



**METROPOLITAN
POLICE**

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(B)OCU or Unit, Directorate	Commercial Services
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Agreement

Pursuant to Section 15 of the Police
Reform and Social Responsibility
Act 2011 Provision of Goods and
Services

- (1) Mayor's Office for Policing and Crime
- (2) His Majesty's Revenue and Customs

Dated 16/05/25

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This agreement is made on the 16/5/25

Between:

- (1) The Mayor's Office for Policing and Crime of City Hall, Kamal Cunchie Way, London E16 1ZE (the **Authority**); and
- (2) His Majesty's Revenue and Customs of 100 Parliament Street, London SW1A 2BQ (the **Recipient**).

Background:

- (A) The Recipient has a requirement for certain services as described in Schedule 1 (Services) and has requested that the Authority provide such services to the Recipient.
- (B) The Authority is willing to supply the requested services pursuant to Section 15 of the Police Reform and Social Responsibility Act 2011 (the **2011 Act**).
- (C) The Commissioner will provide data to the Recipient pursuant to Section 2(5) of the 2011 Act in order to assist the Authority in carrying out its functions, namely the provision of services described in Schedule 1 (Services).
- (D) The parties have agreed that the Authority shall provide the requested services to the Recipient on the terms set out in this Agreement.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Agreement	means these terms and conditions (including any Schedule to it)
Authority Equipment	means any equipment, including tools, systems, cabling or facilities provided by the Authority and used directly or indirectly in the supply of the Services
Authority Personnel	means the Authority's and/or the Chief Constable's employees, officers, subcontractors and consultants through whom the Authority delivers the Services
Authority Premises	means buildings and land owned or controlled by the Authority from or at which the Services are delivered
Charges	means the charges payable by the Recipient to the Authority as set out in Schedule 2 (Charges) as may be amended from time to time in accordance with Clause 5.5
Commencement Date	1 st April 2025
Commissioner	means the Commissioner of the Metropolis
Confidential Information	means all identifiable methodology, know-how, experience, data, Personal Data, databases, flow charts, reports, tables or other material produced in relation to this Agreement (including the negotiations leading to it) and any other information of whatever kind (whether commercial, technical, financial,

operational or otherwise, whether communicated verbally, in writing, digitally, electronically or in any other form and whether or not expressly stated to be confidential) relating to a party including its operations, business, goods, suppliers and customers

Control

in relation to a body corporate means the power of a person (or persons acting in concert with him) to secure directly or indirectly that the affairs of that body are conducted in accordance with the wishes of that person (and any persons acting in concert with him), whether by means of the exercise of voting power or any other contractual right, or otherwise

Controller

shall have the meaning set out in the UK GDPR

Data Protection Legislation

means the laws and regulations that apply to the Processing of Personal Data including (without limitation and to the extent applicable):

- (a) the UK GDPR;
- (b) the Data Protection Act 2018;
- (c) the EU GDPR;
- (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (e) any replacement legislation coming into effect from time to time; and
- (f) any code of practice or other guidance issued by any Competent Authority

Data Subject

shall have the meaning set out in the UK GDPR

Deliverables

means all documents, goods and materials created by or on behalf of the Authority in the course of providing the Services which are to be delivered to the Recipient

Disclosing Party

for the purposes of Clause 8, the party disclosing Confidential Information and/or to whom Confidential Information relates

Emergency

any actual or threatened event or combination of events which because of its nature or magnitude justifies in the judgement of the Chief Constable the redeployment of all or any of the Authority Personnel at any time to the policing of the event or events in question and such an event shall include:

- (g) an act of war;
- (h) an act of terrorism;
- (i) a fire, flood or other natural catastrophe of exceptional magnitude or severity;

	(j) an accident of exceptional magnitude or severity; (k) a riot or disturbance of exceptional magnitude or severity; (l) a public order event of exceptional magnitude or severity; (m) a pandemic
Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government department in relation to such regulations
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council on 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data
Exigencies of Duty	as defined by Police Negotiating Board Circular 86/9 being "a pressing demand, need or requirement is perceived but is not reasonably avoidable and necessitates a change of roster"
Expiry Date	31 st March 2026
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Holding Company	means a holding company within the meaning ascribed to that expression by Section 1159 of the Companies Act 2006
Information	has the meaning given under Section 84 of the Freedom of Information Act 2000
Intellectual Property Rights	means all patents, trademarks, designs, copyright, database rights, semi-conductor topography rights, inventions, trade secrets and other Confidential Information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registerable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights
Losses	any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses (including legal and other professional fees)

