

**1. COLLABORATION AGREEMENT  
IN RELATION TO  
THE MINERVA PROGRAMME**

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**WARNING: THIS IS AN UNREDACTED VERSION OF THE COLLABORATION AGREEMENT AND SHOULD NOT BE PUBLISHED ON THE GROUNDS THAT IT COULD UNDERMINE OPERATIONAL TACTICS. IN ORDER TO COMPLY WITH THE PUBLICATION REQUIREMENTS UNDER SECTION 23E OF THE POLICE ACT 1996 THE POLICING BODIES AND CHIEF OFFICERS SHALL AS AN ALTERNATIVE TO PUBLICATION OF THE ENTIRE AGREEMENT NEED TO AGREE THAT THEY SHALL PUBLISH THE FACT THAT AN AGREEMENT HAS BEEN MADE AND SUCH OTHER DETAILS ABOUT IT AS THEY THINK APPROPRIATE**

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THIS AGREEMENT is made on

BETWEEN THE FOLLOWING CHIEF OFFICERS

1. The Chief Constable of Avon and Somerset Constabulary
2. The Chief Constable of Cheshire Constabulary
3. The Commissioner of Police of the City of London
4. The Chief Constable of Cleveland Police
5. The Chief Constable of Devon & Cornwall Police
6. The Chief Constable of Derbyshire Constabulary
7. The Chief Constable of Dorset Police
8. The Chief Constable of Dyfed-Powys Police
9. The Chief Constable of Gloucestershire Constabulary
10. The Chief Constable of Gwent Police
11. The Chief Constable of Hampshire Constabulary
12. The Chief Constable of Humberside Police
13. The Chief Constable of Leicestershire Police
14. The Chief Constable of Lincolnshire Police
15. The Chief Constable of Merseyside Police
16. The Chief Constable of Northamptonshire Police
17. The Chief Constable of North Wales Police
18. The Chief Constable of North Yorkshire Police
19. The Chief Constable of Nottinghamshire Police
20. The Chief Constable of South Wales Police
21. The Chief Constable of Staffordshire Police
22. The Chief Constable of Surrey Police
23. The Chief Constable of Sussex Police
24. The Chief Constable of Thames Valley Police
25. The Chief Constable of West Yorkshire Police
26. The Chief Constable of Wiltshire Police
27. The Chief Constable of British Transport Police
28. The Chief Constable for the Police Service of Northern Ireland

AND THE FOLLOWING POLICING BODIES:

29. The Police and Crime Commissioner for Avon and Somerset
30. The Police and Crime Commissioner for Cheshire
31. The Common Council of the City of London
32. The Police and Crime Commissioner for Cleveland
33. The Police and Crime Commissioner for Devon & Cornwall
34. The Police and Crime Commissioner for Derbyshire
35. The Police and Crime Commissioner for Dorset
36. The Police and Crime Commissioner for Dyfed Powys

37. The Police and Crime Commissioner for Gloucestershire
38. The Police and Crime Commissioner for Gwent
39. The Police and Crime Commissioner for Hampshire
40. The Police and Crime Commissioner for Humberside
41. The Police and Crime Commissioner for Leicestershire
42. The Police and Crime Commissioner for Lincolnshire
43. The Police and Crime Commissioner for Merseyside
44. The Police and Crime Commissioner for North Wales
45. The Police, Fire and Crime Commissioner for North Yorkshire
46. The Police, Fire and Crime Commissioner for Northamptonshire acting as a Policing Body
47. The Police and Crime Commissioner for Nottinghamshire
48. The Police and Crime Commissioner for South Wales
49. The Police and Crime Commissioner for Staffordshire
50. The Police and Crime Commissioner for Surrey
51. The Police and Crime Commissioner for Sussex
52. The Police and Crime Commissioner for Thames Valley
53. West Yorkshire Combined Authority
54. The Police and Crime Commissioner for Wiltshire
55. The British Transport Police Authority
56. Director of Information and Communications Services for PSNI

## **BACKGROUND**

The Minerva Programme was created in 2013 as a collaboration of 10 UK police forces based upon their common use of the Niche Records Management System (Niche RMS365). It had been identified that the RMS was highly configurable locally and as such, there were no common data standards for its use. In addition, UK forces were often making opposing requests for change to the system, activity that created silos of data with reduced opportunities for data sharing between forces and national systems (for example PND). The initial aims of the Minerva Programme were to promote best practice between member forces and to create an agreed approach to the use of RMS.

In 2017 the then 23 Minerva member forces approved an increase in the resource level and committed to a new strategy to develop and manage new NicheRMS 365 functionality and to further drive convergence to enable data sharing. The new Minerva Delivery Team (10 staff seconded from member forces) commenced this work in 2018.

There are at the date of this agreement 28 Minerva member forces of every force in England, Wales and Northern Ireland and the British Transport Police using NicheRMS365 who has chosen to become a Minerva member.

At the Minerva Annual General Meeting in September 2021 the Minerva Strategic Plan 2021 – 2026 was approved by member forces. The Minerva strategy was agreed in consideration of national drivers such as the National Policing Digital Strategy 2020-2030 and aims to ensure the ability to effectively share data as Minerva forces consider migration to cloud services.

The Minerva Annual General Meeting members in 2021 requested the drafting of a section 22A Collaboration agreement to move the Minerva Programme from its current “Service Level Agreement” (the “Minerva Governance Strategy” in Schedule 3) to a Collaboration Agreement.

The Minerva Governance Strategy in Schedule 3 reflects terms of agreement and governance provisions written prior to this Collaboration Agreement. Where there is any conflict between the

provisions of the Minerva Governance Strategy and this Collaboration Agreement, this Agreement prevails.

## **IT IS AGREED AS FOLLOWS:**

### **1. Introduction and Legal Context**

- 1.1. The Chief Officers and the Policing Bodies wish to enter into a collaboration agreement pursuant to sections 22A to 23I of the Police Act 1996 (as amended by the PRSRA) containing provision relating to:
  - 1.1.1. the discharge of functions of members of a police force (“force collaboration provision”); and/or
  - 1.1.2. the support by a policing body for another policing body (“policing body collaboration provision”); and/or
  - 1.1.3. the support by a policing body for the police force which another policing body is responsible for maintaining (“policing body and force collaboration provision”);
  - 1.1.4. and recognising that the Police Force of Northern Ireland whilst not subject to the obligations of the PRSA may be a party to this collaboration.
- 1.2. This Agreement sets out the arrangements for the discharge of the Policing Bodies’ functions under this collaboration.
- 1.3. The Parties are cognisant of their rights and responsibilities under the PRSRA and that Policing Bodies are constrained by the provisions of section 18 of the PRSRA and as a result unable to delegate their functions to Chief Officers, other Policing Bodies, police constables or staff of either Chief Officers or other Policing Bodies. Each Party acknowledges that for this Agreement to be binding on its Police Service it must be signed by both its Chief Officer and its Policing Body (or their respective authorised delegates).
- 1.4. This Agreement governs the Parties’ collaboration in relation to the Minerva Programme. The Parties consider that the continuation and formalisation of the Minerva Programme would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Parties hereby agree to exercise their collaboration functions so as to give effect to this Agreement. In particular:
  - 1.4.1. the Policing Bodies agree that they shall provide the financial resources and support to the Minerva Programme including, but not limited to, premises, equipment, fleet, staff, services, and facilities in accordance with the terms and conditions of this Agreement; and
  - 1.4.2. the Chief Officers agree that they should collaborate in the Minerva Programme and that they shall provide the officers, staff, equipment and support necessary to give effect to this Agreement.
- 1.5. The responsibilities and aims of the Minerva Programme (more particularly described in **Schedule 1**) are:
  - 1.5.1. to deliver a future where police forces across the UK provide staff with instant access to secure, high-quality information without geographical constraint
  - 1.5.2. to maximise the effective use and development of our common core policing system (NicheRMS365).
  - 1.5.3. to explore and identify alternative and innovative technical and commercial solutions that offer flexibility and choice
  - 1.5.4. to improve operational policing by removing barriers to sharing police information
  - 1.5.5. to support digital integration between forces and the wider Criminal Justice

## Service

- 1.5.6. to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of their use of a core policing system (the Niche Records Management System) and of the information stored therein; and
- 1.5.7. anything which could be considered incidental or ancillary to any of the aforementioned aims.
- 1.6. This Agreement shall take effect from the Effective Date and shall continue in force until terminated in accordance with **Clause 24**.
- 1.7. Each Party shall comply with applicable Law in its performance of its obligations under this Agreement.

## 2. Definitions and Interpretations

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

“ACC”	means Assistant Chief Constable;
“ACO”	means Assistant Chief Officer;
“Agreement”	means this document, including its Clauses and Schedules, as amended from time to time in accordance with <b>Clause 22</b> ;
“Apportionment Ratio”	means the amount required to meet the loss claims costs expenses obligations and liabilities incurred by arising from or in connection with this collaboration agreement divided equally between the member forces subject to the indemnity provisions in <b>Clause 19</b> and the discounts in <b>Schedule 2</b> ;
“Budget”	means the annual revenue and capital budget for the Minerva Programme, prepared by the Lead Policing Body in accordance with <b>Clause 6.1.1</b> and approved by the Policing Bodies in accordance with <b>Clause 3.2.5.1</b> ;
“Business Day”	means any day other than a Saturday or Sunday or public or bank holiday in England and Wales and Northern Ireland;
“Centrally Funded Team”	means those officers and staff, forming part of the Minerva Delivery Team, who are centrally funded and are identified as such in <b>Schedule 6</b> ;
“Chief Officer”	means a chief officer (as defined under section 23I(3) of the Police Act 1996) who is a signatory to this Agreement and any successor body;
“Delivery Plan”	means the annual delivery plan for delivering the Strategy prepared by the Minerva Programme Director in accordance with <b>Clause 5.1.3</b> and approved by the Minerva Management Board in accordance with <b>Clause 3.5.2</b> ;
“Effective Date”	means the date agreed by the Parties;
“External Funding”	means any funding or assistance provided by a Funding Body to any Party for use by or in connection with the Minerva Programme;
“Financial Contribution”	means any cash contribution (to be) made by a

	Party in accordance with <b>Schedule 2</b> ;
“Funding Body”	means the Home Office or any state, public or private body that provides External Funding to the Parties;
“Funding Conditions”	means the terms on which a Funding Body provides any External Funding to the Parties;
“Funding Principles”	means the principles upon which the Parties shall fund and/or resource the Minerva Delivery Team as set out in <b>Schedule 2</b> ;
“Head of Unit”	means the Minerva Programme Director
“Intellectual Property”	means any patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, artistic rights, know how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
“Law”	means any applicable law, statute, by-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directive or requirement of any Regulatory Body, delegated or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 or enforceable right within the meaning of section 2 of the European Communities Act 1972 or notice of any Regulatory Body;
“Lead Chief Officer”	means the Chief Constable of Avon and Somerset Police
“Lead Policing Body”	means the Police and Crime Commissioner for Avon and Somerset Police
“Management Board”	means the Minerva Management Board established pursuant to <b>Clause 4</b> to provide the management and direction of the Minerva Delivery Team;
“Minerva Delivery Team”	means the resources seconded from member forces to form the Centrally Funded Team, responsible for delivering the aims and objectives of the collaboration
“Minerva Programme”	is the name given to the wider collaborative structure including all member police forces and the Minerva Delivery Team for the development of NicheRMS365.
“Party” or “Parties”	means a party or the parties to this Agreement and shall include the Chief Officers and the Policing Bodies;
“Police Data”	has the meaning given in <b>Schedule 5</b> ;
“Police Service”	means the Chief Officer and the Policing Body from the same police force area and in the case of i) the British Transport Police the Chief Officer of British Transport Police and the British Transport Police Authority and ii) the Police Service of Northern



Ireland the Chief Constable of Northern Ireland and the Director of Information and Communications Services;

