



**METROPOLITAN
POLICE**

Freedom of Information Act Publication Scheme	
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Title	Section 92 Agreement between the Mayor's Office for Policing and Crime and the London Borough of Tower Hamlets 2024-27
Version	V0.1
Summary	Grant Agreement pursuant to Section 92 of the Police Act 1996 to support the provision of 26 additional police officers under the MOPAC/MPS Partnership Plus Scheme with the London Borough of Tower Hamlets between 1 April 2024 – 31 March 2027
(B)OCU or Unit, Directorate	Finance Services
Author	Grants Team
Review Date	1 April 2027
Date Issued	19 March 2025

Agreement

Pursuant to Section 92 of the
Police Act 1996 Council Grant for
Officers or Staff

- (1) The Mayor's Office for Policing and Crime
- (2) London Borough of Tower Hamlets

Dated March 18, 2025
Draft [NUMBER]: [DATE]

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This agreement is made the March 18, 2025

Between:

- (1) The Mayor’s Office for Policing and Crime (the **Authority**) 169 Union Street, Southwark, London SE1 0LL; and
- (2) London Borough of Tower Hamlets (the **Recipient**).

Background:

- (A) The Recipient wishes to provide a grant to the Authority to assist with the cost of providing Additional Personnel for police purposes in accordance with this Agreement.
- (B) The grant is being made to and accepted by the Authority pursuant to Section 92 of the Police Act 1996.
- (C) The Commissioner of the Police of the Metropolis (the **Commissioner**) has agreed that the grant will be made subject to the conditions 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:

Additional Personnel	the additional personnel to be supplied to the Recipient by the Commissioner, supplementing existing police resources assigned to the Council Area, as specified in Schedule 1 (Additional Personnel)
Agreement	this Agreement (including any schedule to it)
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation
Business Day	any day on which clearing banks are open for business in the City of London (but not a Saturday or a Sunday)
Commencement Date	the date specified as such in Schedule 4 (Term)
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
Contracting Authority	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015
Controller	shall have the meaning set out in the UK GDPR
Council Area	the geographical and administrative area of the Recipient

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 applicable regulatory authority
Data Subject	shall have the meaning set out in the UK GDPR
Disclosing Party	for the purposes of Clause 9, 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 Operational Commander the redeployment of all or any of the Additional Personnel at any time to the policing of the event or events in question and such an event shall include: (a) an act of war; (b) an act of terrorism; (c) a fire, flood or other natural catastrophe; (d) an accident of exceptional magnitude or severity; (e) a riot or disturbance of exceptional magnitude or severity; (f) a public order event of exceptional magnitude or severity (g) a pandemic
Employment Emoluments	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any liability to taxation, including any penalty, fine, surcharge, interest, charges or costs relating thereto
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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	the date specified as such in Schedule 4 (Term)
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time and the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information

	Commissioner or relevant Government department in relation to such legislation
MPS	means the Metropolitan Police Service or any servant or agent of the Metropolitan Police Service authorised to act on its behalf in respect of this Agreement
MPS Contact Officer	the person appointed by the Operational Commander pursuant to Clause 6.1 and notified to the Recipient
Grant	the grant of the sum specified in Schedule 2 (Grant Conditions) to be made by the Recipient to the Authority pursuant to Section 92 of the Police Act 1996 and to be paid in accordance with the provisions of Schedule 2 (Grant Conditions)
High Demand Days	means those days each year that have been declared by the MPS Public Order Branch that require a particularly high level of resource in order for the Commissioner to fully discharge their statutory responsibility for policing planned public order events.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000;
Objectives	the purposes for which the Additional Personnel are to be provided, as specified in Schedule 3 (Objectives)
Operational Commander	the Commissioner or such other person as the Commissioner may appoint from time to time to command the policing of the Council Area
Overtime	time worked by any Additional Personnel as overtime where 'overtime' shall be given the meaning set out in Section 25 of The Police Regulations 2003
Permitted Recipient	an officer, employee, or professional advisor of 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
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	for the purposes of Clause 9, the party receiving Confidential Information of the other party
Recipient Contact Officer	the person appointed by the Recipient pursuant to Clause 6.2 and notified to the Authority
Recipient Chief Executive	the Chief Executive of the Recipient