Permitted Recipient	means a member of staff or professional advisor to the Receiving Party who has a legitimate need to receive and consider particular Confidential Information for the purposes of the Receiving Party exercising its rights and/or performing its obligations under this Agreement
Personal Data	shall have the meaning set out in the UK GDPR
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data
Pre-existing Materials	means all documents, information and materials provided by the Authority relating to the Services which existed prior to the Commencement Date
Process, Processed or Processing	shall have the meaning set out in the UK GDPR
Processor	shall have the meaning set out in the UK GDPR
Receiving Party	is the party receiving Confidential Information from or relating to the Disclosing Party
Recipient Equipment	means any equipment, including systems, cabling or facilities provided by the Recipient and used directly or indirectly in the supply of the Services
Request for Information	means a request for Information or an apparent request under the FOIA or the Environmental Information Regulations
Services	means the services to be provided by the Authority as described in Schedule 1(Services)
UK GDPR	the EU GDPR as implemented in the United Kingdom by the European Union (Withdrawal) Act 2018
Working Day	a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a statute or code of practice or a provision of a statute or code shall be construed as a reference to that statute, code or provisions as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;

- 1.2.5 the headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.6 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.7 any reference to "written" or "writing" includes emails;
- 1.2.8 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Commencement and Term

- 2.1 This Agreement shall commence upon the Commencement Date.
- 2.2 This Agreement shall (subject to earlier termination in accordance with its terms) terminate automatically without notice on the earlier of the Expiry Date or the date when the Services are completed.

3 Provision of Services

- 3.1 In consideration of payment of the Charges, the Authority shall provide the Services to the Recipient from the Commencement Date on the terms set out in this Agreement.
- 3.2 The Authority shall use reasonable endeavours to meet any performance dates specified in Schedule 1 (Services) but any such dates are estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Authority Personnel used to deliver the Services shall have appropriate experience and skills. The identity of those Authority Personnel shall be at the sole discretion of the Authority and/or the Chief Constable (as applicable). The Authority and the Chief Constable (as applicable) shall at all times retain operational and directional control of the Authority Personnel and the manner of provision of the Services in accordance with Section 2(3) of the Police Reform and Social Responsibility Act 2011.
- 3.4 In the case of an Emergency or an Exigency of Duty and for the duration of that Emergency or Exigency of Duty, the Authority or the Chief Constable (as applicable) may at its sole discretion redeploy the Authority Personnel. The Authority or the Chief Constable (as applicable) will use reasonable endeavours to consult with the Recipient in respect of such redeployment and, except in cases where the Authority terminates this Agreement under Clause 12.2.5, the parties shall make reasonable arrangements to deliver the Services at a future time.
- 3.5 Unless otherwise specified, the Authority shall, at the Recipient's cost, arrange for delivery of any Deliverables supplied as part of the Services. Risk of damage to or loss of any such Deliverables will pass to the Recipient at the time of delivery or, if the Recipient wrongfully fails to take delivery of the Deliverables, the time when the Deliverables are tendered for delivery.
- 3.6 Notwithstanding the passing of risk in the Deliverables to the Recipient and subject to Clause 6 (Intellectual Property Rights), title to the Deliverables shall not pass from the Authority to the Recipient until the Authority has received in cash or cleared funds the full amount of the Charges then due.

4 Recipient Obligations

- 4.1 The Recipient shall:
 - 4.1.1 co-operate with the Authority in all matters relating to the Services;
 - 4.1.2 provide to the Authority, in a timely manner, such information and assistance as the Authority may reasonably require in order to perform the Services and ensure that any information provided is accurate in all material respects;

- 4.1.3 allow the Authority to search any persons entering Authority Premises for the delivery of the Services;
- 4.1.4 comply with all security requirements notified to it by the Authority from time to time;
- 4.1.5 comply with its obligations set out in Schedule 3 (Special Conditions).
- 4.2 Without prejudice to the generality of Clause 7, if the Authority's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Recipient, its agents, subcontractors, consultants or employees, the Authority shall not be liable for any Losses sustained or incurred by the Recipient arising directly or indirectly from such prevention or delay.
- 4.3 The Recipient shall not, without the prior written consent of the Authority, at any time from the Commencement Date to the expiry of twelve (12) months after the last date of supply of the Services, solicit or entice away from the Authority or employ (or attempt to employ) any member of the Authority Personnel.