“Policing Body”	means a local policing body (as defined under section 101 of the Police Act 1996) or any other public body discharging policing functions (including any public body taking on the role of fire and rescue authority) and including the British Transport Police Authority who is a signatory to this Agreement and any successor body and for the purposes of this agreement the Director of Information and Communications for the Police Service of Northern Ireland is deemed to be a Policing Body;
“PRSRA”	means the Police Reform and Social Responsibility Act 2011;
“Regulatory Body”	means any government department or regulatory, statutory or other entity, committee, ombudsman or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of the Parties;
“Resource Contribution”	means any non-cash contribution (including the provision of staff and/or officers) (to be) provided in accordance with <b>Schedule 2</b> and <b>Schedule 6</b> ;
“Responsibilities and Aims”	means the responsibilities and aims of the Minerva Programme as identified by the Parties and set out in <b>Clause 1.5</b> and more particularly described in <b>Schedule 1</b> ;
“Strategic Board”	means the Minerva Annual Governance Meeting, or such other board established by the Policing Bodies;
“Strategy”	means the strategy for the Minerva Programme prepared by the Lead Policing Body in accordance with <b>Clause 6.1.2</b> and approved by the Policing Bodies in accordance with <b>Clause 3.2.2</b> ;
“SMEs”	Subject Matter Experts referred to in <b>Schedule 6</b> ;
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

2.2. In this Agreement unless the context requires otherwise:

- 2.2.1. words importing the singular shall include the plural and vice versa;
- 2.2.2. words importing any particular gender shall include all other genders;
- 2.2.3. references to persons shall include bodies of persons whether corporate or incorporate;
- 2.2.4. words importing the whole shall be treated as including a reference to any part of the whole;
- 2.2.5. any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate

legislation from time to time made under it;

- 2.2.6. any reference in this Agreement to any document, shall be construed as referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of this Agreement);
  - 2.2.7. references in this Agreement to any Clauses and Schedules are to the Clauses and Schedules to this Agreement except where otherwise expressly stated; and
  - 2.2.8. headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses or Schedules to which they relate.
- 2.3. If there is any conflict between the terms of this Agreement and any Funding Conditions, this Agreement shall prevail in relation to the arrangements made between the Parties, but it shall not affect any Party's obligations to the Funding Body under the Funding Conditions.

### 3. Governance and Accountability

- 3.1. Each Policing Body is responsible for securing the maintenance of the police force for its area and securing the efficiency and effectiveness of the police force for its area (including in the case of the British Transport Police Authority the railways pursuant to section 20 Railways and Transport Safety Act 2003).
- 3.2. The Policing Bodies shall, for the purposes of **Clause 3.1**, be responsible for:
  - 3.2.1. the governance of the Minerva Programme;
  - 3.2.2. approving the Strategy;
  - 3.2.3. holding the relevant Chief Officer to account for the discharge of functions by anyone who:
    - 3.2.3.1. is acting under the terms of this Agreement; and
    - 3.2.3.2. while so acting is under the direction and control of that Chief Officer;
  - 3.2.4. monitoring, from a governance perspective, the effectiveness and efficiency of the Minerva Programme and considering ways in which the functions of the Minerva Programme could be exercised to improve the effectiveness and efficiency of the Police Services;
  - 3.2.5. approving:
    - 3.2.5.1. the Budget (including any financial reserves);
    - 3.2.5.2. the carrying forward of any under spend at each year-end;
    - 3.2.5.3. any over spend identified at any time (to the extent not already covered in the Budget);
    - 3.2.5.4. opportunities for income generation by the Minerva Programme proposed by the Lead Policing Body;
    - 3.2.5.5. any changes to the Apportionment Ratio (including as a result of the withdrawal from this Agreement of one or more Police Services or as a result of any other event that would have an impact on the Financial Contributions);
    - 3.2.5.6. any virements proposed by the Lead Chief Officer;
  - 3.2.6. approving the purchase or lease of any facilities, equipment, fleet or premises in accordance with **Clause 15.6** which have a value in excess of £30,000 or have not been specifically identified in the Budget;
  - 3.2.7. resolving, where applicable, any disputes which may arise in accordance with **Clause 27**;

- 3.2.8. without prejudice to **Clause 3.2.5** approving any proposals for any significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Minerva Delivery Team;
- 3.2.9. reviewing this Agreement for the purpose of maintaining a legal framework in which the Minerva Delivery Team can function in an efficient and effective manner for one or more Policing Bodies and the police forces they maintain and proposing any amendments to the terms of this Agreement for approval by the Parties;
- 3.2.10. requesting, by written notice to the Parties, the periodic review of this collaboration at such frequency as they determine necessary;
- 3.2.11. determining the frequency of the submission of reports by the Management Board, the Lead Policing Body and/or the Head of Unit in accordance with this Agreement; and
- 3.2.12. carrying out any of their other obligations set out in this Agreement.
- 3.3. The Parties agree that any approvals required pursuant to **Clause 3.2** may be obtained in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Policing Body shall be responsible for managing the process by which such approvals are obtained.
- 3.4. The Parties agree that the position of the Policing Bodies on any of the matters set out in **Clause 3.2** shall be the position adopted by the majority of the Policing Bodies who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.3**.
- 3.5. The Chief Officers shall be responsible for:
  - 3.5.1. advising the Policing Bodies on the operational considerations to be accommodated in the Strategy for the Minerva Programme in accordance with the Responsibilities and Aims;
  - 3.5.2. approving the Delivery Plan and providing a copy to each Policing Body;
  - 3.5.3. monitoring, from an operational perspective, the effectiveness and efficiency of the Minerva Programme and considering ways in which the functions of the Minerva Programme could be exercised to improve the effectiveness and efficiency of the Police Services;
  - 3.5.4. resolving, where applicable, any disputes which may arise from an operational perspective in accordance with **Clause 27**;
  - 3.5.5. monitoring compliance with legislative requirements and applicable national standards;
  - 3.5.6. monitoring the ethical and equality standards of the Minerva Delivery Team;
  - 3.5.7. reviewing this Agreement for the purpose of maintaining a legal framework in which the Minerva Delivery Team can function in an efficient and effective manner from an operational perspective and proposing any amendments to the terms of this Agreement for approval by the Parties;
  - 3.5.8. proposing to the Policing Bodies for their approval, or (where requested) advising the Policing Bodies on, any recommendations for any significant alteration to the staffing of the Minerva Delivery Team;
  - 3.5.9. reviewing the direction and control of officers and staff within the Minerva Delivery Team;
  - 3.5.10. determining the frequency of the submission of reports by the Management Board and/or the Lead Chief Officer to the Chief Officers in accordance with this Agreement; and
  - 3.5.11. carrying out any of their other obligations set out in this Agreement.
- 3.6. The Parties agree that any approvals required pursuant to **Clause 3.5** may be obtained

in writing (including through emails/electronically) or at a meeting convened to discuss the matter. The Lead Chief Officer shall be responsible for managing the process by which such approvals are obtained.

- 3.7. The Parties agree that the position of the Chief Officers on any of the matters set out in **Clause 3.5** shall be the position adopted by the majority of the Chief Officers who reply within the notified reasonable time period to the relevant process for obtaining an approval under **Clause 3.6**.

#### 4. The Management Board

- 4.1. The Parties agree that there shall be a Management Board for the Minerva Programme.
- 4.2. The Terms of Reference of the Management Board together with any other governance bodies applicable to the Minerva Programme are set out in **Schedule 4**.
- 4.3. The Terms of Reference shall be subject to the Policing Bodies' powers of delegation and/or any approvals required from the Policing Bodies as set out in **Clause 3.2** and/or any approvals required from the Chief Officers as set out in **Clause 3.5**. For the avoidance of any doubt, in the event of any conflict between:
- 4.3.1. the provisions of **Schedule 4** and **Clause 3.2**, the provisions of **Clause 3.2** shall prevail;
- 4.3.2. the provisions of **Schedule 4** and **Clause 3.5**, the provisions of **Clause 3.5** shall prevail;
- 4.3.3. the provisions of **Clause 3.2** and **Clause 3.5**, the provisions of **Clause 3.2** shall prevail.
- 4.4. The Management Board shall be accountable to:
- 4.4.1. the Policing Bodies in relation to matters governed by **Clause 3.2**;
- 4.4.2. the Chief Officers in relation to matters governed by **Clause 3.5**.

#### 5. Head of Unit's / Lead Chief Officer's Responsibilities

- 5.1. Subject to the responsibilities of the Policing Bodies, the Chief Officers and the Management Board and to the provisions of **Schedule 4**, the Head of Unit or the Lead Chief Officer shall be responsible as follows:
- 5.1.1. The Head of Unit shall be responsible for the day to day organisation and tasking of the Minerva Delivery Team and the leadership of the police officers and staff within the Minerva Delivery Team;
- 5.1.2. The Lead Chief Officer shall be responsible for the formulation (in consultation with the Management Board, where necessary) of policy, procedure and guidance for the Minerva Programme;
- 5.1.3. The Lead Chief Officer shall be responsible for the preparation (in consultation with the Management Board) of an annual Delivery Plan which shall include how the Strategy shall be delivered in the relevant year from an operational perspective and how the maintenance and continued development of the Minerva Programme in line with the Strategy will be ensured;
- 5.1.4. The Head of Unit shall be responsible for the appointment, assignment, grading, appraisal, training and assessment of police officers and staff within the framework set by the Management Board and approved by the Policing Bodies;
- 5.1.5. The Head of Unit shall be responsible for day to day direction of the staff within the Minerva Delivery Team in accordance with the rules, procedures and regulations of the Minerva Delivery Team or the relevant home Police Service

(as appropriate);

- 5.1.6. The Head of Unit shall be responsible for managing, monitoring and reporting to the Lead Policing Body on income and expenditure against the Budget;
- 5.1.7. The Head of Unit shall be responsible for supporting the Lead Policing Body with the preparation of the Budget;
- 5.1.8. The Lead Chief Officer shall be responsible for proposing any virements between budget heads within the Budget for approval by the Policing Bodies in accordance with **Clause 3.2.5.6**;
- 5.1.9. The Head of Unit shall be responsible for preparing (or assisting with the preparation, as appropriate) of any document or report required by the Chief Officers, the Policing Bodies, the Lead Policing Body or the Management Board in accordance with this Agreement;
- 5.1.10. And the Head of Unit shall be responsible for carrying out any of its other obligations set out in this Agreement.

5.2. The Head of Unit shall be accountable to the Management Board.

## 6. Lead Policing Body's responsibilities

- 6.1. Subject to **Clause 3.2**, the Lead Policing Body shall be responsible for:
  - 6.1.1. preparing the Budget in consultation with the Lead Chief Officer and any other relevant persons;
  - 6.1.2. preparing (in consultation with the Lead Chief Officer and any other relevant persons) the Strategy which shall include how the Responsibilities and Aims are to be met, and the priorities and direction of travel for the Minerva Programme;
  - 6.1.3. working with the Lead Chief Officer to achieve the Responsibilities and Aims;
  - 6.1.4. preparing any additional reports relating to the Minerva Programme requested by the Policing Bodies;
  - 6.1.5. managing the process by which approvals for the Minerva Programme are to be obtained from the Policing Bodies;
  - 6.1.6. receiving and distributing the quarterly reports submitted pursuant to **Clause 8.18**;
  - 6.1.7. ensuring any review of this Agreement is carried out in accordance with **Clause 22.1**; and
  - 6.1.8. carrying out any of its other obligations set out in this Agreement.

## 7. Efficiency and Cost Recovery

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## 8. Financial Contribution

- 8.1. The Parties agree that one of the general principles of this Agreement is that each Party is to share fairly the benefits, risks and liabilities of this collaboration. Consequently, although the Lead Policing Body and Lead Chief Officer are leading the delivery of this collaboration, any costs, expenses or other liabilities incurred by them in relation to the Minerva Programme should rest with the Parties and should be shared between the Policing Bodies in accordance with the Funding Principles.
- 8.2. The Policing Bodies acknowledge and agree that the Financial Contributions and Resource Contributions have been agreed at the levels set out in the Funding Principles so as to achieve the principle out in **Clause 8.1**.

