject of a genuine dispute which is notified to the Supplier in accordance with clause 3.6) is in arrears for more than 30 days after the due date, the Supplier may without prejudice to any other right or remedy:
 - 3.5.1. charge interest on such overdue sum on a day-to-day basis from the original due date until paid in full at the rate prescribed in the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - 3.5.2. suspend (without liability on the Supplier's part) the provision of the Services on 10 Business Days' prior written notice.
- 3.6. The Client must notify the Supplier in writing within 10 Business Days of receipt of an invoice if the Client considers such invoice incorrect or invalid for any reason and within such notification give the reasons for withholding payment failing which the Client will raise no objection to any such invoice and shall make full payment in accordance with it.
- 3.7. The Fees are fixed for the Initial Term. The Supplier shall have the right to vary the Fees with effect from the expiry of the Initial Term.

4. Intellectual Property Rights

- 4.1. The Parties agree that any Intellectual Property created prior to the Commencement Date (“Background IPR”) shall remain the property of the Party which created it
- 4.2. The Parties agree that any Intellectual Property in any product, services or deliverable created by them during the term of this Agreement shall be jointly owned by the Parties and each Party shall be free to use, copy, modify, adapt, publish, create derivative works from, sub-licence, sell, rent, lease, transfer and/or commercially exploit such jointly owned Intellectual Property without the consent of the other Parties.
- 4.3. Each Party hereby grants to the other Party a non-exclusive, royalty-free licence to use, copy, modify and adapt its Background IPR to the extent necessary to enable it to perform its obligations set out in this Agreement or to enjoy the benefit of any jointly owned Intellectual Property.
- 4.4. Except as expressly set out in this clause 4, nothing in this Agreement shall have the effect of assigning, transferring or licensing to the Client any Intellectual Property Rights of either Party or their licensors.

5. Warranties

- 5.1. Subject to the exceptions set out in this clause 5 and the limitations of liability set out in clause 6, the Supplier warrants that all personnel engaged in the provision of Services shall have the appropriate qualifications, training and experience required for the tasks they undertake in relation to the Services and that it shall provide the Services in accordance with Good Industry Practice.
- 5.2. To the extent permitted by applicable law, the Supplier disclaims all other warranties and conditions as to the Services including implied warranties relating to quality, fitness for a particular purpose, or ability to achieve a particular result.
- 5.3. The Supplier undertakes to use all reasonable endeavours to remedy free of charge to the Client any faulty work arising from a breach of the warranty in clause 5.1 which is reported to the Supplier in writing within 10 Business Days after performance by the Supplier of such work. If the Supplier rectifies such faulty work by the provision at the Supplier’s option of replacement or additional materials or services within a reasonable period of time, then the Supplier shall have no other liability of any kind in respect of or arising from such faulty work.
- 5.4. The Supplier shall not be liable for any failure of the Services to comply with the provisions of clause 5.1 where the same arises directly or indirectly and whether in whole or in part as a result of:
 - 5.4.1. a breach by the Client of any of its obligations under this Agreement;
 - 5.4.2. an event of Force Majeure;
 - 5.4.3. any design, specification or requirement of the Client; or
 - 5.4.4. use of any materials provided by the Client.

6. Limitation of liability

- 6.1. Nothing in this Agreement shall exclude or restrict either Party’s liability for:
 - 6.1.1. fraud;

- 6.1.2. death or personal injury resulting from the negligence of a Party or its employees while acting in the course of their employment; or
 - 6.1.3. any other liability that cannot be limited or excluded by law.
- 6.2. Subject to clause 6.1, the Supplier's liability to the Client in contract, tort (including negligence), misrepresentation (whether innocent or negligent) breach of statutory duty or otherwise arising out of or in connection with the Services or other performance or non-performance of the Supplier's obligations in accordance with this Agreement shall:
- 6.2.1. be limited to 100% of the aggregate of all Fees and Charges paid by the Client in accordance with this Agreement for the preceding twelve months in respect of any one incident or any series of connected incidents;
 - 6.2.2. not extend to any:
 - 6.2.2.1. loss of profits;
 - 6.2.2.2. loss of revenue;
 - 6.2.2.3. loss of business;
 - 6.2.2.4. loss of goodwill;
 - 6.2.2.5. loss of contracts;
 - 6.2.2.6. loss of anticipated savings;
 - 6.2.2.7. loss of production;
 - 6.2.2.8. loss of or corruption to data; or
 - 6.2.2.9. any other special, indirect or consequential loss or damage whatsoever, whether sustained by the Client or any other person and even if foreseeable or if the Supplier has been advised of their possibility.