5 Charges and Payments

- 5.1 In consideration of the provision of the Services by the Authority, the Recipient shall pay the Charges as set out in Schedule 2 (Charges), which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 5.2 shall apply if the Authority provides Services on a time and materials basis. Clause 5.3 shall apply if the Authority provides Services for a fixed price. The remainder of this Clause 5 shall apply in either case.
- 5.2 Where Services are provided on a time and materials basis:
 - 5.2.1 the Charges payable for the Services shall be calculated in accordance with the daily fee rates, as set out in Schedule 2 (Charges) and as amended from time to time in accordance with Clause 5.5;
 - 5.2.2 the daily fee rates for each individual person are calculated on the basis of an 7.2-hour day, - (excluding public holidays);
 - 5.2.3 the Authority shall be entitled to charge an overtime rate at the Authority's prevailing overtime rates for each part day or for any time worked by Authority Personnel engaged in the provision of the Services outside the hours referred to in Clause 5.2.2;
 - 5.2.4 the Authority shall invoice quarterly in arrears for:
 - (a) Services to be provided; and
 - (b) any expenses and cost of materials incurred by the Authority (calculated as per Clause 5.4);

To the extent that the actual Services provided (or expenses or cost of materials) differ from that invoiced in advance, the Authority shall undertake a reconciliation in the month following the service provision and shall (at the sole discretion of the Authority) either issue a credit note, a further invoice or adjust any subsequent invoice.
- 5.3 Where Services are provided for a fixed price, the Charges for the Services shall be the amount(s) set out in Schedule 2 (Charges). The Charges shall be paid to the Authority (without deduction or set-off), as set out in Schedule 2 (Charges). Unless otherwise specified in Schedule 2 (Charges), the Authority shall invoice in advance in relation to the Services to be provided (together with any expenses and cost of materials (calculated as per Clause 5.4)).
- 5.4 In addition to the Charges, the Authority shall be entitled to invoice the Recipient for:
 - 5.4.1 expenses and the costs of materials, including the cost of hotel, subsistence, travelling; and
 - 5.4.2 any other ancillary expenses reasonably incurred by the Authority Personnel in connection with the provision of the Services; and

- 5.4.3 the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Authority for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Authority at cost.
- 5.5 The parties agree that the Authority may review and increase the Charges set out in Schedule 2 (Charges), provided that such Charges cannot be increased more than once in any twelve (12) month period. The Authority will give the Recipient written notice of any such increase two (2) months before the proposed date of the increase. If such increase is not acceptable to the Recipient, it may, within one (1) month of such notice being received, terminate the Agreement by giving no less one (1) month's prior written notice to the Authority.
- 5.6 The Recipient shall pay each invoice, in full and cleared funds, within 30 days of the date of issue of the invoice to a bank account nominated in writing by the Authority.
- 5.7 Without prejudice to any other right or remedy that it may have, if the Recipient fails to pay the Authority in accordance with Clause 5.6, the Authority may:
- 5.7.1 charge interest upon the amount outstanding at the rate of statutory interest applicable for the time being pursuant to Section 6(1) of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of the number of days between and including the due date of payment of the said invoice and the date upon which it is actually paid; and/or
- 5.7.2 suspend all Services until payment has been made in full; and/or
- 5.7.3 recover from the Recipient all Losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 5.7.1 above and upon demand in writing, the Recipient shall pay the same within ten days of that demand.
- 5.8 The Authority may, without prejudice to any other rights it may have, set off any liability of the Recipient to the Authority against any liability of the Authority to the Recipient.

6 Intellectual Property Rights

- 6.1 As between the Recipient and the Authority, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Authority. Subject to other conditions within this Agreement, the Authority licenses all such rights to the Recipient free of charge and on a non-exclusive, basis only to such extent as is necessary to enable the Recipient to make reasonable use of the Deliverables and the Pre-existing Materials in connection with the receipt of the Services.
- 6.2 Except as expressly permitted by this Agreement, especially Schedule 3 (Special Conditions), the Recipient shall not:
- 6.2.1 use the Deliverables or the Pre-existing Materials in its own products or services; or
- 6.2.2 redistribute the Deliverables or the Pre-existing Materials in whole or in part.
- 6.3 The Recipient acknowledges that, where the Authority does not itself own some or all of the Pre-existing Materials, the Recipient's use of rights in Pre-existing Materials is conditional on the Authority obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Authority to license such rights to the Recipient and that use of third party Pre-existing Materials shall be subject to such additional licence terms.