Redundancy Costs	means any pay in lieu of notice, statutory redundancy payment and any enhanced contractual redundancy payment
TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or superseded from time to time
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018

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 table of contents and 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 faxes or other transitory forms;
- 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 Term

- 2.1 Subject to Clause 2.2 below and to earlier termination under Clause 4.3.2, Clause 8.1, Clause 8.2 or Clause 13.3, this Agreement shall commence on the Commencement Date and terminate automatically, without notice on the Expiry Date (the **Term**).
- 2.2 Subject to agreement between the parties on the amount of Grant payable for an extended term, the Term of this Agreement may be extended by agreement in writing between the parties.

3 Provision of Personnel

- 3.1 For the avoidance of doubt, it is the belief of both the Authority and the Recipient that the TUPE Regulations do not apply to transfer the employment contracts of any individual employed by the Recipient or any sub-contractor or agent engaged by the Recipient or any other individual (a **Recipient Employee**) to the Authority on the Commencement Date or at any time thereafter.
- 3.2 If, contrary to clause 3.1, any Recipient Employee alleges that his/her employment has transferred to the Authority and/or if any Recipient Employee's employment does transfer to the Authority pursuant to the TUPE Regulations on the Commencement Date, or at any time thereafter, the Recipient shall indemnify the Authority and keep the Authority indemnified from and against all and any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding and any legal or professional fees and expenses on an indemnity basis that the Authority may suffer or incur arising out of or in relation to:
 - 3.2.1 the Employment Emoluments in relation to any such Recipient Employee for up to six (6) months following such transfer;
 - 3.2.2 the employment or termination of employment of any such Recipient Employee, including any Redundancy Costs (save that the Recipient shall not be responsible for liability arising through any failure of the Authority to follow a fair termination or redundancy process); and

- 3.2.3 the employment of any such Recipient Employee up to and including the date of transfer.
- 3.3 The Authority shall supply the Additional Personnel to the Recipient in accordance with and subject to the provisions of this Agreement.
- 3.4 Subject to the provisions of Clause 5 (Operational Control and Redeployment), the overall strategic objectives for the Additional Personnel will be determined by the MPS Contact Officer in consultation with the Recipient Contact Officer.
- 3.5 Any member of the Additional Personnel who is unable to attend for duty because of attendance in court, on obligatory training courses or because of any redeployment as a result of a High Demand Day, any Emergency or Exigencies of Duty will nevertheless be deemed to have been supplied to the Recipient.
- 3.6 Any member of the Additional Personnel who is unable to attend for duty because of sickness or injury will nevertheless be deemed to have been supplied to the Recipient provided that at least one of the following applies:
 - 3.6.1 such absence does not last for more than 28 calendar days; or
 - 3.6.2 such absence is due to injuries received in the course of duty pursuant to this Agreement; or
 - 3.6.3 such absence lasts more than 28 days and is not due to injuries received in the course of duty pursuant to this Agreement but after consultation, the parties agree that there is a reasonable prospect of the relevant Additional Personnel returning to work in the near future.
- 3.7 The Authority shall procure that the Operational Commander uses all reasonable endeavours to ensure, through the application of his absence management policy, that absences because of sickness or injury are kept to a minimum.
- 3.8 Where any member of the Additional Personnel is unable to attend for duty because of sickness or injury and none of the circumstances set out in Clauses 3.6.1, 3.6.2 or 3.6.3 applies then as the Recipient's sole remedy:
 - 3.8.1 the Authority will use its reasonable endeavours to provide replacement personnel; and
 - 3.8.2 for any period of time where any replacement personnel are not provided, the Grant shall be reduced on a pro-rata basis.
- 3.9 The Authority shall provide appropriate equipment, training, accommodation, technical and support services to ensure the effective delivery of the Additional Personnel.
- 3.10 The Additional Personnel will be selected by the Operational Commander in accordance with the recruitment procedures and standards which apply in relation to the MPS from time to time.
- 3.11 The Recipient acknowledges that the Grant does not cover Overtime. Any Overtime requested by the Recipient will result in an increase to the Grant payable pursuant to this Agreement and this will be calculated in accordance with the applicable Overtime rates referred to in Paragraph 10 of Schedule 2 (Grant Conditions), calculated pro-rata on an hourly basis. For the avoidance of doubt, any Overtime incurred as a result of a police deployment that is not subject to a request from the Recipient will be borne by the Authority.
- 3.12 Save as otherwise set out in this Agreement, the Recipient may not provide, or charge for the provision of, the Additional Personnel in relation to any commercial events/premises and if a commercial event arises where special policing is required the Recipient will refer the relevant third party to the Authority.