7. Insurance

- 7.1. Each Party shall take out and maintain, or procure the taking out and maintenance of, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by that Party, arising out of that Party's performance of (or failure to perform) its obligations in accordance with this Agreement including death or personal injury, loss of or damage to property or any other loss (including employer's liability, public liability, and professional negligence insurance).

8. Client's obligations

- 8.1. The Client undertakes (at its own cost and expense) to:
 - 8.1.1. provide the Supplier with all necessary information, facilities, support and services reasonably required by the Supplier for the performance of its obligations to the Client in accordance with this Agreement and full access to the areas in which the Services are to be performed at the Client's premises;
 - 8.1.2. take all reasonable steps to ensure the health and safety of the Supplier's representatives while they are at the Client's premises;
 - 8.1.3. cooperate with the Supplier in all matters arising under this Agreement or otherwise in relation to the performance of the Services;

- 8.1.4. inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;
- 8.1.5. ensure that its Representatives cooperate fully with the Supplier in relation to the provision of the Services;
- 8.1.6. be fully responsible for all applications, data, interfaces, hardware and equipment within its control unless agreed otherwise;
- 8.1.7. comply with all applicable legislations, regulations and guidance in relation to its obligations under this Agreement.

9. Duration and Termination

- 9.1. This Agreement shall commence on the Commencement Date and shall continue in force unless it is terminated in accordance with the terms of this Agreement or otherwise by operation of law.
- 9.2. Either Party may terminate the provision of the Services for any Renewal Term by giving the other Party at least 3 months' written notice prior to the commencement of the applicable Renewal Term.
- 9.3. Either Party may (without prejudice to its other rights) terminate this Agreement at any time forthwith by notice in writing to the other if the other Party defaults in due performance or observance of any of its material obligations in accordance with this Agreement, and (in the case of a breach capable of remedy) fails to remedy the breach within 30 days of receipt of a written notice requesting it to do so.
- 9.4. Termination of this Agreement for any reason, shall be without prejudice to the rights and liabilities of either Party which may have accrued on or at any time up to the date of termination nor affect the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 9.5. The provision of clauses 1, 2, 4, 6, 9.4, 12, 16, 17, 19, 21, 22, 23 and this clause 9 shall continue in full force after termination of this Agreement.

10. Force Majeure

- 10.1. A Party shall not be liable if delayed in or prevented from performing its obligations in accordance with this Agreement due to Force Majeure, provided that it:
 - 10.1.1. promptly notifies the other Party of the Force Majeure event and its expected duration; and
 - 10.1.2. uses reasonable endeavours to minimise the effects of that event.
- 10.2. If, due to Force Majeure, a Party:
 - 10.2.1. is or is likely to be unable to perform a material obligation of this Agreement; or
 - 10.2.2. is or is likely to be delayed in or prevented from performing its obligations under this Agreement for a continuous period of more than 3 months OR a total of more than 90 Business Days in any twelve months of operation of this Agreement;

the other Party may within one month terminate this Agreement on notice or the Parties shall, within 30 Business Days, renegotiate this Agreement to achieve, as nearly as possible, its original commercial intent.

11. Data Protection and Data Sharing

- 11.1. For the purposes of this clause 11, the terms “personal data”, “personal data breach”, “processor”, “controller”, “subject access request” and “Information Commissioner” shall have the meanings given to those terms in Data Protection Legislation.
- 11.2. Without prejudice to any other provision of this Agreement each Party shall at all times duly observe all their obligations under the Data Protection Legislation and shall comply with any notification requirements under Data Protection Legislation.
- 11.3. Where the Supplier is required to process personal data to facilitate the provision of the Services, the Supplier will be the processor, acting on behalf of the Client who will be the controller.
- 11.4. Any processing carried out by the Supplier in relation to this Agreement shall be as described in Schedule 3, as updated from time to time by written agreement of the Parties.
- 11.5. The Supplier shall ensure that appropriate security measures are applied to any personal data processed on behalf of the Client, which shall be retained securely by the Supplier for the minimum time necessary to provide the Services.
- 11.6. In respect of any personal data processed for the purposes of the Services or this Agreement, no personal data collected or processed for any purposes connected with the Services or this Agreement shall be disclosed to any person otherwise than in accordance with the Data Protection Legislation.
- 11.7. In the event that one Party receives a data subject access request or any request for information or any notice from the Information Commissioner they will promptly inform the other Party and the other Party (to the extent relevant) will at its own cost give reasonable assistance in responding to such request or notice.
- 11.8. In the event one Party becomes aware of any actual or suspected personal data breach they will promptly inform and assist the other Party in order that appropriate action can be taken in accordance with Data Protection Legislation.
- 11.9. Any personal data disclosed by any Party to another for use within the Services or the terms of this Agreement will be held and processed strictly in accordance with the Data Protection Legislation (where applicable) and (subject to clauses 12 and 13) any common law obligation of confidentiality.
- 11.10. The Parties agree that in the future, if it becomes apparent that further data processing/data sharing arrangements are required, that they will work cooperatively to put in place such arrangements expeditiously.