- 8.3. The Parties agree that funding for the Minerva Programme shall be provided in accordance with the Funding Principles identified by the Parties and set out at **Schedule 2**.
- 8.4. The Parties agree to abide by the terms of any Funding Conditions and not through any act or omission compromise the allocation of External Funding for the Minerva Programme.
- 8.5. If any Party identifies an opportunity to obtain External Funding related to the Minerva Programme (including anything available for use in cases of exceptional or unusual demand), that Party shall notify the Lead Policing Body and it shall be for the Lead Policing Body (working with the Lead Chief Officer where appropriate) to decide whether to apply for such External Funding.
- 8.6. Subject to **Clauses 8.12 to 8.15**, if a Party secures any External Funding on behalf of the Minerva Programme, that Party shall pay such funds to the Lead Policing Body to be held for the account of the Minerva Programme (unless the Parties unanimously agree otherwise in writing) and the funding shall be used in accordance with this Agreement and the Funding Conditions.
- 8.7. Each Party shall pay its Financial Contribution (which includes a contribution to any overspend approved in accordance with **Clause 3.2.5.3**) to the Lead Policing Body to be held for the account of the Minerva Programme in accordance with the terms agreed at, and within thirty days (or such other period as may be unanimously agreed by the Parties) of, a meeting of the Policing Bodies determining the Financial Contribution or agreeing an amendment thereto.
- 8.8. Where any reimbursement of costs and expenses incurred by a Party in relation to this Agreement is claimed, each invoice in respect of the costs and expenses claimed must be accompanied by a statement certified by an authorised officer of that Party.
- 8.9. The Lead Policing Body shall ensure appropriate year-end adjustments including accruals are made as soon as possible after each financial year end to enable the Parties to make appropriate adjustment within their own accounts.
- 8.10. The Parties agree that all amounts set out in this Agreement are exclusive of VAT (or any similar tax) which, unless any VAT (or similar tax) exemption applies, each Party making a Financial Contribution shall pay at the rate from time to time prescribed by Law.
- 8.11. Unless the Parties unanimously agree otherwise in writing and except as required by any Funding Conditions, any facilities, fleet, equipment or other assets purchased or leased by the Lead Policing Body on behalf of, or for the benefit of, the Minerva Delivery Team pursuant to **Clauses 15.5 to 15.9**, shall be held by the Lead Policing Body on trust for all the Parties in the shares determined by the Apportionment Ratio and for the exclusive benefit of the Minerva Delivery Team.
- 8.12. The financial arrangements for the Minerva Programme shall be overseen by the Lead Policing Body with scrutiny by the Policing Bodies, the Management Board and any relevant external auditors. The Lead Policing Body shall ensure that any document or report requested in order to facilitate oversight or scrutiny in accordance with this **Clause 8.12** is prepared.
- 8.13. Claims for any External Funding shall be made through the Lead Policing Body. Each of the Parties shall provide sufficient information to the Lead Policing Body to allow him/her to claim the External Funding and to submit reports to the Funding Body in accordance with the Funding Body's requirements from time to time. Each of the Parties shall certify its claims for any External Funding in such a way as may be necessary to allow the Lead Policing Body to give any certificate required by the Funding Body in relation to those claims.
- 8.14. The Lead Policing Body shall, within thirty days after receipt of any of the External Funding, pay that External Funding (or the appropriate part of it) to the Party to which that External Funding is due.

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

## 9. Records

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

## 10. Audit and Inspection

- 10.1. The Lead Policing Body shall allow a suitably qualified independent chartered

accountant appointed by any Party, at that Party's expense, to examine the accounts and records of the Minerva Programme provided:

- 10.1.1. at least fourteen (14) days' written notice is given in advance to the Lead Policing Body;
  - 10.1.2. the inspection or examination takes place during the Lead Policing Body's normal working hours;
  - 10.1.3. the inspection or examination takes place at a time and in such a way that it does not have any significant impact on the operations of the Minerva Programme; and
  - 10.1.4. the inspecting Party and the accountant shall keep confidential any information that it may acquire in the exercise of its rights in accordance with this **Clause 10.1**.
- 10.2. The Lead Policing Body shall be responsible for arranging any internal or external audits, inspections and/or arrangements necessary to accommodate any audit and/or inspection required by a Regulatory Body.
- 10.3. The Parties acknowledge that the costs of any audit carried out in accordance with **Clause 10.2** shall form part of the costs of the Minerva Programme set out in the Budget and shall therefore be shared between the Police Services in accordance with the Apportionment Ratio.

#### 11. Human Resources Principles

- 11.1. The staff within the Centrally Funded Team shall be employed by the Chief Officer or Policing Body of the relevant Police Service identified against that staff in **Schedule 6**.
- 11.2. All staff roles within the Minerva Delivery Team shall remain the employees of their original employing Chief Officer or Policing Body and deployed into the Minerva Delivery Team by their employing Party.
- 11.3. The Head of Unit may approve changes to the staff of the Minerva Delivery Team (including any staff who form part of the Centrally Funded Team) provided that the change shall not constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Minerva Delivery Team.
- 11.4. Any change to the staffing which would constitute a significant alteration to the numbers of staff, structure of staffing or the terms and conditions of staff of the Minerva Delivery Team shall require the approval of the Policing Bodies in accordance with **Clause 3.2.8**.
- 11.5. It is hereby acknowledged by the Parties that, at the outset of this Agreement, no staff are intended to transfer to the Lead Chief Officer, the Lead Policing Body or any other Party under TUPE. The Parties also agree that TUPE has no application to staff performing roles within (or who have been deployed into) the Minerva Delivery Team as at the date of this Agreement. In the event that the Parties are mistaken, the Parties agree that any claim arising as a result of the application of TUPE shall be treated by the Parties as a claim by a third party and dealt with pursuant to **Clause 19**.
- 11.6. In the event that a TUPE transfer arises in consequence of the Lead Policing Body and Lead Chief Officer (the Transferor) withdrawing or serving notice of termination and a new Lead Policing Body and Lead Chief Officer (the Transferee) taking responsibility for performing the obligations of this Agreement, the Transferor shall supply the Transferee with all relevant information required by the Transferee in accordance with TUPE prior to transferring staff to the Transferee and ensure all proper contributions, tax, expenses and salary have been paid to the transferring staff. The Transferor and Transferee shall co-operate to ensure that any requirement to inform and consult with employee representatives shall be fulfilled. The Transferee shall assume the outstanding obligations of the Transferor in respect of accrued holiday entitlements prior to the date of transfer. The Parties shall share liabilities incurred by the Transferee for any claims arising from the transfer in accordance with **Clause 19**.
- 11.7. Police officer/staff vacancies within the Minerva Delivery Team shall be broadcast using



the intranets of the recruiting Party(ies) or whatever publishing medium is thought most suitable by the recruiting Party(ies) to bring the vacancies to the attention of the widest appropriate audience.

- 11.8 In the event of redundancies of any staff working within the Minerva Delivery Team, the relevant employing Party shall follow its own redundancy procedure in respect of the police staff in its employ (if any). The cost of any redundancies of staff who working within the Minerva Delivery Team shall be paid by the employing Party and shall not be considered a liability of the Minerva Delivery Team (unless the Parties agree otherwise in writing).
- 11.9 All police officer roles within the Minerva Delivery Team shall be filled by officers provided by each participating Police Service as determined by **Schedule 6**. Such officers shall remain sworn officers of their home Police Service regardless of their place of work and under the direction and control of the relevant Chief Officer in accordance with **Clause 12** and **Schedule 6**.
- 11.10 Each Party shall cooperate with the other Parties and take all reasonable steps to mitigate any costs and/or expenses and/or any adverse effect on industrial or employee relations in relation to all matters described in this Agreement.
- 11.11 Each Chief Officer shall ensure that its officers and staff receive the appropriate training and accreditation necessary to undertake any duty or responsibility tasked to them in relation to the Minerva Delivery Team.
- 11.12 Subject to **Clause 5.1.5**, the Parties agree that **Schedule 6** sets out which Party shall be responsible for the discipline, performance, conduct, attendance, appraisal, line management and/or any formal disciplinary or other action, in respect of or to be taken against, any officer or staff forming part of or providing support to the Minerva Delivery Team.
- 11.13 The Parties agree that the salary costs of the Minerva Delivery Team shall be funded from the Financial Contributions and all salary costs incurred by a Party in respect of the officer and staff resources provided by it to fill Minerva Delivery Team roles shall be reimbursed to that Party from the Budget in accordance with **Clause 8.8**. The salary costs of any other officers and staff forming part of or providing support to the Minerva Programme (including any identified as Resource Contribution) shall be payable by the relevant employing Party/home Police Service.
- 11.14 Where a Party is unable to provide the additional officers and/or staff which form part of the Resource Contribution required of it as set out in **Schedule 6**, its Financial Contribution shall be increased to reflect this by way of year end adjustment.

## 12 Chief Officer's direction and control

- 12.1 Subject to **Clause 12.2**, the Parties agree that **Schedule 6** sets out which Chief Officers shall have responsibility for direction and control of officers and staff members who are deployed on duties, functions or support services on behalf of the Minerva Delivery Team.
- 12.2 The Parties agree that all officers and staff members who are deployed on duties, functions or support services on behalf of the Minerva Delivery Team will act in accordance with the lawful instruction of the chain of command set out in **Schedule 6**.

## 13 Publicity

- 13.1 Subject to **Clause 13.3 and Clause 13.4** no Party shall take any step to publicise the existence of this Agreement or any work undertaken by the Minerva Delivery Team without the consent of the other Parties (such consent not to be unreasonably withheld or delayed).
- 13.2 Subject to **Clause 13.3 and Clause 13.4**, no Party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a Party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written

approval of the other Parties (such consent not to be unreasonably withheld or delayed). The Parties shall in any event consult together upon the form of any such press release, document or statement as and when such releases are required.

- 13.3 Nothing in this **Clause 13.3** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.
- 13.4 A Party may, without first obtaining the prior written approval of the other Parties, respond to a legitimate scrutiny question concerning this Agreement asked in a meeting open to the public, for instance a Police and Crime Panel or audit committee meeting, but shall ensure that such statements are retrospectively communicated to the other Parties.
- 13.5 Each Party shall use reasonable endeavours to ensure consistency in relation to the contents of any publication made pursuant to **Clause 13.3**. The Lead Policing Body shall be responsible for co-ordinating such consistent publication.

#### 14 Common Policies and Procedures

- 14.1 The Parties agree that financial compliance of the Minerva Programme shall operate under the financial procedures of the Lead Policing Body.
- 14.2 Where the Parties have agreed to adopt common policies and standard operating procedures these are set out at **Schedule 3**.
- 14.3 The Parties agree that where common policies and standard operating procedures are not in existence at the time of entering into this Agreement, they shall explore any opportunities to develop and adopt policies and standard operating procedures in respect of working practices in the Minerva Programme.
- 14.4 Unless required otherwise by Law (e.g. for employment or discipline purposes), in the absence of an agreed common policy or procedure, Minerva Delivery Team officers and staff shall comply with the policies and/or procedures adopted by their home Police Service.

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

- 15.1 For the purpose of allowing for the accurate assessment of the operational capacity of the Minerva Delivery Team, the Parties shall provide to the Lead Chief Officer at the commencement of this Agreement, a list of any assets (including facilities, fleet, equipment and premises) provided or to be provided by each Party pursuant to this Agreement. The lists from each Party shall together form an asset schedule which shall be retained by the Head of Unit and shall record the ownership and physical location of each asset during the term of this Agreement to allow for physical verification and proof of ownership as and when necessary including for the purposes of internal and/or external audit of the Parties or for insurance purposes. The Head of Unit shall be responsible for the ongoing maintenance of the asset schedule.
- 15.2 Unless otherwise agreed by the Parties or set out in **Schedule 2**, each Party shall ensure that for the duration of this Agreement it shall continue to provide, maintain and repair the assets provided by it as recorded within the asset list in accordance with **Clause 15.1**, including where relevant, a replacement when the asset comes to the end of its agreed lifecycle.
- 15.3 Unless otherwise agreed in writing by the Parties or set out in **Schedule 2**, any assets provided in accordance with **Clause 15.1**, or donated during the term of this Agreement, shall be provided on a shared cost basis to the Minerva Delivery Team.
- 15.4 Legal title to any assets provided in accordance with **Clause 15.1**, or donated during the term of this Agreement, for the use of the Minerva Delivery Team shall remain vested in the Party who owned the asset immediately prior to its donation and any liabilities incurred in connection with such assets shall not be incurred for or on behalf of the Minerva Delivery Team and shall therefore remain the sole responsibility of the donating Party [unless it would be just and equitable for the Parties to agree otherwise].
- 15.5 The Parties agree that the Lead Policing Body may, as necessary, purchase or lease

facilities, fleet, equipment or premises, up to a value of £30,000 per purchase or lease, provided that the purchase or lease is identified in the agreed Budget and that the Management Board is notified by the Lead Policing Body of the completion of any such purchase or lease at the next Management Board meeting.