4 Payment of Grant

- 4.1 The Authority shall be entitled to raise invoices for instalments of the Grant and the Recipient shall pay the Grant to the Authority in accordance with Schedule 2 (Grant Conditions).
- 4.2 The Recipient shall pay all invoices, without any set-off or deduction, within 30 days of the date of the invoice.
- 4.3 Should the Recipient fail to pay invoices due under this Agreement the Authority shall be entitled:
 - 4.3.1 to 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;
- 4.3.2 to suspend the provision of the Additional Personnel and/or terminate this Agreement; and/or
- 4.3.3 to recover from the Recipient all losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 4.3.1 above and upon demand in writing, the Recipient shall pay the same within ten days of that demand.
- 4.4 The Authority shall procure that the Operational Commander shall use the Grant solely to meet the cost of providing the Additional Personnel for the purpose of meeting the Objectives.

5 Operational Control and Redeployment

- 5.1 The Commissioner and/or the Operational Commander may in their discretion redeploy some or all of the Additional Personnel:
 - 5.1.1 in the case of a High Demand Day and for the duration of that High Demand Day whereby the Authority shall procure that the Operational Commander will use all reasonable endeavours to notify the Recipient Contact Officer in advance of such redeployment;
 - 5.1.2 in the case of an Emergency and for the duration of that Emergency and where time permits, the Authority shall procure that the Operational Commander will consult the Recipient Contact Officer before making such a redeployment;
 - 5.1.3 at any time to meet operational requirements and/or Exigencies of Duty
- 5.2 The Recipient agrees that nothing in this Agreement shall affect, fetter or otherwise qualify the discretion of the Commissioner or Operational Commander to deploy or redeploy the Additional Personnel as they deem appropriate.
- 5.3 The Grant payable shall be reduced on a pro-rata basis in accordance with the formula detailed in Paragraph 9, Schedule 2 (Grant Conditions) where any or all of the Additional Personnel are not provided or are deployed other than in accordance with Clause 3.5 (except in the case of High Demand Days, an Emergency or in relation to Exigencies of Duty);
- 5.4 Subject to Clause 5.3, the Recipient will not be entitled to compensation or to withhold payment of the Grant in relation to any period of redeployment of all or part of the Additional Personnel in accordance with the terms of this Agreement. The Authority shall procure that the Operational Commander will use reasonable endeavours to keep any such period of redeployment as short as reasonably practicable.
- 5.5 The Additional Personnel will remain under the control of the Commissioner, and their managerial control and direction will be the responsibility of the Operational Commander.
- 5.6 The Additional Personnel will not be under the control or direction of the Recipient and will act on the basis of their professional judgment and their own initiative in accordance with their statutory and common law powers and the standards and requirements of the MPS.