7 Liability

- 7.1 Subject to Clause 7.4, the parties agree that any Losses arising out of or in connection with the performance or non-performance of the Services shall be the sole responsibility of the Recipient.
- 7.2 Subject to Clause 7.4, the Recipient agrees that neither the Authority nor the Chief Constable shall be under any liability to the Recipient in respect of any Losses arising under this Agreement or out of or in connection with the performance or non-performance of the Services and irrespective of whether such Losses are the result of any act or omission (whether deliberate, negligent or

otherwise) on behalf of the Authority, Chief Constable, the Authority Personnel or any other person for whom the Authority or the Chief Constable are otherwise liable.

- 7.3 Subject to Clause 7.4, the Recipient agrees to indemnify and keep indemnified the Authority and the Chief Constable against any Losses incurred by the Authority, the Chief Constable, the Authority Personnel and/or any other person for whom the Authority or the Chief Constable are otherwise liable however arising under this Agreement or otherwise in connection with the performance or non-performance of the Services and irrespective of whether such claim arises from any act or omission (whether deliberate, negligent or otherwise) on behalf of the Authority, Chief Constable, the Authority Personnel or any other person for whom the Authority or the Chief Constable are otherwise liable.

Nothing in this Agreement will operate to limit or exclude the liability of the Authority or the Chief Constable (as applicable) to the Recipient:

- 7.3.1 for the criminal act or omission; or
- 7.3.2 for any liability which cannot be lawfully limited or excluded.

- 7.4 All warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8 Confidential Information

- 8.1 The Receiving Party undertakes to the Disclosing Party that:

- 8.1.1 it shall treat and safeguard as private and confidential all Confidential Information;
- 8.1.2 it shall use only use the Confidential Information to the extent that such use is necessary for the purposes of performing its obligations or exercising its rights under this Agreement;
- 8.1.3 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;
- 8.1.4 it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and observes the terms of this Clause 8.1 as if that person had given the undertakings contained in this Clause 8.1 directly;
- 8.1.5 it shall immediately upon written request by the Disclosing Party deliver to the Disclosing Party a list of all individuals to whom the Confidential Information has been disclosed.

- 8.2 The provisions of Clause 8.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:

- 8.2.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party;
- 8.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 8.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- 8.2.4 was created independently by the Receiving Party, without access to the Confidential Information, as demonstrated by documentary evidence to the reasonable satisfaction of the Disclosing Party;
- 8.2.5 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority provided that (to the extent it is permitted to do so) the Receiving Party gives all reasonable notice of that disclosure to the Disclosing Party.

9 Data Protection

- 9.1 Where either party Processes Personal Data on behalf of the other party in relation to this Agreement, the provisions of this clause shall apply. Prior to carrying out any such Processing the parties shall complete the Information specified in the Data Processing Activities at 4 (Data Processing) and shall keep such Information updated throughout the term of the Agreement.
- 9.2 The parties agree and acknowledge that the Controller alone shall determine the purposes for which, and the manner in which, the Personal Data disclosed by that Controller is, or is to be, Processed under this Agreement.
- 9.3 Each party warrants that it has in place, and undertakes that it shall maintain, appropriate technical and organisational measures to ensure that the Processing of Personal Data by that party in connection with this Agreement meets the requirements of the Data Protection Legislation, including ensuring the protection of the rights of Data Subjects in accordance with the Data Protection Legislation.
- 9.4 A description of the Personal Data and the Processing activities undertaken by the Processor is set out in the Data Processing Activities Schedule.
- 9.5 To the extent that the Processor Processes Personal Data on behalf of the Controller in connection with this Agreement, the Processor shall:
- 9.5.1 solely Process the Personal Data for the purposes of fulfilling its obligations under this Agreement and in compliance with the Controller's written instructions as set out in this Agreement (including the Data Processing Activities Schedule) and as may be specified from time to time in writing by the Controller;
 - 9.5.2 notify the Controller immediately if any instructions of the Controller relating to the Processing of Personal Data are unlawful;
 - 9.5.3 not transfer any Personal Data to, or access any Personal Data from, a country outside the United Kingdom or the European Economic Area without the prior written consent of the Controller;
 - 9.5.4 comply with the Controller's instructions in relation to transfers of Personal Data to a country outside the United Kingdom or the European Economic Area, unless the Processor is required pursuant to applicable laws to transfer Personal Data outside the United Kingdom or the European Economic Area, in which case the Processor shall inform the Controller in writing of the relevant legal requirement before any such transfer occurs unless the relevant law prohibits such notification on important grounds of public interest;
 - 9.5.5 ensure that any persons used by the Processor to Process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data;
 - 9.5.6 not engage any sub-contractor to carry out any Processing of Personal Data without the prior written consent of the Controller, provided that, notwithstanding any such consent, the Processor shall remain liable for compliance with all the requirements of this Agreement, including in relation to the Processing of Personal Data;
 - 9.5.7 ensure that obligations equivalent to the obligations set out in this clause are included in all contracts between the Processor and permitted sub-contractors who will be Processing Personal Data;
 - 9.5.8 take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful Processing, loss, destruction or damage and the nature of the Personal Data to be protected, including, without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
 - 9.5.9 taking into account the nature of the data Processing activities undertaken by the Processor, provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisations measures) to enable the Controller to fulfil its obligations to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation;