15.6 The Parties agree that, for facilities, fleet, equipment or premises with a value in excess of £30,000 (whether or not included in the Budget) or which has not been identified in the Budget, the Lead Policing Body may only purchase or lease facilities, fleet, equipment or premises for the Minerva Delivery Team if this has been approved by all the Policing Bodies in accordance with **Clause 3.2.6**.

15.7 The Parties agree that the Lead Policing Body shall hold any facilities, fleet, equipment or premises purchased or leased in accordance with **Clause 15.5** or **Clause 15.6** on trust for and on behalf of the Parties in accordance with **Clause 15.9**. In the event that this Agreement is terminated or following its expiry, any facilities, fleet, equipment or premises held by the Lead Policing Body in accordance with **Clause 15.9** shall be treated as assets or liabilities of the Minerva Delivery Team and dealt with in accordance with **Clause 25**.

15.8 In the event that the Lead Policing Body acquires any premises for use by the Minerva Delivery Team in accordance with the terms of this Agreement:

15.8.1 the Lead Policing Body shall make available any such premises for use by the Minerva Delivery Team for the term of this Agreement; and

15.8.2 if the Lead Policing Body's title to any such premises is registered at the Land Registry the Lead Policing Body shall procure the registration of a Land Registry standard form of restriction approved by the Parties against the relevant title the effect of which will be to prevent any disposition of the Lead Policing Body's title to the premises without the consent of the other Policing Bodies.

15.9 In purchasing or leasing facilities, fleet, premises and/or equipment for the Minerva Delivery Team, the Lead Policing Body shall use its best endeavours to ensure that any contract which it enters into on behalf of and for the benefit of the Minerva Delivery Team is capable of novation or assignment to enable the smooth transition of responsibility to a different Party should the need arise (for example where there is a change to the Lead Chief Officer and/or Lead Policing Body).

## 16 Procurement/provision of Support Services

16.1 The Lead Policing Body shall be responsible for procuring all necessary back and middle office services required by the Minerva Delivery Team to operate in accordance with the Responsibilities and Aims including human resources, finance, information communication technology, public procurement and legal services.

16.2 The Lead Policing Body shall ensure that, where appropriate, appropriate service levels for the Minerva Delivery Team are in place, monitored and enforced for such back and middle office services and that, where such services are provided from the Lead Policing Body's or Lead Chief Officer's officers and/or staff, the services are provided to at least the standard to which such services are ordinarily provided to the Lead Policing Body or Lead Chief Officer in its normal operations.

## 17 Intellectual Property

17.1 The Parties agree that any Intellectual Property in the Minerva brand name and logo created prior to the effective date of the Original Collaboration Agreement ("Background IPR") shall remain the property of the Party which created it.

17.2 Subject to **Clauses 25.2 and 25.3.5**, each Party hereby grants to the other Parties a non-exclusive, royalty-free licence to use, copy or publish Intellectual Property in the Minerva brand name and logo for the purposes of the Minerva Programme.

## 18 Insurance

18.1 The Parties agree that they shall not obtain joint insurance cover for the Minerva

Delivery Team.

- 18.2 Each Party shall, subject to availability in the London insurance market (if not self-insuring), individually obtain, arrange and ensure that it maintains an adequate level of insurance (including but not limited to employer's liability, public liability and professional negligence insurance) to cover any losses, claims, damages, costs, charges, expenses, liabilities or demands that it (or its officers, staff, agents and/or contractors under its direction and control) may incur in the performance or purported performance of its duties which arise out of its participation in the Minerva Programme as a consequence of this Agreement.
- 18.3 Each Party shall notify its insurers or prospective insurers of the existence of the Minerva Delivery Team and provide sufficient disclosure to allow for an insurance policy to be obtained or amended in accordance with **Clause 18.2**. Each Party shall provide to the other Parties a copy of its insurance policy (or equivalent) document upon request.
- 18.4 Each Party shall adhere to the terms and conditions of its insurance policy(ies) obtained or amended in accordance with **Clause 18.2**.
- 18.5 Subject to **Schedule 2**, each Party shall bear its own costs in obtaining, amending and maintaining its insurance policy(ies) in accordance with **Clause 18.2**.
- 18.6 Where a Party has supplied its own assets (including facilities, fleet, equipment and premises) in accordance with **Clause 15.1**, or purchased (or leased) assets on behalf of the Minerva Delivery Team in accordance with **Clauses 15.5 to 15.9**, the supplying Party shall ensure that appropriate insurance cover is in place to allow for the use of such assets by:
- 18.6.1 any relevant third party receiving goods or services from the Minerva Delivery Team; and
- 18.6.2 all relevant officers and staff of the Minerva Delivery Team regardless of the Police Service to which they belong.
- 18.7 The Lead Policing Body shall not be responsible for obtaining or arranging appropriate insurance cover on behalf of the supplying Parties but shall coordinate with the supplying Parties a review of the relevant insurance certificates to ensure that the insurance cover available is adequate for the needs of the Minerva Delivery Team.
- 18.8 If any Party has any concerns about the adequacy of any insurance policies obtained pursuant to **Clause 18.2**, it shall refer those concerns to the Management Board. The Management Board shall be responsible for ensuring that any concerns that cannot be rectified are brought to the attention of the Chief Officers and the Policing Bodies.

## 19 Liabilities

- 19.1 The Parties hereby acknowledge that, as the Minerva Programme and the Minerva Delivery Team are not legal entities in their own right, liability cannot therefore attach to them.
- 19.2 The Parties agree that any loss, claim, cost, liability or expense ("Liability") suffered or incurred by any Party arising from or relating to the operation of the Minerva Delivery Team and the terms of this Agreement shall be shared between the Parties in accordance with the Apportionment Ratio at the time the Liability is suffered or incurred by the relevant Party unless and to the extent that alternative arrangements are agreed by the Parties.
- 19.3 Each Party (the "Indemnifying Party") shall indemnify each of the other Parties (each an "Indemnified Party") against all Liabilities suffered or incurred by the Indemnified Party in connection with this collaboration to the extent such Liability arises out of or in connection with:
- 19.3.1 death or personal injury caused by the Indemnifying Party's negligence (or the negligence of the officers or staff under its direction and control);

- 19.3.2 the Indemnifying Party's fraud or fraudulent misrepresentation;
  - 19.3.3 the Indemnifying Party's wilful breach or deliberate non-performance of this Agreement; and/or
  - 19.3.4 the Indemnifying Party's failure to comply with **Clause 18.6** and the data protection provisions in **Schedule 5 Part 4**.
- 19.4 Subject to **Clauses 19.5** and **19.6**, each Party shall:
- 19.4.1 promptly notify the Lead Policing Body of the details of any claim from a third party relating to this collaboration of which it is aware;
  - 19.4.2 not make any admission in relation to the claim without the consent of the Policing Bodies;
  - 19.4.3 allow the Lead Policing Body to have the conduct of the defence or settlement of the claim; and
  - 19.4.4 give the Lead Policing Body all reasonable assistance in dealing with the claim.
- 19.5 If a Party receives a claim relating to this collaboration by one of its officers or members of staff which relates to or arises from its status as an employee or officer of that Party (a "**Status Claim**") then the Parties agree that:
- 19.5.1 the employing Party or Chief Officer of relevant home Police Service (the "**Engaging Party**") shall have conduct of the defence or settlement of the Status Claim;
  - 19.5.2 the other Parties shall give the Engaging Party all reasonable assistance in dealing with the Status Claim;
  - 19.5.3 no Party shall make any admission of liability, agreement or compromise in relation to the Status Claim without the prior written consent of the Policing Bodies, provided that the Engaging Party may settle the Status Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Policing Bodies, but without obtaining their consent) if the Engaging Party reasonably believes that failure to settle the Status Claim would be prejudicial to it in any material respect.
- 19.6 If any third party makes a claim relating to this collaboration, or notifies an intention to make such a claim, which may reasonably be considered likely to give rise to a liability by the Indemnifying Party under the indemnity in **Clause 19.3** (a "**Relevant Claim**"):
- 19.6.1 the Party receiving notice of the Relevant Claim shall, as soon as reasonably practicable, give written notice of the Relevant Claim to the Indemnifying Party, specifying the nature of the Relevant Claim in reasonable detail;
  - 19.6.2 the Indemnifying Party shall have conduct of the Relevant Claim;
  - 19.6.3 the other Parties shall give the Indemnifying Party all reasonable assistance (at the Indemnifying Party's cost) in dealing with the Relevant Claim;
  - 19.6.4 no Party shall make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the other Parties, provided that the Indemnified Party may settle the Relevant Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the other Parties, but without obtaining their consent) if the Indemnified Party reasonably believes that failure to settle the Relevant Claim would be prejudicial to it in any material respect.
- 19.7 If any Party wishes to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third party supplier to the Minerva Delivery Team) in relation to the Minerva Delivery Team, that Party shall request an urgent meeting of the Policing Bodies and raise its concerns at that Policing Bodies meeting.
- 19.8 If the Policing Bodies agree that it would be in the best interests of the Minerva Delivery

Team to require the Lead Policing Body to enforce any right or remedy or to commence any court proceedings or commence any other action against a third party (including any third party supplier to the Minerva Delivery Team) in relation to the Minerva Delivery Team, the Lead Policing Body shall:

- 19.8.1 take all reasonable actions to exercise or enforce such rights;
- 19.8.2 promptly pay to the Policing Bodies in accordance with the Apportionment Ratio (unless the Parties agree otherwise that it would be inequitable to do so in the circumstances and that an alternative apportionment ratio should be used given those circumstances) any compensation, damages, costs or settlement monies that it recovers on behalf of the Parties from the third party, provided that the other Parties shall give the Lead Policing Body all reasonable assistance to enable it to exercise or enforce such rights.

- 19.9 All other complaints and/or queries relating to the Minerva Delivery Team shall be dealt with by the Head of Unit under the direction of the Lead Policing Body.
- 19.10 For the avoidance of doubt, the provisions of this **Clause 19** relate to Liabilities arising as a consequence of this Agreement and do not extend to any claims received by the Parties in relation to matters beyond the scope of the Minerva Delivery Team or arising in relation to a matter pre-dating the date of this Agreement.
- 19.11 The provisions of this **Clause 19** shall remain in force notwithstanding the termination or expiry of this Agreement.
- 19.12 Nothing in this **Clause 19** shall restrict or limit the Parties general obligation at Law to mitigate any Liability which it may suffer or incur (including in respect of any Relevant Claim).

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

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

21 Notices

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

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

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

22 Review and Variation of Agreement

- 22.1 The Parties may review this Agreement on an annual basis or as determined by the Policing Bodies in accordance with **Clause 3.2.9** and, without prejudice to the power of the Secretary of State to prohibit the variation of an agreement under section 23G(4) of the Police Act 1996 (as amended by the PRSRA), may make any amendments necessary by unanimous agreement in writing.
- 22.2 Variation to this Agreement shall be made where directed by the Secretary of State under section 23G(4) of the Police Act 1996 (as amended by the PRSRA).
- 22.3 The Parties hereby agree that that the following schedules shall be updated and/or

replaced in the following events:

22.3.1 **Schedule 2** in the event any of the Parties withdraw from this Agreement or new Forces wish to join to the collaboration;

22.3.2 **Schedule 3** in the event new policies are introduced;

22.3.3 **Schedule 5** in accordance with **Part 4 paragraphs 9.13 and 9.14**; and

22.3.4 **Schedule 6** in the event of changes to the Centrally Funded Team provided that significant alterations (additional recruitment not replacement recruitment) are approved by the Policing Bodies in accordance with **Clause 3.2.8**.