6 Governance

- 6.1 The Authority shall appoint the MPS Contact Officer to represent the Authority as follows:
 - 6.1.1 in respect of all day to day matters relating to this Agreement; and
 - 6.1.2 to liaise with the Recipient Contact Officer.
- 6.2 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
 - 6.2.1 in respect of all day to day matters relating to this Agreement; and
 - 6.2.2 to liaise with the MPS Contact Officer.
- 6.3 The Operational Commander shall be responsible for all financial matters relating to the Additional Personnel, including the resolution of any related disputes.

7 Monitoring and reporting

- 7.1 The Authority (acting through the Operational Commander) shall and the Recipient shall establish and maintain appropriate mechanisms to monitor the effectiveness of the Additional Personnel in meeting the Objectives.

8 Termination

- 8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately by notice in writing if:
- 8.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of written notice specifying the breach and requiring its remedy; or
 - 8.1.2 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.
- 8.2 Either party may at any time terminate this Agreement by serving on the other not less than six (6) months' notice in writing.
- 8.3 Upon termination of this Agreement for any reason:
- 8.3.1 Subject to Clause 8.4, any outstanding Grant payments shall remain due and payable to the Authority by the Recipient in accordance with the terms of this Agreement; and
 - 8.3.2 each party shall return to the other all Confidential Information belonging to it.
- 8.4 Where this Agreement is terminated pursuant to Clause 8.2 or by the Recipient pursuant to Clause 8.1.1 the Grant payable by the Recipient shall be adjusted (using the formula detailed in Paragraph 8 of Schedule 2 (Grant Conditions)) so that the Recipient is liable to pay a pro-rata proportion of the Grant. The Recipient shall pay any amount outstanding in relation to the adjusted Grant on the effective date of termination.

9 Confidential Information

- 9.1 Subject to Clause 9.1, the Receiving Party undertakes to the Disclosing Party that:
- 9.1.1 it shall treat and safeguard as private and confidential all Confidential Information;
 - 9.1.2 it shall 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;
 - 9.1.3 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;
 - 9.1.4 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 9.1 as if that person had given the undertakings contained in this Clause 9.1 directly;
 - 9.1.5 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.
- 9.2 The provisions of Clause 9.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:
- 9.2.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party;
 - 9.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 9.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 9.2.4 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;
 - 9.2.5 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.

10 Data Protection

- 10.1 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 Schedule 5 (Data Processing Activities) and shall keep such information updated throughout the term of the agreement.
- 10.2 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.
- 10.3 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.
- 10.4 A description of the Personal Data and the Processing activities undertaken by the Processor is set out in Schedule 5 (Data Processing Activities).
- 10.5 To the extent that the Processor Processes Personal Data on behalf of the Controller in connection with this agreement, the Processor shall:
- 10.5.1 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 Schedule 5 (Data Processing Activities)) and as may be specified from time to time in writing by the Controller;
 - 10.5.2 notify the Controller immediately if any instructions of the Controller relating to the Processing of Personal Data are unlawful;
 - 10.5.3 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;
 - 10.5.4 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;
 - 10.5.5 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;
 - 10.5.6 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;
 - 10.5.7 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;
 - 10.5.8 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;
 - 10.5.9 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;
 - 10.5.10 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;

- 10.5.11 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;
- 10.5.12 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;
- 10.5.13 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;

- 10.5.14 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;
- 10.5.15 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
- 10.5.16 upon request, allow the Controller, the Information Commissioner's Office and its representative's 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.

11 Freedom of Information and Transparency

- 11.1 The parties both acknowledge:
 - 11.1.1 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;
 - 11.1.2 the names of both parties, the resources provided, the value and the purpose of this Agreement may be published through their publication scheme; and
 - 11.1.3 details of the Grant and this Agreement may be disclosed by the parties pursuant to the FOIA.
- 11.2 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 (**Agreement Information**) in accordance with the Order. The parties may in their absolute discretion redact all or part of the Agreement Information prior to its publication.
- 11.3 The parties shall use all reasonable endeavours to agree a protocol as to how their obligations under the FOIA shall be applied in relation to the matters contemplated by this Agreement, which shall include whether and to what extent any of the information that they hold is exempt from disclosure under the FOIA.