12. Confidentiality

- 12.1. Each Party shall treat as confidential all information obtained from the other Party pursuant to or in connection with this Agreement which is designated as confidential by the other Party or which is by its nature clearly confidential. The recipient Party shall not disclose such confidential information to any person (except only to those officers, employees, agents, sub-contractors, suppliers and other representatives who need to know it for the performance of

its obligations set out in this Agreement) or use such confidential information without the other Party's prior written consent. This clause 12.1 shall not extend to information which:

- 12.1.1. was in the possession of the recipient Party (with full right to disclose) before receiving it;
 - 12.1.2. is already or becomes public knowledge (otherwise than as a result of a breach of this clause 12);
 - 12.1.3. is independently developed by the recipient Party without access to or use of such information;
 - 12.1.4. is required to be disclosed by law or regulatory authority.
- 12.2. Each Party shall ensure that all persons to whom it discloses any confidential information of the other Party are aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidence to the other Party. These obligations of confidentiality shall survive any termination of this Agreement.
- 12.3. Each Party shall establish and maintain adequate security measures to safeguard information of the other Party in its possession from unauthorised access, use or copying.

13. Freedom of Information

- 13.1. Each Party acknowledges that, in order to be compliant with the FOIA and the EIR, the other Party may be obliged, on request, to provide or consider the provision of Information to third parties where that Information constitutes or may constitute confidential information of the other Party. Subject to the provisions of this clause 13, the first Party shall assist and cooperate with the other Party (at the first Party's expense) to facilitate the other Party's compliance with the FOIA and/or EIR in that regard.
- 13.2. Without prejudice to the generality of their obligations set out in clause 13.1, each Party shall:
- 13.2.1. transfer any request for Information that it receives, to the other Party as soon as practicable after receipt and in any event within 2 Business Days following receipt of that request for Information; and
 - 13.2.2. provide the other Party with a copy of all Information in its possession, power or control that the first Party reasonably considers is relevant to the request for Information in the form that the first Party requires as soon as practicable and in any event within 5 Business Days following receipt of the first Party's request for that Information (and any follow-up Information required by the first Party thereafter within 2 Business Days following receipt of the first Party's follow-up request).
- 13.3. The Parties further acknowledge that, notwithstanding any other provisions of this clause 13, each Party may, acting in accordance with the FOIA Code, be obliged pursuant to the FOIA or the EIR to disclose Information that is or may be the other Party's confidential information:
- 13.3.1. in certain circumstances without consulting with the other Party; or
 - 13.3.2. following consultation with the other Party and having taken the other Party's views into account;
- provided always that where clause 13.3.1 applies, the first Party shall, where appropriate and without putting itself in breach of any applicable law, in accordance with the

recommendations of the FOIA Code draw this to the attention of the other Party prior to any disclosure.

- 13.4. Subject to each Party complying with its obligations set out in this clause 13, neither Party shall be liable for any loss, damage, harm or other detriment suffered by the other Party or any contractor of the other Party arising from the disclosure of any Information, whether or not such Information is the other Party's confidential information, in accordance with the FOIA or EIR.

14. Disputes

- 14.1. The Parties undertake that they shall use all reasonable endeavours in good faith to resolve any dispute between them.
- 14.2. Any dispute between the Parties arising out of or in connection with this Agreement or its termination shall in the first instance be referred to the Head of Crime at Lincolnshire Police and the Head of Criminal Justice at Leicestershire Police for discussion and attempt to resolve the matter. If the dispute is not resolved at that meeting the dispute shall be referred to the ACC of Lincolnshire Police and the ACC of Leicestershire Police. If the ACCs are unable to resolve the matter, the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.
- 14.3. Nothing in clause 14.2 shall restrict, at any time while any dispute resolution procedure is in progress or before it is evoked, the freedom of either Party to commence legal proceedings to preserve a legal right or remedy pending the outcome of the dispute.