22.4 **Clause 31** shall be construed and interpreted subject to this **Clause 22**.

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

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

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

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

23.4 If requested by any Party, the Lead Policing Body and Lead Chief Officer shall provide reasons for their decision to withdraw from their roles as lead parties.

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

24 Withdrawal and Termination

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

24.2 The Parties acknowledge that the nature of the Minerva Programme is such that there is a significant inter-dependency between the obligations of the Policing Bodies and those of the Chief Officers under this Agreement. Subject to any obligations or requirements of the Police Act 1996 (as amended by the PRSRA) including but not limited to any direction of the Secretary of State, the Parties agree that:

24.2.1 if a Chief Officer or Policing Body wishes to withdraw from this Agreement then their respective Chief Officer or Policing Body shall also withdraw from this Agreement;

- 24.2.2 if a Chief Officer and Policing Body agree to withdraw from this Agreement pursuant to **Clause 24.2.1**, they may withdraw by the Policing Body giving not less than six months' written notice to expire on 31<sup>st</sup> March in the relevant financial year to the Management Board and to the Chief Officers and the Policing Bodies of the other Police Services.
- 24.3 The Secretary of State may terminate the entire Agreement or the terms of this Agreement with immediate effect or at the end of a specified period.
- 25 Consequences of Withdrawal and Termination
- 25.1 If any Police Service withdraws from this Agreement in accordance with **Clause 24.2** then, in recognition of the potential administrative and financial repercussions for the other Police Services,
- 25.1.1 each of the withdrawing Parties shall:
- 25.1.1.1 subject to **Clause 23**, use its best endeavours to arrange for any assets held by it for or on behalf of the Minerva Delivery Team to be transferred to a Party nominated by the Management Board who shall hold the assets for or on behalf of the Minerva Delivery Team;
- 25.1.1.2 comply with the provisions of **Schedule 5** concerning the return of Police Data (if any);
- 25.1.1.3 save as set out in **Schedule 2**, waive any entitlement or claim to any assets held by any Party for and on behalf of the Minerva Delivery Team or transferred by them to any Party to hold for and on behalf of the Minerva Delivery Team;
- 25.1.1.4 continue to be liable for all Financial Contributions and Resource Contributions due from it until the date of expiry of the notice given in accordance with **Clause 24.2.2**.
- 25.1.2 Where the withdrawing Party is the Lead Policing Body, the provisions of **Clauses 23.3** and **23.4** shall apply; and
- 25.1.3 the other Parties shall comply with the provisions of **Schedule 5** regarding the return of Police Data (if any).
- 25.2 If a Police Service withdraws from this Agreement in accordance with **Clause 24.2** the licence granted in **Clause 17.2** shall continue save that the withdrawing Parties shall not be permitted to sub-license, sell, rent, lease, distribute or otherwise commercially exploit the Intellectual Property in the Minerva brand name and logo without the consent in writing of the other Parties.
- 25.3 If this Agreement expires or is terminated in accordance with **Clause 24.1** or **Clause 24.3**:
- 25.3.1 the Parties shall cause the Minerva Programme to be wound up. Any surplus monies after payment of any creditors or liabilities shall be divided in accordance with any Funding Conditions and in the event of any deficiency the Parties shall bear the deficiency in the same proportion;
- 25.3.2 each Party shall comply with the provisions of **Schedule 5** regarding the return of Police Data (if any);
- 25.3.3 the Parties shall use their best endeavours to co-operate and provide mutual support to each other to enable a smooth termination of this Agreement and/or winding up of the Minerva Programme and, where appropriate, the transition to any new arrangements;
- 25.3.4 the Parties shall take all steps to promptly dispose of any property, equipment, vehicles and assets held by the Lead Chief Officer and/or the Lead Policing Body on behalf of the Minerva Programme using all reasonable endeavours to obtain market value provided that each Party shall have the right exercisable within twenty eight days of termination of this Agreement to purchase any of



the assets of the Minerva Programme (including property, chattels, equipment, vehicles etc) at their market value at the date of such termination;

25.3.5 each Party shall be responsible for consulting with those of its staff (who have been engaged in performing services for the Minerva Delivery Team) on any possible consequences that may arise pursuant to the termination of this Agreement; any Intellectual Property in the Minerva brand name and logo shall continue to be vested in the Parties jointly and the licence granted under **Clause 17.2** (subject to **Clause 25.2**) shall continue in perpetuity.

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

## 26 Public Interest Disclosures

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

## 27 Disputes

27.1 In the event of any dispute between the Parties arising out of or in connection with this Agreement or its dissolution, the provisions of **Schedule 7** shall apply.

## 28 Assignment

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

## 29 Illegal/unenforceable Provisions

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

## 30 Waiver of rights

30.1 If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay shall not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement shall not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

## 31 Entire Agreement

31.1 This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this **Clause 31** does not

exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

32 Third Parties and Successors

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

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

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

33 Further Assurances

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

34 Counterparts

34.1 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.

35 Governing Law

35.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims), shall be governed by, and construed in accordance with, English and Welsh Law and the Parties irrevocably agree that, subject to **Clause 27**, the English and Welsh Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

## **SCHEDULE 1**

### **Responsibilities and Aims**

#### **Minerva Programme Vision**

Minerva describes a future where police forces across the UK provide staff with instant access to secure, high-quality information without geographical constraint.

#### **Minerva Programme Objectives and Responsibilities**

- continue to enhance police performance through NicheRMS365 (as set out in the Background above) in conjunction with the member forces and Niche UK
- Improve operational policing by removing barriers to sharing police information
- Maximise the effective use and development of our common core policing system (NicheRMS365)
- Explore and identify alternative and innovative technical and commercial solutions that offer flexibility and choice
- Deliver increased efficiencies and realise cost savings by:
  - encouraging the full use of available functionality within NicheRMS365
  - the reduction in the use of other bespoke and costly siloed systems
  - the introduction of best practice and common standards for Minerva member forces
- Support digital integration between forces and the wider Criminal Justice System

## SCHEDULE 2

### Funding Principles

#### General

1. The total amount of the Budget for the Minerva Delivery Team for 2023/24 is £760,000 p.a. and (subject to **Clause 16**) will cover all staffing and running costs of the Minerva Delivery Team as set out in more detail in the attached Budget.
2. The Minerva Delivery Team may be funded in two ways:
  - External Funding
  - Financial Contributions

#### External Funding

3. At the commencement of this Agreement, there is no External Funding

#### Financial Contributions



4. The Minerva Delivery Team funding is based upon an operating budget that is reviewed annually at the Minerva Annual Governance Meeting (the AGM).
5. The Minerva Management Board will identify the Financial Contributions required to operate and maintain the Minerva Programme such Contributions to be agreed by the Policing Bodies.
6. The Financial Contributions shall be based on the amount forecasted as necessary to run the Minerva Delivery Team in each year from the previous year together with any additional requirements or procurements and retail index price inflation (the Required Funding).
7. The Policing Bodies may also agree an upper limit for Financial Contributions for each member force at the AGM.
8. The Apportionment Ratio shall be the Required Funding divided by the number of the member forces in this collaboration producing a flat rate payable by each member force (the Financial Contribution).
9. The Financial Contribution is subject to the following discounts for regional collaborations:
  - 8.1 where five or more forces share a single NicheRMS365 Platform there shall be a 20% reduction in the membership fee; and
  - 8.2 where three or four forces collaborate on a single NicheRMS365 Platform there shall be a 10% reduction in the Financial Contribution.
10. Subject to **paragraph 9** above, the Financial Contribution for each member force on 01.04.2023 shall be £22,500.

#### Impact of Withdrawal

11. Where any Police Service withdraws from this agreement in accordance with **Clause 22**, the Financial Contributions from remaining member forces will be re-assessed pro rata in accordance with the Apportionment Ratio.

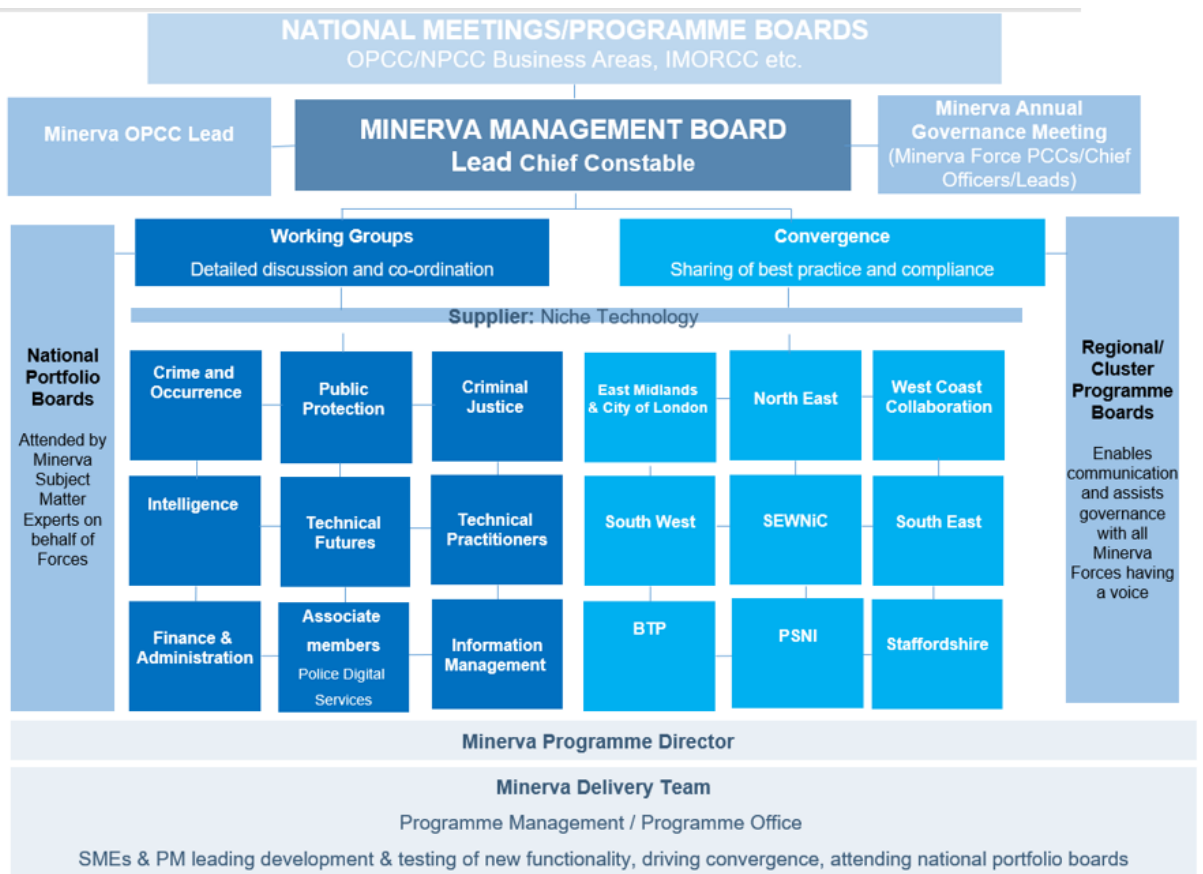
### SCHEDULE 3 Common Policies

The force members have entered into individual contracts with Niche Technology. This agreement does not affect individual contracts between member forces and Niche Technology. The common policies below are set out with regards to policies adopted between by or on behalf of the member forces in relation to the use and development of Niche Technology for the benefit of the force members.