- 9.5.10 maintain a record of its Processing activities in accordance with the Data Protection Legislation and promptly provide a copy of such a record to the Controller upon request by the Controller;
- 9.5.11 assist the Controller in ensuring compliance with the obligations set out in the Data Protection Legislation taking into account the nature of the Processing undertaken by the Processor and the Information available to the Processor;
- 9.5.12 ensure that it has in place appropriate technical and organisational measures to ensure that Processing of Personal Data carried out by the Processor in connection with this Agreement meets the requirements of the Data Protection Legislation and ensures protection of the rights of Data Subjects under the Data Protection Legislation;
- 9.5.13 notify the Controller immediately in writing if:
 - (a) the Processor or any sub-contractor engaged by on behalf of the Processor suffers a Personal Data Breach; or
 - (b) the Processor or any sub-contractor engaged by on behalf of the Processor receives any notification of a Personal Data Breach, complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the Data Protection Legislation,

and in each case the Processor shall provide full co-operation, information and assistance to the Controller in relation to any such Personal Data Breach, complaint, notice or communication;
- 9.5.14 upon termination of this Agreement, at the choice of the Controller, securely delete or return all Personal Data to the Controller and securely delete all existing copies of the Personal Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with applicable laws, in which case the Processor shall notify the Controller in writing of the applicable laws which require the Personal Data to be retained. In the event that the Personal Data is deleted or destroyed by the Processor, the Processor shall provide the Controller with a certificate of destruction evidencing that the Personal Data has been securely destroyed or deleted;
- 9.5.15 make available to the Controller all Information necessary to demonstrate compliance with the obligations set out in this clause and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller or by the Information Commissioner's Office pursuant to the Data Protection Legislation; and
- 9.5.16 upon request, allow the Controller, the Information Commissioner's Office and its representatives access to the Processor's premises, records and personnel solely for the purposes of assessing the Processor's compliance with its obligations under this Data Protection Clause.

10 Freedom of Information and Transparency

- 10.1 The parties both acknowledge:
 - 10.1.1 they are public authorities for the purposes of the FOIA and that, as such, they are required to make information available to the public either through their publication scheme or on request;
 - 10.1.2 the names of both parties, the resources provided, the value and the purpose of this Agreement may be published through their publication scheme; and
 - 10.1.3 details of the goods and/or Services supplied and this Agreement may be disclosed by the parties pursuant to the FOIA.
- 10.2 The parties acknowledge that (where applicable) the Elected Local Policing Bodies (Specified Information) Order 2011 ("the Order") as amended, shall apply. Each party hereby consents to the other party publishing the contents of this Agreement in accordance with the Order. The parties may in their absolute discretion redact all or part of the Agreement Information prior to its publication.

11 Corruption, Gifts and Payment of Commission

11.1 The Recipient shall not:

- 11.1.1 offer to give or agree to give to any person employed by, appointed by or representing the Authority any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or any other agreement with the Authority, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement; and
- 11.1.2 enter into this Agreement or any other agreement with the Authority in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless, before the Agreement is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Authority.

11.2 Any breach of this Clause 11 by the Recipient or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Recipient) or the commission of any offence by the Recipient or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the Authority shall entitle the Authority to terminate this Agreement and recover from the Recipient for any Losses associated with such termination.

11.3 Any dispute, difference or question arising in respect of the interpretation of this Clause 11 (except in so far as the same may relate to the amount recoverable from the Recipient under Clause 11.2 in respect of any Losses resulting from such termination of this Agreement), the right of the Authority to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the Authority whose decision shall be final and conclusive.