- 11.4 Notwithstanding the provisions of Clause 11.3, the parties acknowledge and agree that the party receiving a request under the FOIA shall be entitled to decide whether to disclose information at its absolute discretion.

12 Dispute Resolution

- 12.1 Any dispute (other than a dispute referred to in Clauses 6.3 and 13.4) arising out of or in respect of this Agreement shall be referred for resolution to the MPS Contact Officer and the Recipient Contact Officer.
- 12.2 Any dispute unresolved within twenty (20) Business Days of referral (either pursuant to Clause 12.1 or Clause 6.3) shall be referred to the Operational Commander and the Recipient Chief Executive.

13 Prevention of Corruption

- 13.1 Each party warrants that this Agreement has not been obtained or entered into as a result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 or under section 117(2) of the Local Government Act 1972.
- 13.2 Each party shall:
- 13.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 13.2.2 not enter into this Agreement or any other agreement with the other party 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.
- 13.3 Any breach of this clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party 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 other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
- 13.4 Any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the breaching party under the Clause in respect of any losses resulting from such termination of this Agreement), the right of a party to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the innocent party, whose decision shall be final and conclusive.

14 General

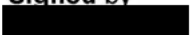
- 14.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
- 14.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 14.3 The Authority (or its statutory successor) may at any time assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof subject to the consent of the Recipient, such consent not to be unreasonably withheld or delayed provided that the Recipient agrees that it shall not be entitled to withhold its consent where:
- 14.3.1 such assignment, novation or disposal is to any Contracting Authority or other public body which substantially performs any of the functions that previously had been performed by the Authority (the **Transferee**); and
 - 14.3.2 such assignment, novation or disposal shall not increase the burden of the Recipient's obligations under the Agreement.
- 14.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 14.3, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Authority.

- 14.5 On condition that the Transferee undertakes for the benefit of the Recipient to perform with effect from the date this Agreement came into force all of the obligations of the Authority under this Agreement in place of the Authority, the Recipient shall accept such performance and shall release the Authority from any and all obligations and liability under this Agreement whether arising before, on or after the date of novation as if the Transferee had been a party to this Agreement instead of the Authority as from the date on which this Agreement came into force.
- 14.6 For the purposes of giving effect to Clauses 14.3, 14.4 and 14.5 the Recipient shall execute and do (or procure to be executed or done by any other necessary person) all such deeds, documents, acts and things as the Authority may from time to time reasonably require.
- 14.7 Subject to Clauses 14.3 to 14.6 inclusive, 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing any such counterpart.
- 14.12 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 14.13 This Agreement shall be governed by and construed in accordance with the law of England and Wales and 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.

Signature page to the Agreement between The Mayor's Office for Policing and Crime and London Borough of Tower Hamlets

Signed by )
The Mayor's Office for Policing and Crime) 

Signed by )
for and on behalf of)
London Borough of Tower Hamlets) 

Schedule 1

Additional Personnel

Additional Personnel provided will operate as two teams under this agreement as detailed below,

Tower Hamlets Task Force 1 (THTF1) = Total x 14 officers, as follows

Two (2) Police Sergeants

Twelve (12) Police Constables

Tower Hamlets Task Force 2 (THTF2) = Total x 12 officers, as follows

Two (2) Police Sergeants

Ten (10) Police Constables

Schedule 2 Grant Conditions

- 1 The Grant payable by the Recipient is based on the annual rates detailed in the table below for the relevant rank of police officers being supplied pursuant to this Agreement as Additional Personnel:

Additional Personnel	Financial Year	
	1 April 2024 - 31 March 2025 £	1 April 2025 – 31 March 2026 £
Constable	£67,750	£77,250
Sergeant	£81,250	£91,250