Minerva Governance Strategy	 <b>PROG Minerva Governance Strategy</b>
Minerva Security and Use IT policy	 MDT%20Technical%20capabilities%20-%20

## SCHEDULE 4 Management Board Terms of Reference

• **Members – Minerva Governance Structure**



- Chairs of Working Groups or area leads are managed by the Minerva Programme and agreed by the Minerva Management Board (MMB) Chair.
- The Chair of the Minerva Management Board is approved by the Minerva Management Board members.
- The Annual General Meeting (AGM) is held in September to allow sufficient time for the Minerva Delivery Team and member forces to plan for the next financial year. The meetings are usually face to face meetings in a central location.
- Voting – Each individual Minerva force will receive one vote at the Annual General Meeting. This allows for a fair and transparent voting of development, high priority work and functionality.
- The Policing Bodies and the Chief Officers may attend the AGM and vote in person or by proxy.
- The Minerva Management Board (MMB) is held 3 times per annum after the Working Group cycle. The meetings can be virtual or held face to face in a central location.
- Representatives from Niche Technology may attend meetings in an advisory capacity with regards to NicheRMS365 capability.
- The Minerva Management Board manages the day to day operations of the Minerva Delivery Team.
- The Minerva Delivery Team Programme Office are responsible for preparing and circulating agenda, papers and minutes at least 7 days before and after the AGM and MMB meeting is held.
- Minutes from the AGM and MMB are shared with attendees and added to the Minerva Knowledge

Hub site.

- Each person/member of the MMB has one vote.
- The Chair of the MMB shall decide whether or not the MMBs and the AGMs are quorate.

- **AGM Objectives and Responsibilities:**

The purpose of this meeting is to provide strategic oversight, direction and governance of the Minerva collaboration, whilst delegating delivery of the Minerva vision to the Minerva Management Board. Specifically, it will undertake the following activities:

- to advise and assist the Policing Bodies to set the strategic direction of the NicheRMS365 product on behalf of the UK Minerva Forces to meet future policing needs; and
- to review progress over the previous 12 months and to look forward and set appropriate expectations for the Minerva collaboration over the next 12 months in the following areas:
  - the Minerva vision and objectives
  - the development of new functionality
  - progress convergence to a national build and configuration of the NicheRMS365
  - opportunities of wider collaboration with other forces, agencies and suppliers to meet the national drivers (e.g. Policing Vision 2025, National Policing Digital Strategy 2020-2030 etc.)
  - financial liabilities and future requirements
  - ensure an appropriate commercial relationship with Niche Technology is maintained, both as a group and as individual forces
  - implementation of the Minerva governance strategy.

- **MMB Objectives and Responsibilities:**

The MMB will act on behalf of all member forces to identify improvements to effective policing via the NicheRMS365 system and to:

- ensure that proposed changes support the collective Minerva Vision and Objectives. The MMB is empowered to act as a decision-making forum on behalf of the Minerva members, setting development priorities and implementing the Minerva Programme plan
- maximise the business benefits from the NicheRMS365 product, future business use and changes to business processes, minimising where possible the requirement to develop new functionality
- co-ordinate the development of “best practice” policing processes and a version of NicheRMS365, enabling convergence
- approve and manage the rolling three-year Minerva Programme Plan
- consider the list of Requests for Change (RFC) agreed through Minerva Working Groups in order to set the development priorities for the Minerva Programme.
- sign off, track, progress and agree amendments to the development of NicheRMS365, agreeing and managing any identified risks and issues and identifying resources as required

- develop a knowledge resource for member forces that drives efficient and effective use of the NicheRMS365
- establish collaboration and commercial opportunities for forces with each other, national policing leads, partner agencies and suppliers
- promote a positive relationship with suppliers.



## SCHEDULE 5

### Information Assurance Obligations

#### Part 1 - Definitions

##### 1. Definitions

1.1 For the purposes of this **Schedule 5**, the following words shall have the following meanings:

- 1.1.1 **“Agreement Personal Data”** means Personal Data which has been or is being and/or is to be shared under this Schedule for the purposes of the Minerva Programme;
- 1.1.2 **“Asset Owner”** means the purchaser of a service or equipment for or on behalf of the Minerva Delivery Team;
- 1.1.3 **“BCDR Plan”** means the Business Continuity and Disaster Recovery Plan attached to **Annex 3 to this Schedule**; NOT USED
- 1.1.4 **“Confidential Information”** means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property, and Personal Data;
- 1.1.5 **“Contracting Authority”** means any contracting authority, as defined in Regulation 2(1) of the Public Contracts Regulations 2015, other than the Parties;
- 1.1.6 **“Controller”** shall be the Party(ies) identified as the “Controller” in **Annex 1 to this Schedule**;
- 1.1.7 **“Data Protection Impact Assessment”** means an assessment by the Controller of the impact of envisaged processing and protecting Personal Data;
- 1.1.8 **“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Processor in relation to this Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
- 1.1.9 **“Data Protection Law”** means the DPA, the UK GDPR, the LED, , the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Laws relating to processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
- 1.1.10 **“Data Subject Access Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Law to access their Personal Data;
- 1.1.11 **“DPA”** means the Data Protection Act 2018;
- 1.1.12 **“EIR”** means the Environmental Information Regulations 2004;
- 1.1.13 **“FOIA”** means the Freedom of Information Act 2000;
- 1.1.14 **“GDPR”** means the UK GDPR;
- 1.1.15 **“GSCS”** means the government’s security classification scheme for the classification of information which is designed to ensure that public sector information assets are appropriately protected, managed and safeguarded in an agreed and proportionate manner in compliance with relevant legislation and international standards;
- 1.1.16 **“HMG IAS”** means Her Majesty’s Government Information Assurance Standards;

- 1.1.17 **“Information”** has the meaning given under section 84 of the FOIA;
- 1.1.18 **“ISO”** means Information Security Officer;
- 1.1.19 **“IT System”** means the computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of any Party (including any Processor or Controller) or any of its employees, agents, consultants and contractors, to host, access or otherwise process the Police Data as identified in **Annex 2 to this Schedule**;
- 1.1.20 **“LED”** means the Law Enforcement Directive (EU Directive 2016/680);
- 1.1.21 **“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt or cause undesired effects on program files, data, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
- 1.1.22 **“MOPI”** means the Code of Practice for the Management of Police Information (2005);
- 1.1.23 **“NPCC CSP”** means the National Policing Community Security Policy;
- 1.1.24 **“Personal Data”, “Personal Data Breach”, “Data Subject” “Information Commissioner”, “Data Protection Officer”, “process” and “processing”** shall have the meanings given to those terms by the GDPR;
- 1.1.25 **“Police Data”** means any data (including Personal Data) text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are provided by any Party to another Party in connection with this Agreement and/or which any Party is required to generate, process, store or transmit for or on behalf of any Party pursuant to this Agreement;
- 1.1.26 **“Processor”** shall be the Party identified as the “Processor” in **Annex 1 to this Schedule**;
- 1.1.27 **“Project Manager”** means the person in each force who is a Party to this Agreement with day-to-day management for processing and compliance with this Agreement on behalf of the Processor. The Project Manager will assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information requests. In the Minerva Delivery Team the Project Manager is the Minerva Programme Office Manager.
- 1.1.28 **“Protective Measures”** means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
- 1.1.29 **“Request for Information”** means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;
- 1.1.30 **“Senior Information Risk Owner” or “SIRO”** means the person identified as such for each Party in **Annex 2 to this Schedule**;
- 1.1.31 **“Shared Services Senior Information Risk Owner” or “SSSIRO”** means the person identified as such in **Annex 2 to this Schedule**;
- 1.1.32 **“Special Category Personal Data”** means sensitive personal data (as defined in the DPA) and/or special categories of data as referred to in Article 9(1) of the GDPR; and
- 1.1.33 **“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Processor in respect of this Agreement.
- 1.1.34 **“UK GDPR”** means the GDPR adopted into the Laws of the United Kingdom..

1.1.35 “**Working Day**” means a working day as defined by the DPA.

## Part 2 – Transparency

### 2. Freedom of Information

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

2.2 Each Party shall:

2.2.1 transfer to the relevant Party’s Data Protection Officer all Requests for Information relating to that Party that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;

2.2.2 provide the relevant Party with a copy of all Information in their possession or power in the form that the relevant Party requires within 5 Business Days of the Party’s request;

2.2.3 provide all necessary assistance as reasonably requested by the relevant Party to enable the relevant Party to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR; and

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

2.3 Notwithstanding any other provision in this Agreement, each Party shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

2.4 The Parties acknowledge that (notwithstanding the other provisions of this **paragraph 2**) each Party may, acting in accordance with the Department of Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“**Code**”), be obliged under the FOIA or the EIR to disclose Information concerning the other Party:

2.4.1 in certain circumstances without consulting the other Party; or

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

provided always that where **paragraph 2.4.1** applies the Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate and without putting itself in breach of applicable Law, to give the other Party advanced notice or, failing that, to draw the disclosure to the other Party’s attention after any such disclosure.

### 3. Confidentiality

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

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

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

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

3.2 **Paragraph 3.1** shall not apply to the extent that:

3.2.1 such disclosure is a requirement of Law placed upon the Receiving Party (including any requirements for disclosure under the FOIA or the EIR pursuant to **paragraph 2**) or the Receiving Party is required to do so by a court of competent jurisdiction or by any Regulatory Body with jurisdiction over the Receiving Party provided that the Receiving Party shall:

- 3.2.1.1 not make any disclosure without first consulting with the Disclosing Party (subject to **paragraph 2.4**); and
    - 3.2.1.2 only copy or disseminate Confidential Information to third parties in accordance with and to the extent of the relevant Law; or
  - 3.2.2 such disclosure is in accordance with this Agreement; or
  - 3.2.3 such information was:
    - 3.2.3.1 in the possession of the Receiving Party making the disclosure without obligation of confidentiality prior to its disclosure by the Disclosing Party; or
    - 3.2.3.2 obtained from a third party without obligation of confidentiality; or
    - 3.2.3.3 already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
    - 3.2.3.4 independently developed without access to the Disclosing Party's Confidential Information.
- 3.3 Each Receiving Party may only disclose Confidential Information to its personnel (including its consultants, contractors or other persons engaged by the Receiving Party) who are directly involved in the operation of this Agreement or the Minerva Delivery Team and who need to know such information and shall ensure that such personnel are aware of and shall comply with these obligations as to confidentiality. In the event that any default, act or omission of any of the Receiving Party's personnel causes or contributes (or could cause or contribute) to the Receiving Party breaching its obligations as to confidentiality under or in connection with this Agreement or the Minerva Delivery Team:
  - 3.3.1 the relevant Receiving Party shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases;
  - 3.3.2 to the fullest extent permitted by its own obligations of confidentiality to any of the Receiving Party's personnel, the relevant Receiving Party shall provide such evidence to the Disclosing Party as the Disclosing Party may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Receiving Party is taking appropriate steps to comply with this **paragraph 3**, including:
    - 3.3.2.1 copies of any written communications to and/or from the Receiving Party's personnel; and
    - 3.3.2.2 any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the Receiving Party's personnel in connection with obligations as to confidentiality.
- 3.4 Nothing in this Agreement shall prevent any Receiving Party from disclosing the Disclosing Party's Confidential Information:
  - 3.4.1 to any Regulatory Body or to any Contracting Authority (and Regulatory Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Regulatory Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party that is not part of any Regulatory Body or any Contracting Authority);
  - 3.4.2 for the purpose of the examination and certification of the Receiving Party's accounts; or
  - 3.4.3 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Receiving Party has used its resources,

provided that the relevant Receiving Party uses all reasonable endeavours to ensure that the Regulatory Body, Contracting Authority, employee, third party, or sub-contractor to whom the

Disclosing Party's Confidential Information is disclosed pursuant to this **paragraph 3.4** is made aware of the Receiving Party's obligations of confidentiality.

- 3.5 Nothing in this Agreement shall prevent any Party from using any techniques, ideas or know-how gained during the performance of this Agreement or the Minerva Delivery Team in the course of its normal business to the extent this use does not result in a disclosure of the Disclosing Party's Confidential Information in breach of this **paragraph 3** or an infringement of Intellectual Property.
- 3.6 Each Party shall tell the affected Party(ies) immediately if it discovers that any provision of this **paragraph 3** has been breached and shall give the affected Party(ies) all reasonable assistance in connection with any proceedings arising from such breach.
- 3.7 The Parties agree that damages may not be an adequate remedy for any breach of this **paragraph 3** by any Party and that the affected Party(ies) shall be entitled to obtain any legal and/or equitable relief, including injunction, in the event of any breach of the provisions of this **paragraph 3**.
- 3.8 For the avoidance of doubt nothing in this **paragraph 3** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement.
- 3.9 The obligations in this **paragraph 3** shall continue without limit in time.