12 Termination

12.1 Either party may terminate this Agreement immediately by serving written notice to that effect on the other party if the other party commits a material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.

12.2 The Authority may terminate this Agreement immediately by serving written notice to that effect on the Recipient if at any time any one or more of the following events occurs:

- 12.2.1 the Recipient makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- 12.2.2 a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of the property or assets of the Recipient; or
- 12.2.3 anything analogous to any of the foregoing occurs to the Recipient under the law of any jurisdiction; or
- 12.2.4 the Recipient ceases to carry on its business or operations; or
- 12.2.5 an Exigency of Duty arises and the Authority decides in its absolute discretion that it is necessary to terminate this Agreement.

12.3 The Authority may terminate this Agreement without prior notice at any time if at any time any one or more of the following events occurs:

- 12.3.1 following the occurrence of any event which renders the Authority Premises unusable;
- 12.3.2 if there is a major security threat;
- 12.3.3 an Emergency arises and the Authority decides in its absolute discretion that it is necessary to terminate this Agreement.

- 12.4 The Authority may terminate this Agreement by giving written notice to the Recipient within six (6) months of becoming aware that Control of the Recipient or any Holding Company of the Recipient has passed to any other person or persons, other than the person or persons in Control of the Recipient at the date of this Agreement, (unless the Authority has given its written consent before such transfer of Control).

13 Consequences of Termination

- 13.1 Termination or expiry of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.2 Upon expiry or termination of this Agreement (for any reason whatsoever):
- 13.2.1 the Authority shall promptly return to the Recipient all Recipient Equipment;
 - 13.2.2 the Recipient shall promptly return to the Authority all Authority Equipment; and
 - 13.2.3 each party must pay any sums that are due in relation to the period up to the date of termination in accordance with the charging arrangements under this Agreement.

14 Relief Event

Neither party shall be liable for, or be deemed to be in breach of this Agreement as a result of, any delay in performing or failure to perform any of its obligations under this Agreement where that delay or failure is caused by any circumstances beyond the reasonable control of that party.

15 Exclusion of Third Party Rights

Nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

16 Entire Agreement

- 16.1 This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever (whether or not in writing) between the parties in connection with the subject matter of this Agreement.
- 16.2 Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.
- 16.3 If there is any ambiguity between provisions in different parts of the Agreement it shall be construed using the following order of priority:
- 16.3.1 Schedule 3 (Special Conditions);
 - 16.3.2 The main body of the Agreement (Clauses 1 to 26 inclusive);
 - 16.3.3 The remaining Schedules to this Agreement.

17 Assignment/Sub-contracting

- 17.1 Subject to Clause 17.2 below, neither party shall be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party.

- 17.2 The Authority may novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority. A change in the legal status of the Authority shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

18 Waiver

- 18.1 No delay or failure on the part of either party in enforcing any provision in this Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under this Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 18.2 The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

19 Severability

- 19.1 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 19.2 If any provision in this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.
- 19.3 The parties agree, in the circumstances referred to Clause 19.1 and if Clause 19.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same commercial effect as would have been achieved by the invalid or unenforceable provision.

20 Variation

No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

21 Partnership/Agency

Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and unless expressly stated in this Agreement neither party shall have the authority to contract on behalf of, or otherwise, bind the other in any way.

22 Publicity

No public or press announcements shall be made by the Recipient with regard to the existence or subject matter of this Agreement unless the text of such announcement is first approved in writing by the Authority.

23 Value Added Tax

All sums due under this Agreement are exclusive of Value Added Tax which (where applicable) will be paid to the Authority by the Recipient in addition to the sums due.

24 Notices

- 24.1 Any notice under this Agreement shall be in writing and shall be sent by pre-paid, recorded delivery post, hand delivery or email to the address/e-mail address for the relevant party as stated in this

Agreement or otherwise notified in writing to the other party for this purpose. Any such notice shall be deemed to have been duly received (provided it was sent to the proper address/e-mail address):

24.1.1 if despatched by recorded delivery post - 48 hours from the time of posting (subject only to any delays caused by industrial action affecting the postal service);

24.1.2 if delivered by hand - at the time of actual delivery;

24.1.3 if despatched by email – at the time of actual delivery;

provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 5.00pm on a Working Day, then the notice shall not in fact be deemed to have been received until 10.00am on the next following Working Day (such times being local time at the address of the Recipient).