- 2 The Grant shall be £1,815,000 in Year 1 (1/4/24 – 31/3/25) and £2,064,500 in Year 2 (1/4/25 – 31/3/26) plus any increases to the Grant incurred pursuant to Clause 3.11 of this Agreement. In accordance with Clause 4.4, the Authority agrees to procure that the Grant is used solely for the cost of providing the Additional Personnel for the purpose of meeting the Objectives.
- 3 The Grant payable by the Recipient for 2026/27 shall be the amount paid for the previous year plus any increase for the subsequent year in accordance with the recommendations from the Police Remuneration Review Body (**PRRB**) on police pay and allowances.
- 4 The rates for 2026/27 shall be confirmed by the Authority to the Recipient no later than 31st December of the preceding year. In the event that these rates are not acceptable to the Recipient, consideration will be given to reduce the notice period outlined at Clause 8.2 of this Agreement for early termination upon receipt of the request within 2 weeks of notification.
- 5 The Grant shall be paid quarterly in arrears.
- 6 The amount of the Grant payable quarterly shall be one quarter of the annual Grant.
- 7 If VAT is chargeable on each instalment of the Grant it shall also be payable by the Recipient at the rate applying on the date that the related invoice is raised.
- 8 Where this Agreement is terminated pursuant to Clause 8.2 or Clause 8.1.1 by the Recipient, the Grant payable by the Recipient shall be adjusted as follows:
- 8.1 $\text{Grant} = \text{Grant} \times (\text{number of days from the Commencement Date until the effective date of termination} / \text{number of days from the Commencement Date until the Expiry Date})$.
- 9 Where any or all of the Additional Personnel are not provided or are redeployed other than in the circumstances envisaged in Clause 3.5 (each an **Absent Officer**) the Grant payable by the Recipient shall be reduced on a pro-rata basis in respect of each Absent Officer in accordance with the following formula:
- 9.1 Daily rate (annual rate/effective days) x number of days for which the Absent Officer is not provided.
- Where:
- 9.1.1 the annual rate is the Grant payable in respect of the Additional Personnel in a financial year (as set out above); and
- 9.1.2 Effective days means the number of working days workable by the relevant Additional Personnel in a financial year (in accordance with guidance issued by the National Police Chiefs Council and Bluelight Commercial taking into account deductions for rest days, annual leave, average sickness, bank holidays and training days).

- 10

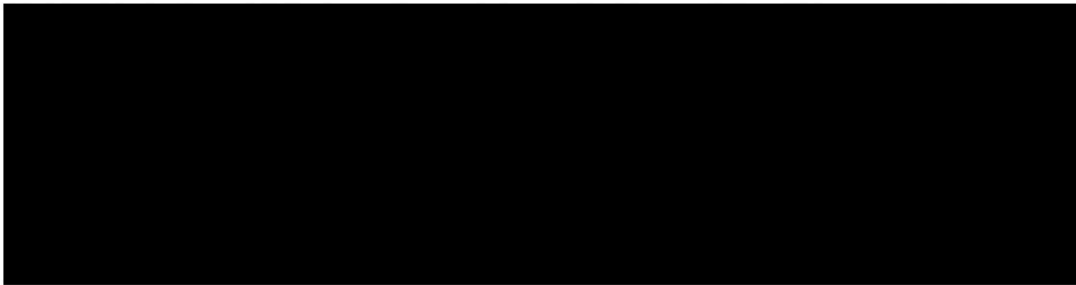
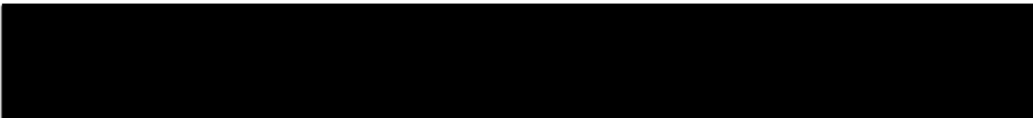
If Overtime costs are to be paid in accordance with Clause 3.11, the relevant hourly Overtime rates of the Authority as notified to the Recipient, inclusive of Earnings Related National Insurance Contribution (ERNIC) and unsocial hours payments where appropriate will be payable by the Recipient in respect of each Sergeant or Constable supplied.
- 11

The table below details the amount of the Grant (allocated as at the Start Date) intended to cover the cost of Overtime incurred by the Additional MPS Personnel and will also support the cost of additional transport and equipment as required to ensure the objectives of this agreement are met. Expenditure in these areas shall not exceed the amounts for each year as set out in the table below without prior written agreement of the LBTH Contact Officer.