### **Part 3 – Information Management and Security Requirements for all Police Data in the event Police Data is held or processed by the Parties in connection with this Agreement**

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

- 4.1 In accordance with the HMG IAS and NPCC CSP, the SSSIRO shall ultimately oversee and hold responsibility for information security and information risk management for all business activities undertaken within the terms of this Agreement.
- 4.2 The Parties acknowledge and agree that they each have obligations relating to the security of Police Data (if any) in their control under Data Protection Law, MOPI and the NPCC Police Service Information Assurance Strategy.
- 4.3 Each Party acknowledges and agrees that it shall be responsible for the quality of the Police Data that it enters onto the IT System in accordance with MOPI.
- 4.4 During the term of this Agreement each Party shall comply with all relevant obligations:
- 4.4.1 in accordance with MOPI, NPCC CSP, HMG IAS and the NPCC Police Service Information Assurance Strategy.
- 4.5 Unless stated otherwise in this Agreement, each Party shall:
- 4.5.1 ensure access to the Police Data is confined to authorised persons only;
- 4.5.2 take responsibility for preserving the integrity, security and confidentiality of the Police Data and preventing the corruption, unauthorised disclosure or loss of the Police Data;
- 4.5.3 perform secure back-ups of all the Police Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan; and
- 4.5.4 ensure that any system (including without limitation any paper records, personal computer, laptop, server, storage device and removable media) on which they hold any Police Data, including back-up data, is a secure system that complies with this **paragraph 4**.
- 4.6 If, at any time, any Party suspects or has reason to believe that any Police Data has been or could be lost or that any Police Data has or may become degraded in any way for any reason, then that Party shall notify the other Parties immediately by telephone (followed by email) and inform them of the remedial action that it proposes to take.
- 4.7 If any Police Data is corrupted, lost or sufficiently degraded as a result of any Party's breach of this Agreement, all the Parties shall work together to restore or procure the restoration of the Police

Data to the extent and in accordance with the requirements specified in the Minerva Delivery Team's IT Policies.

4.8 Each Party shall, as an enduring obligation throughout the term of this Agreement and the existence of the Minerva Delivery Team, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of and minimise the impact of Malicious Software in that Party's systems and/or the IT System.

4.9 Notwithstanding **paragraph 4.8**, if Malicious Software is found on the IT System, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Police Data, assist each other to mitigate any losses.

## 5. Information Management of Police Data

5.1 Each Party shall:

5.1.1 not delete or remove any proprietary notices contained within or relating to the Police Data;

5.1.2 not store, copy, disclose or use the Police Data except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by all the Parties;

5.1.3 to the extent that Police Data is held and/or processed by one Party on behalf of another Party the Party processing the Police Data shall supply the relevant Police Data to that other Party as requested by it in the format notified by it to the Party processing the relevant Police Data.

## 6. Risk Management of Police Data

6.1 NOT USED

6.2 The ISO of the Lead Chief Officer shall:

6.2.1 assist the Minerva Programme Officer for the Minerva Delivery Team to identify any risks during any on-boarding or implementation stage of the Minerva Delivery Team and assist the relevant Information Asset Owner(s) once the Minerva Delivery Team has fully commenced;

6.2.2 ensure that there is a formally documented process for notifying, recording and managing information security incidents. The process will include provision for investigation, escalation relative to risk, media management, notification to the Information Commissioner and formal review of any such incident;

6.2.3 ensure that all the Minerva Delivery Team's assets are managed in accordance with the NPCC CSP; to include maintenance of asset registers, licensing, use of removable media, use of encryption and secure disposal at the end of asset life;

6.2.4 ensure that appropriate arrangements are in place to comply with the GSCS for all activities undertaken in respect of the Minerva Delivery Team;

6.2.5 ensure that any and all cryptographic materials are handled and utilised in compliance with HMG IAS 4 or the relevant prevailing standard, with suitably trained and accredited staffing resources in place;

6.2.6 ensure that an appropriate risk treatment plan is put in place;

6.2.7 ensure that the procurement and deployment of any new/additional information system utilised for the purposes of the Minerva Delivery Team is conducted in compliance with NPCC CSP.

6.3 The relevant Information Asset Owner(s) shall:

6.3.1 maintain an information risk register and co-ordinate activity to mitigate identified risks, utilising the collective information security resources of the Parties as necessary and by mutual agreement and report its management of such risks to the SIRO as required;

- 6.3.2 ensure that there are appropriately documented procedures to manage access to the IT System, proportionate to the risks associated with the IT System and the Minerva Delivery Team, including any associated personnel security vetting and removal of access, when there is no longer a legitimate business need for that access. This will include any necessary supplementary procedures relating to remote and/or third party access;
- 6.3.3 ensure that robust arrangements are in place to monitor and audit the use of the IT System, to include appropriate reporting mechanisms and independent verification as necessary.
- 6.4 The SIRO for each Party shall ensure that a robust regime of awareness, training and education is in place and delivered to all of that Party's staff with access to information assets pursuant to this Agreement, in accordance with NPCC CSP.
- 6.5 Except as expressly provided otherwise in this Agreement, the Lead Policing Body and Lead Chief Officer shall comply with their data retention policy and shall return to each Party any Police Data belonging to that Party held by the Lead Policing Body or Lead Chief Officer that is no longer required for the purpose for which it was provided.
- 6.6 The Lead Policing Body and the Lead Chief Officer shall be responsible for ensuring the safe subsequent disposal of any archived copies of Police Data that have been created by back-up or recovery procedures carried out by the Lead Policing Body or Lead Chief Officer.

#### **Part 4 – Protection of Personal Data**

##### **7. Data Controller and Processor Relationship**

- 7.1 The Parties acknowledge that in relation to this Agreement and for the purposes of Data Protection Law each Party will be a Controller of any Agreement Personal Data which it processes for its own purposes.
- 7.2 Data Controller and Data Processor management and processing arrangement of Personal Data for or on behalf of the Minerva Programme apply as defined in Annex 1.
- 7.3 If the Personal Data management arrangements and processes involve a Joint Data Controller relationship no Agreement Personal Data shall be shared or processed until agreed by both Parties in writing.
- 7.4 Each Party shall appoint its own SIRO.
- 7.5 The Lead Chief Officer shall have responsibility handling project and business risk.
- 7.6 The IT Asset Owners shall be the Data Processor of Personal Data processed on the IT as defined in Annex 2.

## 8 Access to Personal Data

8.1 Access to Police Data (if any) will be restricted to the Controller or those Staff of the Processor identified in Annex 1 and authorised by the Controller.

## 9. Data Protection and Human Rights

9.1 The processing of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Agreement under Data Protection Law. All relevant codes of practice or data protection operating rules adopted by the Parties will reflect both the IT Security and Use Policies referred to in Schedule 3 and the data protection practices of the Parties to this contract.

9.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Law.

9.3 The Processor is only authorised to process Personal Data by the Controller listed in Annex 1 and such processing may not be determined by the Processor. Any deviation from the processing set out in Annex 1 must be authorised in writing by the ISO to the Project Manager.

9.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services

(c) an assessment of the risks to the rights and freedoms of the Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

9.5 The Processor may not contact any Data Subject except where permitted by Annex 1

9.6 The Processor shall notify the Controller without undue delay if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;

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



(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

9.7 The Processor's obligation to notify under clause 9.6 shall include the provision of further information to the Controller.

9.8 The Processor shall use all reasonable endeavours to assist the Controller in relation to either Party's obligations under Data Protection Law or any complaint, communication or request made under clauses 9.6 and 9.7 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Law;

(c) the Controller on request with any Personal Data the Processor holds in relation to a Data Subject;

(d) assistance on request by the Controller following any Data Loss Event;

(e) assistance on request by the Controller with respect to any request by the Information Commissioner's Office or any consultation by the Controller with the Information Commissioner's Office.

9.9 The Processor shall allow audits of its processing by the Controller or the Controller's auditor.

9.10 The Processor shall designate a data protection officer if required under Data Protection Law.

9.11 Before allowing a sub-processor to process any Personal Data under this Agreement, the Processor must:

(a) notify the Controller in writing of the intended sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written contract with the sub-processor which gives effect to the terms set out in this Agreement so that the same terms apply to the sub-processor; and

(d) provide the Controller with such information regarding the sub-processor as the Controller may reasonably require.

9.12 The Processor shall be liable for all acts or omissions of the sub-processor.

9.13 The Processor may on not less than 30 Working Days' notice, revise this clause 9 by replacing it with a controller to processor standard clauses or similar terms forming part of an applicable

certification scheme (by updating this Agreement with an attachment of such standard or similar terms).

9.14 The Parties agree to take account of any guidance issued by the Information Commissioner. The Controller may on not less than 30 Working Days' notice to the Processor amend this Schedule to this Agreement to ensure that it complies with such guidance.

9.15 The Parties agree that the information processed under this Agreement shall be processed with regards to the rights and freedoms of the Human Rights Act 1998.

## 10. **Retention, Review and Deletion**

10.1 Police Data will be retained by the Processor and then securely disposed of by the Processor in accordance with Annex 1.

## 11. **Security**

11.1 The Data Processor recognises that the Controller has obligations relating to the security of Personal Data in his control under Data Protection Law, IS027001 and the NPCC Information Community Security Policy. The Processor will continue to observe those relevant obligations on behalf of the Controller during the term of this Agreement.

11.2 The Data Processor shall, in relation to any Personal Data processed in connection with its obligation under this Agreement:

(a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do so otherwise by Law. If it is required the Processor shall promptly notify the Controller before processing Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures to protect against a Data Loss Event such measures to be reviewed by the Controller at the Controller's discretion having taken into account the:

(i) nature of the Data to be protected;

(ii) harm that might result from a Data Loss Event

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) employees of the Processor do not process Personal Data except in accordance with this Agreement and in particular Annex 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any employees who have access to Personal Data and ensure that they:

- are aware of and comply with the Processor's duties under this clause;
- are subject to appropriate confidentiality undertaking with the Processor or any sub-processor;
- are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed to do so in writing by the Controller or as otherwise permitted under this Agreement
- have undergone adequate training in the use, care, protection and handling of Personal Data and in accordance with the Government Classification and Security Guidance.

(d) the Processor shall not transfer Personal Data outside the EU/EEA and UK without the prior written consent of the Controller and with the following conditions:

(i) the Controller of the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the UK GDPR or Information Commissioner's guidance) and as determined by the Controller;

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

(iii) the Processor complies with its obligations under Data Protection Law by providing an adequate level of protection to any Personal Data transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with regards to the processing of Personal Data; and

(iv) at the written direction of the Controller, deletes or returns Personal Data (and any copies of it) to the Processor on termination of this Agreement unless the Processor is required by Law to retain Personal Data.

11.3 The Controller may wish to undertake suitability checks (including vetting) on any persons having access to police premises and Police Data (if any) and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Minerva Programme without reasons being given for this decision. The Processor shall ensure that each such person who participates in the Minerva Programme understands this and provide their written consent where necessary.