15. Assignment

- 15.1. Neither Party shall be entitled to assign, transfer, sub-contract or in any other way dispose of any of its rights or obligations under this Agreement without the other Party's prior written consent.

16. Severability

- 16.1. If any part, term or provision of this Agreement not being of a fundamental nature is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.

17. Entire agreement

- 17.1. This Agreement is the entire agreement between the Parties in relation to its subject matter. To the fullest extent permitted by law no other terms apply.
- 17.2. Without prejudice to clause 17.1, or to liability for fraudulent misrepresentation, each Party acknowledges that has not relied on any statement or representation given by or for the other in entering into this Agreement.

18. No waiver

- 18.1. Unless otherwise agreed in writing, no delay, act or omission by either Party in exercising any right or remedy shall be deemed a waiver of that, or any other, right or remedy.

19. Notice

- 19.1. Notices under this Agreement shall only be valid if in writing and sent to the Party's address above. They may be given, and shall be deemed received:

19.1.1. by first-class post: two Business Days after posting;

19.1.2. by airmail: seven Business Days after posting; or

19.1.3. by hand: on delivery.

19.2. For the avoidance of doubt, any notice given under this Agreement shall not be validly given or received if sent by electronic mail unless it is also confirmed by a letter sent by post.

20. Variation

20.1. This Agreement may be amended only in writing signed by both Parties.

21. Relationship of the Parties

21.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided in this Agreement.

22. Rights of third parties

22.1. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

23. Counterparts

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

24. Governing law and jurisdiction

24.1. Subject to clause 14, this Agreement and/or any non-contractual obligations or matters arising out of or in connection with it shall be governed by and construed and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

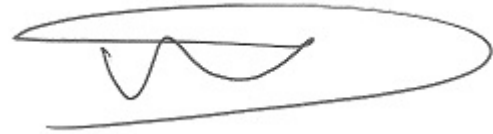
AS WITNESS the hands of the Parties the day and year first above written

Signed by)
for and on behalf of the Police and)
Crime Commissioner for Leicestershire)

Signed by)
for and on behalf of)
the Chief Constable of Leicestershire Police)

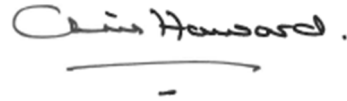
Signed by)

for and on behalf of the Police and)
Crime Commissioner for Lincolnshire)



24/07/2022

Signed by)
for and on behalf of)
the Chief Constable of Lincolnshire Police)



20 October 2022

SCHEDULE 1
Commercial Terms

1 COMMENCEMENT DATE

1st September 2022

2 INITIAL TERM

1st September 2022 to 31st August 2023

3 FEES

£96,934 (ninety six thousand nine hundred and thirty four pounds) per annum, invoiced in two instalments as follows:

- 1st September for the period 1st September to 31st March £56,545
- 1st April for the period 1st April to 31st August £40,389

SCHEDULE 2

The Services

1. The Supplier shall:
 - 1.1. provide the support of Leicestershire Police's Head of Criminal Justice, Performance and Development Manager, Analyst, Auditor, Business Support officer, Clinical Governance Co-ordinator and the Witness Care Manager;
 - 1.2. provide management information for custody in a number of key performance areas;;
 - 1.3. develop and share management information for prosecutions, both as a team and internally within Lincolnshire Police;
 - 1.4. support data requests, such as the Force Management Statement, Freedom of Information requests, HMICFRS data requests, ICV findings;
 - 1.5. represent Lincolnshire Police's criminal justice department at regional and Lincolnshire Police internal meetings, including the JOIM, bail management and operational custody meeting;
 - 1.6. provide support/briefing at a national level with attendance at NPCC criminal justice related meetings; and
 - 1.7. provide support in relation to clinical governance queries in custody.