Year	Amount
2024/25	
2025/26	
2026/27	

Schedule 3 The Objectives

1. The Tower Hamlets Task Force

- 1.1 The officers supplied under this agreement will form the Tower Hamlets Task Force (THTF).
- 1.2 The THTF will consist in total of Four (4) Sergeants and twenty-two (22) Constables. These will be divided into the following; THTF1 (2+12) working as two teams of six (6) Constables, each led by a Sergeant and THTF2 (2+10), working as two teams of five (5) Constables, each led by a Sergeant
- 1.3 
- 1.4 
- 1.5 The THTF will be based at a mutually agreed police premises within the Borough.
- 1.6 THTF officers will be recruited on a two-year tenure, extendable by one year.
- 1.7 Where possible the provision of officers on the THTF will be representative of the Borough Operational Command Unit's service profile
- 1.8 No officers will be posted to the THTF if they are on recuperative duty or restricted from undertaking operational policing at the time of posting.
- 1.9 Tower Hamlets Council will provide training for the THTF on relevant legislation and procedures.
- 1.10 
- 1.11 

2. Role of the THTF

- 2.1 The THTF will provide support to local policing and Community Safety Partnership priorities. This will include proactive operations to target crime related ASB, neighbourhood crimes, drug supply on the borough with a view to significantly reduce levels of crime and ASB in Tower Hamlets, regularly working in partnership and supporting LBTH teams.
- 2.2 The THTF role will include, but is not limited to intelligence led uniformed patrols, Stop and Searches, enforcement of Closure Orders and Community Protection Notices.

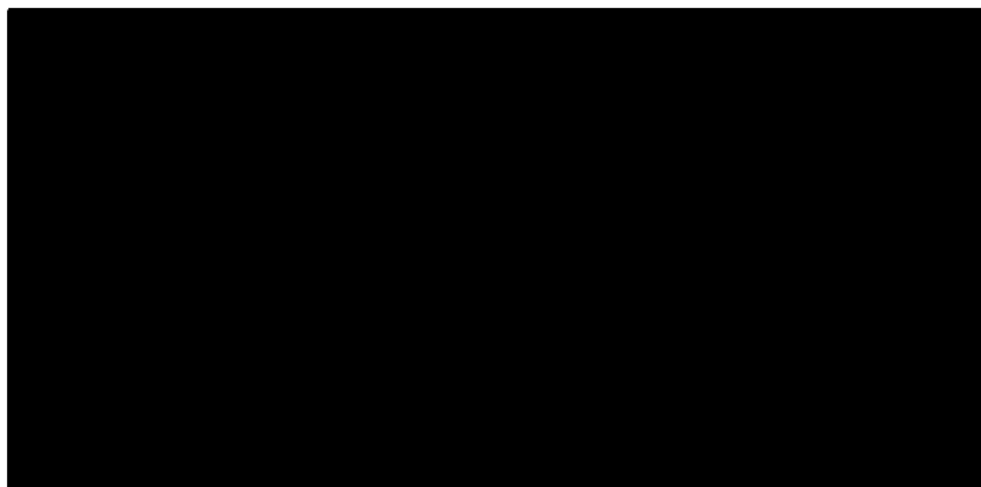
- 2.3 The THTF will focus on reducing crime and crime related ASB and increase trust and confidence by providing additional visible uniformed presence on the borough, with a particular emphasis on tackling issues impacting on LBTH residents and businesses.