25 Governing Law

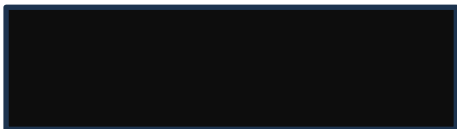
This Agreement and any dispute or claim, including a dispute or claim of a non-contractual nature, arising under or in connection with this Agreement shall be governed by and construed in accordance with the law of England and Wales.

26 Jurisdiction

Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

This Agreement has been signed on the date appearing at the top of page 1.

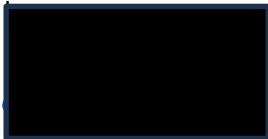
Signed by



22 May 2025

Mayor's Office for Policing and Crime

Signed



for and on behalf of
His Majesty's Revenue and Customs

Schedule 1

Services

Listed below are the Services to be provided by Fingerprint Bureau/Fingerprint Enhancement Laboratory (FEL) for HMRC. This should be read in conjunction with the Service level Agreement included in Appendix A.

All work is completed ensuring compliance with the Forensic Regulator's Code of Practice and in accordance with the relevant Fingerprint/FEL accredited processes.

Fingerprint Evidence Recovery

- Take possession of exhibits from HMRC, either in person or via despatch
- Quality assure exhibits upon receipt
- Negotiate and determine case strategy for treatments and comparison/search
- Attend the laboratory and develop/enhance marks from exhibits ensuring compliance with the Forensic Service Regulator's Code of Practice
- Photograph developed/enhanced marks and attach them to casework dockets
- Attend London-based police or prison buildings to quality control the retrieval of a detainee or persons of interest fingerprint impressions if requested.
- Maintain databases to track/monitor casework & maintain continuity records
- Provide secure storage for sensitive/valuable exhibits

Crime scene mark – Search

Search national & international databases using HO algorithm for closest matches to unknown marks (that meet minimum quality standard).

Match mark to 10-Prints - Local & National Police Db (link crime scene to person)

- Match mark to 10-Prints / mark - search National & International 'other' Dbs (link crime scene to person or other crime scenes)
- Provide mark data on disc for use of Interpol and other International Police Services (Also UKBA if requested)
- Update and File (National unidentified mark database) with unidentified marks
- Declare, verify and report results. Prepare and deliver court evidence

Crime scene mark - Persons of Interest Comparisons

Check marks against persons of interest. Identify or exclude person from a case. By comparing marks (of variable quality, also friction ridge detail from any area on feet or hands i.e. fingertip phalange or plantar marks) against 10 Print impressions of persons of interest.

- Identify or exclude via fingerprint comparison a nominated POI against from a scene or exhibit, match marks from a case via a one to one comparison.
- Match mark to mark - compare marks from one crime scene to another (link crime scenes) if requested.
- Select and file/add evidential unidentified marks to the national mark serious crime cache
- Interpretation of crime scene marks, if requested.
- Declare, verify and report results. Prepare and deliver court evidence

10-Prints

Identify person & establish their known history, check involvement with current or other crime scenes

- Compare and match an arrestees ten prints with prints held on national database
- Confirmation or human verification of ID – Investigative
- Compare and match ten print respondent list generated by automated arrestee search of the National Unidentified Mark Database (link person to crime scenes)

Schedule 2

Charges

The charges for these services will be based on a standardised charging model, comprising of the cost recovery of time, including ancillary costs detailed below:

HMRC Costing to fund posts for Fingerprint & Chemical Examinations			
2024/25			
Cost Description	Uplifted Salary	No of FTE	Total costs
Band P		1	
Band V		2	
Corporate overhead charge		3	
Chemicals			
TOTAL			

Any increases to the above rates will be in accordance with the annual pay negotiations with the MPS Trade Union Side and will normally come in to effect as of the 1st August. Any increases shall be confirmed by the Authority to the Recipient in writing

The Recipient acknowledges that additional requests carried out by the Authority may result in Authority staff working overtime. The hourly rates are detailed below:

	Plain Time	Time and a Half	Double Time
Band P			
Band V			

Any overtime charged will be agreed by both parties prior to work being undertaken. Overtime cost will be detailed and included within the quarterly invoices.