SCHEDULE 3

Processing

Description	Details
Subject matter of the processing	The Services to be provided by the Supplier shall include the provision of an analytical and audit capability to the Client in respect of custody and prosecution records held on NicheRMS.
Duration of the processing	For the duration of this Agreement
Nature and Purpose of the processing	<p>All police forces are required to ensure compliance with legislation and procedures relating to individuals whilst held in custody and during the prosecution process.</p> <p>The Client will be subject of inspections by Her Majesty’s Inspectorate of Constabulary and Fire and Rescue Service (HMICFRS), to ensure compliance with legislative and procedural obligations.</p> <p>The Client has therefore commissioned the Supplier, acting as Processors on their behalf and as prescribed by this Agreement, to analyse prescribed activities as detailed below and review and report on compliance with legislation and procedures.</p> <p>1 Statistical Reporting</p> <p>To enable the Supplier to undertake this part of the Services, the relevant member(s) of Supplier staff (“Analyst”) will be permitted access to the Client’s Custody and Prosecution data held on the Niche RMS for this specific purpose only.</p> <p>The Analyst will access the Client’s Niche RMS and search for the data detailed in ‘Type of Personal Data’. They will commit findings to Excel Spreadsheets held on the Supplier’s Servers.</p> <p>The Analyst will complete their analysis and will forward the results via secure means to the agreed Single Point of Contact (SPOC) within the Client’s Criminal Justice Services (“CJS”).</p> <p>Data obtained for the purpose of statistical reporting will be held securely on the Supplier’s Servers, within its CJS and only accessed by those authorised to do so pursuant to this Agreement.</p> <p>2 Compliance Audit Data</p> <p>The Client also requires the Analyst to undertake Compliance Audits. The relevant data for this purpose is shown below under ‘Specific Audit Data’ below.</p> <p>To enable the Analyst to undertake the Audit role, the Analyst will be permitted access to the Client’s Custody and Prosecution data held on the Niche RMS for this specific purpose only.</p>

	<p>The observations will be analysed and the findings from the Audit will be forwarded securely to the Client’s SPOC in the form of an Audit Report.</p> <p>Data obtained for the purpose of the Audit will be held securely on the Supplier’s Servers, within its CJS and only accessed by those authorised to do pursuant to this Agreement.</p> <p>3 Personal Data Analysed for Element Assessment</p> <p>The Client also requires the Analyst to undertake an assessment of certain elements within the prosecution process. The relevant data for this purpose is shown below in the section marked ‘Personal Data Analysed for Element Assessment’.</p> <p>To enable the Analyst to undertake this analysis on behalf of the Client, the Analyst will need to review the prosecution files held within the Client’s Niche RMS.</p> <p>The Analyst will complete their analysis and will forward the results via secure means to the agreed Single Point of Contact (SPOC) within the Client’s CJS.</p> <p>Data obtained for the purpose of the Element Assessment will be held securely on the Supplier’s Servers, within its CJS and only accessed by those authorised to do so pursuant to this Agreement.</p> <p>4 Crime and Justice Efficiency and Effectiveness Performance Health Check - Targeted Metrics</p> <p>A Regional Balanced Scorecard is created using targeted metrics. The list of data to be produced is shown below.</p> <p>To enable the Supplier to undertake the research to provide the Performance health check on behalf of the Client, the Analyst will need to review the custody record and prosecution files held within the Client’s Niche RMS.</p> <p>The Analyst will complete their analysis and will forward the results via secure means to the agreed Single Point of Contact (SPOC) within the Client’s CJS.</p> <p>Data obtained for the purpose of the Performance Health Check, will be held securely on the Supplier’s Police Servers, within its CJS and only accessed by those authorised to so pursuant to this Agreement.</p>
<p>Type of Personal Data being Processed</p>	<p>1 Statistical Analysis - Type of Personal Data being Processed</p> <p>Below is a description of the Client’s data being accessed and processed by the Supplier (through the Analyst) pursuant to this Agreement:</p> <ul style="list-style-type: none"> • Custody performance data as agreed by both parties • Case performance data as agreed by both parties; to include Traffic, Crime, Archive Unit, Witness Care and Evidence Management <p>2 Type of Personal Data being Processed - Specific Audit Data</p>

	<p>The Supplier will analyse the following information for compliance audit purposes and provide a report on the findings to the Client</p> <ul style="list-style-type: none"> • Custody audit data as prescribed by HMIC • Additional custody audit data as agreed by both parties • Case audit data as agreed by both parties
<p>Categories of Data Subject</p>	<p>Police Officers</p> <p>Detainees</p> <p>Custody Staff details</p> <p>Appropriate Adults details</p>
<p>Plan for return and destruction of the data once the processing is complete</p>	<ul style="list-style-type: none"> • Assuming the data processed in relation to this Agreement will be extracted from the source system, following the completion of the audit the Supplier will share the audit report and the extracted audit data with the Client. • The Supplier will only process data that is necessary and proportionate for the purpose of the audit and shall ensure the audit report includes minimal personal data references. • The Client will then apply the retention policy to the audit report and the data in accordance with their own records management policy. • On completion of sharing the audit report and data with the Client, the Supplier will delete the extracted audit data and retain a copy of the audit report for a period of 2 years. • With regards to performance data, the intention is to provide analysis over a longer period. This data will therefore be retained for 6 years.