3. Tasking

- 3.1 The THTF will be tasked as agreed fortnightly by LBTH and the MPS, at the 4 'Localities' meetings, attended by the Inspector Partnership, who will provide the necessary oversight of the teams and reduce any conflicting priorities.
- 3.2 The monthly Local Tasking Coordination Group (LTCG) Meeting will be jointly chaired by the LBTH Safer Neighbourhood Operations Head of Service and Superintendent Partnership. The LTCG will review the monthly monitoring and performance data detailed at 4.2.
- 3.3 Taskings will be a combination of evidence gathering and targeted work, using tools and powers in hot spot/high profile locations to reassure residents and businesses.
- 3.4 Any urgent variance of tasking will be by authority of the MPS Contact Officer and in consultation with the LTCG Chair or LBTH Contact Officer where possible, in the rare case this is not obtained in advance, the LTCG Chair and LBTH Contact Officer will be informed as soon as possible. To ensure officers are performing their allocated tasks, any urgent variances shall be discussed at the next LTCG thereafter to assess if any tasking change is required, or why a change was needed so urgently.

4. Performance Monitoring

- 4.1 Results from taskings will be reported to the LTCG.
- 4.2 The MPS will, in respect of the THTF, maintain monitoring and performance information concerning the following areas:



- 4.3 The performance information in 4.2 will be provided by the police at the monthly contract monitoring meeting. The frequency of such meetings may be reduced or

increased during the term of this Agreement to such reasonable frequency as LBTH may request from time to time, subject to both parties' agreement.

4.4 An annual satisfaction survey will be carried out by LBTH to include

- How safe residents feel living on the borough.
- Drug use & dealing is a problem in the Neighbourhood.

4.5 The MPS will maintain a record of any good news stories about these that will be passed to LBTH and MPS communications teams.

5. Review

5.1 The Objectives will be reviewed annually, and any necessary changes agreed between the parties should be made in writing.

Whilst the Recipient and the Authority are committed to the delivery and achievement of the Objectives listed in this schedule, it is recognised by both parties that they are aspirational and will not in any way affect the payment of, or value of the Grant as specified in Schedule 2 (Grant Conditions).

Schedule 4

Term

- 1 The Commencement Date shall be 1 April 2024.
- 2 The Expiry Date shall be 31 March 2027.

Schedule 5

Data Processing Activities

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]

2. The contact details of the Processor's Data Protection Officer are: [REDACTED]

3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Recipient is the Processor.
Subject matter of the Processing	The personal data will only be used for the investigation, prevention and detection of ASB and crime.
Type of Personal Data being Processed	<u>Personal Data</u> • Name; • Address; • Date of birth;
Categories of Data Subjects	The personal data will be obtained from individuals who are involved / concerned in ASB. No special category data is being processed.
Processing Operations	Information will be shared with Tower Hamlets Council only upon request made by the ASB manager or their appointed deputy. This request will be made via the local disclosure process, which includes the following: • Information must be recorded on the approved request/feedback form. • The response must be checked and signed off by a line supervisor. • Information must be sent by hand delivery, Royal Mail post or via secure email (CJSM). • A Crimint must be created confirming that information has been shared with the original request and response added as attachments. The original paper copies must be filed on the BCU kept for seven years.
Location of Processing Operations	The personal data will be located on MPS indices in accordance with MPS policy and will be shared upon request via a secured email in accordance with the process outlined on the DPIA
Identity of sub-contractors	N/A
Nature and purposes of the Processing	The purpose of sharing personal data is to jointly manage with LBTH individuals who come to police notice re matters relating to ASB. This joint partnership approach will help ensure that all is being done to provide a safe environment for the public

Duration of the Processing	The data processing activities will take place for a 12 month period, which will be reviewed for an extension thereafter.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be returned once the requirement to process it is completed in appropriate cases. If it is to be destroyed it will be done so in line with Guidelines for Data Destruction.