Schedule 3

Data Processing Activities

Categories of data	Name, addresses, date of birth, biometric data.
Categories of Data Subjects	Members of the general public.
Processing Operations	Forensic examination of exhibits that may contain fingerprint marks to include determining the identification of fingerprint marks, the reporting of results to HMRC, the provision of forensic advice on exhibits suitable for fingerprint recovery, the recovery and examination of fingerprint marks and the upload of fingerprint identifications to PNC and UK NDNAD.
Location of Processing Operations	All processing will take place at the Metropolitan Police Lab
Identity of sub-contractors	No sub-contractors will be used to process personal data.
Purposes	The purpose of the processing is to identify individuals suspected of committing fraud as part of HMRC's criminal and civil investigation activities.
Duration	For the duration of this agreement

Appendix A

Terms of Agreement between HMRC and the Fingerprint Bureau/Fingerprint Enhancement Laboratory

Cases should be processed with the following target dates:

	FEL	FPB
Urgent	Initial development of marks or further negotiated date within 48 hours	Initial result or further negotiated date within 48 hours
Standard	Initial development of marks or further negotiated date within 30 days	Initial result or further negotiated date within 30 days of receipt from FEL
Negotiated	As required	As required

Rejection Policy - Dockets will be rejected if the Quality Assurance check reveals any evidence to suggest a compromise to the integrity or traceability of the exhibits/submission documentation. Examples of this include (not exhaustive): the tampering of exhibits, the falsifying of documentation, an inconsistency between the details on the exhibit and the accompanying documentation, illegibility in any information on the exhibit or documentation, duplication of the identification details on different exhibits. In such instances, the Fingerprint Services Managers and the Quality Management team are to be notified immediately, an Improvement Action Report raised and the docket/exhibits returned to the HMRC CSI for review and resubmission. In addition, where appropriate, the Forensic Science Regulator will also be notified.

Other negotiated strategies can be applied and these must be agreed on a case by case basis, between the Fingerprint Case Owner and the HMRC Case Officer strategy will be documented

by the Fingerprint Case Owner on the case strategy form which will be enclosed within the case papers.

HMRC will be provided with updates of casework progression on a monthly basis or as agreed.

Six monthly progress reports will be shared by the MPS with HMRC, with option for subsequent meeting as required.

Case conference meetings to be held when appropriate to include case officers, CSIs and MPS staff to determine strategy.

HMRC will keep MO4 informed of CJ priorities, new information which results in a change in strategy (new POIs, evidential value of exhibits, no further action required or general status updates.

If a search on Ident1 generates identifications for a number of individuals then a Streamlined Forensic Report (SFR) will be prepared for each individual. However, if more than one mark is identified for the same individual, the Fingerprint Bureau will only prepare an SFR Report on the mark/s deemed most evidential. This is based on which marks have the best evidential value given the information available taken from the scene examination report. However, if the SFR is of insufficient strength to justify an arrest the Fingerprint Bureau should be contacted as soon as is practicable to negotiate further work to be undertaken.

Fingerprint results will be reported in the following formats:-

- Streamline Forensic Reporting (SFR)

- Fingerprint Summary Report (FSR)

- Major Crime Fingerprint Report

- Intelligence Notifications (MG22a)

Fingerprint outcomes will be reported as detailed below:

Identification - The opinion that two areas of ridge detail were made by the same person

Exclusion - The opinion that two areas of ridge detail were not made by the same person

Insufficient - The opinion that an area of ridge detail is of such poor or low quality as to render any comparison as unreliable or not suitable

Inconclusive - The opinion that the level of agreement and/ or disagreement is such that it is not possible either to conclude that the areas of friction ridge detail originate from the same donor, or to exclude the particular individual as a source for the unknown impression

Not Compared -The mark(s) have not been compared due to prior agreement being made with Case Officer / HMRC CSI

Not Progressed - The identification process has not been fully completed

Reporting outcomes of Identification, Exclusion, Insufficient and Inconclusive are matters of opinion, not statements of fact. That opinion is reached following Analysis, Comparison and Evaluation of areas of friction ridge detail. The conclusions of fingerprint practitioners are

supported by study and experience, applying specialist knowledge and skills to forge reliable opinions and interpretations. The decision-making process may be supported and evidenced through the use of working notes.

When the case work is completed, dockets will be sent via secure transportation to Archive – Marlowe House) in accordance with the relevant fingerprint processes. The cases will be stored and retained in accordance with the Processes of Records Management, Locally Delivered Support Services, Operational Support Services (Archive-Marlowe House).

Mayor's Office for Policing and Crime

Date... 22 May 2025

His Majesty's Revenue and Customs

Date... 