### ANNEX 1 TO SCHEDULE 5

This Annex shall be completed by the Controller(s), who may take account of the view of the Processor(s), however the final decision as to the content of this Annex shall be with the Controller(s) at its / their absolute discretion.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Law and Schedule 5:</p> <p>The Chief Officer or Policing Body of the Police Service providing Personal Data to members of the Minerva Delivery Team/other Parties to this agreement is the Controller.</p> <p>The Chief Officer or Policing Body receiving and processing Personal Data from the Minerva Delivery Team/other Parties to this agreement is the Processor.</p>
Subject matter of the processing	Agreement Personal Data for the purposes of achieving the Minerva Programme objectives.
Duration of the processing	For the term of this Agreement and in the case of (i) the Centrally Funded Team’s Human Resource records and (ii) correspondence with Niche Technology for 6 years after the term of this Agreement
Nature and Purpose of the processing	The processing is necessary for the performance of a function carried out in the public interest and to improve the efficiency of the policing purpose in detecting and preventing crime.
Type of Personal Data being Processed	Identifiable personal data and personal category data including but not limited to name, address, email address, phone number, date of birth, gender, age.
Categories of Data Subject	Persons engaged to act on or behalf of the Minerva Programme including persons making a report or finding, persons attending working groups and meetings, persons administering on behalf of the Programme and persons providing back office support.
Arrangements for return or destruction of the data once processing is complete	<p>Arrangements for the return or destruction of Personal Data shall be in accordance with:</p> <ul style="list-style-type: none"> <li>the MoPI Code of Practice; and</li> <li>the NPCC National Retention Schedule.</li> </ul> <p>No details of the record should be retained, other than that identified as required for audit purposes.</p> <p>As a minimum, personal information relating to the records should be anonymised so that no living individual can be identified.</p> <p>The information is disposed of securely.</p> <p>Audit arrangements are in place to quality control a random sample of decisions.</p> <p>Reviewers should ensure that information to be disposed of is not</p>

	<p>duplicated and retained elsewhere.</p> <p>Disposal means removal of information from all local police systems and in all data formats, justified through a review process, to the extent that it cannot be restored. This includes paper copies or those within other documentation. Local force policy should set out who can authorise the disposal of police records.</p> <p>Information must be disposed of in accordance with information assurance guidance and GSC. All forces must develop and implement a policy for disposing of records in accordance with the above.</p>
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**ANNEX 2 TO SCHEDULE 5 Details of SIRO, SSIRO, and IT System**

SIRO	<p>Each Party shall appoint its own SIRO.</p> <p>Each Controller and Processor shall appoint its own ISO.</p> <p>The ISO shall have the day to day responsibilities for liaising with or working with or on behalf of the Minerva Programme.</p>
SSSIRO	<p>The Lead Chief Officer through their SIRO</p>
IT System	<p>Centrally Funded Unit laptops and telephones</p>

## SCHEDULE 6

### Identified Officers and Staff

#### including Centrally Funded Team and Resource Contribution

Centrally Funded Team - Each Police Service shall provide the officers and staff set out in the table below and agree that such officers and staff shall form the Centrally Funded Team.



Position/Rank	Numbers (FTE)	Party employing staff/providing officer	Chief Officer with direction and control	Party responsible for discipline, performance, conduct, attendance, appraisal, line management and/or any formal disciplinary or other action
Minerva Programme Director	1	Merseyside Police	CC of Merseyside	Merseyside Police
Minerva Programme Manager	1	Devon & Cornwall Police	CC of Devon & Cornwall	Devon & Cornwall Police
Minerva Programme Office Manager	1	North Wales Police	CC of North Wales	North Wales Police
Minerva Programme	1	North Wales	CC of North	North Wales Police

Support		Police	Wales	
Minerva Subject Matter Experts	6	<b>Merseyside Police</b>  <b>Devon &amp; Cornwall Police</b>  <b>Cheshire Constabulary</b>  <b>Northants Police</b>  <b>North Yorkshire Police</b>	<b>CC of Merseyside</b>  <b>CC of Devon &amp; Cornwall Police</b>  <b>CC of Cheshire Constabulary</b>  <b>CC of Northants Police</b>  <b>CC of North Yorkshire</b>	<b>Merseyside Police</b>  <b>Devon &amp; Cornwall Police</b>  <b>Cheshire Constabulary</b>  <b>Northants Police</b>  <b>North Yorkshire Police</b>



## SCHEDULE 7

### Dispute Resolution Procedure

#### 1. DISPUTE RESOLUTION

- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement or to the Minerva Delivery Team (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
- 1.1.1 The Minerva Programme Director shall initially seek to resolve any dispute between the Parties;
  - 1.1.2 If the matter cannot be resolved in accordance with **paragraph 1.1.1** of this Schedule within fourteen (14) days or such other period as the parties to the dispute agree, the matter will be referred to the Lead Chief Officer (as appropriate) for advice in resolving the dispute;
  - 1.1.3 If the matter cannot be resolved in accordance with **paragraph 1.1.2** of this Schedule within fourteen (14) days or such other period as the parties to the dispute agree, the Lead Policing Body shall initiate a mediation.
- 1.2 To initiate a mediation, the Lead Policing Body must give notice in writing (an “**ADR Notice**”) to the Parties to the dispute requesting mediation in accordance with this Schedule. A copy of the request should be sent to the Centre for Dispute Resolution or its successor (“**CEDR**”).
- 1.3 The procedure in the CEDR’s Model Mediation Agreement will be amended to take account of:
- 1.3.1 any relevant provisions in this Agreement; and
  - 1.3.2 any other additional agreement which the Parties to the dispute may enter into in relation to the conduct of the mediation (“**Mediation Agreement**”).
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties to the dispute cannot agree within seven (7) days from the date of the ADR Notice, the CEDR will (at the request of any Party to the dispute) decide that issue on behalf of the Parties to the dispute (having first consulted with them).
- 1.5 The mediation will start no later than twenty-one (21) days after the date of the ADR Notice.

AS WITNESS the hands of the duly authorised representatives of the Chief Officers and the Policing Bodies on the date stated at the beginning of this Agreement.

SIGNED by )  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF )  
AVON AND SOMERSET CONSTABULARY )



**Chief Constable - 16.08.2023**

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



**Mark Shelford**  
**Police & Crime Commissioner**  
**6<sup>th</sup> Sept 2023**

SIGNED by Lucy D'Orsi CVO QPM  
duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF BRITISH TRANSPORT  
POLICE



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05-10-2023

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duly authorised to sign for and on behalf of  
THE BRITISH TRANSPORT POLICE  
AUTHORITY



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02/11/23

SIGNED by  ) MARK ROBERTS Lt October 2023  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF )  
CHESHIRE CONSTABULARY )

SIGNED by  ) JOHN DWYER 4/10/23  
duly authorised to sign for and on behalf of )  
THE POLICE AND CRIME COMMISSIONER )  
FOR CHESHIRE )

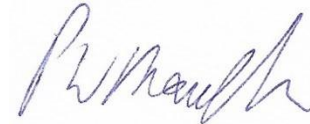
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 duly authorised to sign for and on behalf of )

THE COMMISSIONER OF POLICE FOR )  
 THE CITY OF LONDON )



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 duly authorised to sign for and on behalf of )

THE COMMON COUNCIL OF THE CITY )  
 OF LONDON )



<b>Examined</b>	NXP	
<b>Ctee/Court</b>	Delegated - PAB	
<b>Date</b>	07/06/2024	
<b>Passed for Sealing</b>	N/A	
<b>Fund</b>	City Fund	
<b>Power</b>	S22a Police Act 1996	
<b>Seal Folio No.</b>		

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



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



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duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF )  
DERBYSHIRE CONSTABULARY )



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



SIGNED by  
duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF  
DEVON AND CORNWALL POLICE

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


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A handwritten signature in black ink, appearing to be 'F. Ridgway'.

) Felicity Ridgway  
) Deputy Chief Executive  
) OPCC for Devon and Cornwall



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

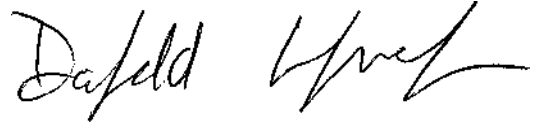
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duly authorised to sign for and on behalf of )   
THE POLICE AND CRIME COMMISSIONER ) Simon Bullock  
FOR DORSET ) Chief Executive

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duly authorised to sign for and on behalf of )

THE CHIEF CONSTABLE OF )  
DYFED-POWYS POLICE )



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



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duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF  
GLOUCESTERSHIRE CONSTABULARY

) Rod Hansen

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

) Ruth Greenwood

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SIGNED by CC Pam Kelly )  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF GWENT POLICE )



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



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duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF )  
HAMPSHIRE CONSTABULARY )

SIGNED by )



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

  
SIGNED by Paul Anderson )  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF HUMBERSIDE POLICE )

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

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



cc Rob Nixon, QPM

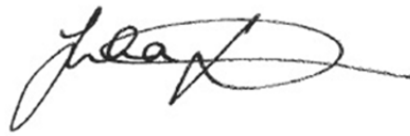
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duly authorised to sign for and on behalf of )  
THE POLICE AND CRIME COMMISSIONER )  
FOR LEICESTERSHIRE )



Rupert Matthews

17 April 2024

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



**Police and Crime Commissioner for Lincolnshire**

I hereby approve the recommendation above, having considered the content of this report.



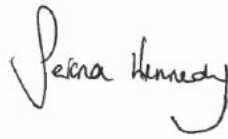
**Signature:**

**Date: 11 May 2024**



SIGNED by

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duly authorised to sign for and on behalf of

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THE CHIEF CONSTABLE OF MERSEYSIDE POLICE

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THE POLICE AND CRIME COMMISSIONER

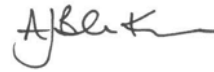
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FOR MERSEYSIDE

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



SIGNED by )  
duly authorised to sign for and on behalf of )

THE POLICE AND CRIME COMMISSIONER )  
FOR NORTH WALES )



SIGNED by



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

SIGNED by



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

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

) Acting Chief Constable Ivan Balhatchet

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duly authorised to sign for and on behalf of  
THE POLICE, FIRE AND CRIME COMMISSIONER  
FOR NORTHAMPTONSHIRE ACTING AS A  
POLICING BODY

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

) K. L. MEYNELL  
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duly authorised to sign for and on behalf of  
THE POLICE AND CRIME COMMISSIONER  
FOR NOTTINGHAMSHIRE

) C E HENRY  
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SIGNED by  J. BUTCHER )  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE FOR THE POLICE )  
SERVICE OF NORTHERN IRELAND )

SIGNED by  )  
duly authorised to sign for and on behalf of )  
THE DIRECTOR OF INFORMATION )  
AND COMMUNICATIONS SERVICES FOR PSNI )

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

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Jeremy M. Vaughan Chief Constable  
20/10/2023

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

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Jim Michael  
Police & Crime Commissioner  
24.10.2023

SIGNED by Chris Noble )  
duly authorised to sign for and on behalf of )  
THE CHIEF CONSTABLE OF )  
STAFFORDSHIRE POLICE )




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





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

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SIGNED by **LISA TOWNSEND, SURREY PCC**  
duly authorised to sign for and on behalf of  
THE POLICE AND CRIME COMMISSIONER  
FOR SURREY      **16/10/2023**

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SIGNED by

) Jo Shiner

duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF SUSSEX POLICE

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SIGNED by

Katy Bourne

duly authorised to sign for and on behalf of

THE POLICE AND CRIME COMMISSIONER  
FOR SUSSEX



SIGNED by  
duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF  
THAMES VALLEY POLICE

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duly authorised to sign for and on behalf of  
THE POLICE AND CRIME COMMISSIONER  
FOR THAMES VALLEY

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Matthew Barber

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



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

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duly authorised to sign for and on behalf of  
THE CHIEF CONSTABLE OF WILTSHIRE POLICE

) Catherine Lopez  
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SIGNED by

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duly authorised to sign for and on behalf of  
THE POLICE AND CRIME COMMISSIONER  
FOR WILTSHIRE

) Pwll Jones  
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Version	Summary of Change	Reviewed By (Name & Role)	Review Date	Approved:	Approved Date
V0.1	First draft	Minerva Programme Director and Minerva Programme Manager	November 2022	Vicky Lewin	29 <sup>th</sup> November 2022
V1.0	Final Version Amendments made to Leading Police Chief Officer, page 8 Updated Governance Strategy added	Minerva Programme Director and Minerva Programme Manager  Victoria James, Lawyer, Avon and Somerset Police	November 2022 & January 2023	Victoria James	
V2.0	Final draft	Minerva Programme Director and Minerva Programme Manager	June 2024	Vicky Lewin	11 <sup>th</sup> June 2024.