
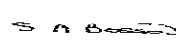
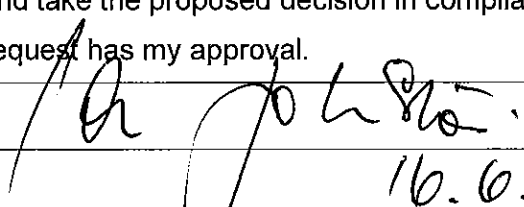


DECISION NO: PCCG-2014-043	
<u>OFFICE OF POLICE AND CRIME COMMISSIONER</u>	
TITLE:	Welsh National Traffic Data System Automated Number Plate Recognition System – Memorandum of Understanding between the Office of the Police and Crime Commissioner for Gwent, Gwent Police and the Welsh Ministers
DATE:	30th April 2014
TIMING:	Routine
PURPOSE:	For decision
1.	<u>RECOMMENDATION</u>
1.1	It is recommended that the Memorandum of Understanding (MoU) is agreed and signed.
2.	<u>INTRODUCTION & BACKGROUND</u>
2.1	This MoU (which was at the request of the four Welsh Police Forces) concerns an all Wales project for the installation and operation of an Automatic Number Plate Recognition (ANPR) system in the Gwent Police force area. The Welsh Ministers have secured Centrally Retained Capital funding for the Welsh National Traffic Data System project. The purpose of the project is to improve traffic data collection and dissemination capabilities, both on the trunk road, motorway network and key diversion routes. This project is being managed on behalf of the Welsh Government by the Welsh Transport Technology Consultancy. A key aspect of the project is the collation of live time journey times in order to alert the travelling public to delays through the use of variable message signs, online media and a smartphone application which is also being developed as part of the project. It is proposed that the journey times be collected primarily through ANPR Readers in collaboration with the four Welsh police forces. All the sites have been identified as being suitable locations to aid with policing and also to provide valuable journey time data.
2.2	<p>The Parties acknowledge the following common objectives that are relevant to this MoU:</p> <ul style="list-style-type: none"> • To provide accurate journey time data for the Welsh road network; • To save/preserve life; • To maintain order; • To prevent crime, criminality and anti-social behaviour; • To prosecute offenders; • To protect property and safeguard the environment; • To facilitate criminal investigation and judicial, public technical or other legitimate enquiries; and • To prevent escalation of an incident.

3.	<u>ISSUES FOR CONSIDERATION</u>
3.1	Gwent Police has been working with the Welsh Ministers and the other Welsh Forces for an 18 month period to identify suitable sites and commission the ANPR reading devices and associated IT support.
3.2	The project is nearing completion and the majority of the sites around Wales have been installed ready for connection to the individual Forces. The MoU will provide a basis of an understanding between the Office of the Police and Crime Commissioner for Gwent (OPCC), Gwent Police and the Welsh Ministers.
3.3	The Welsh Ministers shall be responsible for the procurement and appointment of a supplier to manage, maintain and operate the ANPR system until 31st March 2019. Access to and working on the ANPR system at the sites shall be in accordance with the procedures agreed between parties.
4.	<u>NEXT STEPS</u>
4.1	To progress to implementation.
5.	<u>FINANCIAL CONSIDERATIONS</u>
5.1	All Welsh Forces are making a financial contribution to the project of £63,750 (as agreed in a separate business case at appendix 2) to the Welsh Ministers subject to the Welsh Ministers ensuring that installations throughout Wales are split equally between the four police areas.
5.2	Gwent Police will benefit to the region of £775,000 over the duration of the five year project.
6.	<u>PERSONNEL CONSIDERATIONS</u>
6.1	The Welsh Ministers will manage and maintain the sites and Gwent Police will only be responsible for the ANPR data that we receive for five years.
7.	<u>LEGAL IMPLICATIONS</u>
7.1	The content of the MoU was agreed by the Gwent and South Wales Police Joint Legal Services and the Welsh Ministers on 12 th March 2014.
8.	<u>EQUALITIES AND HUMAN RIGHTS CONSIDERATIONS</u>
8.1	This project/proposal has been considered against the general duty to promote equality, as stipulated under the Single Equality Scheme and has been assessed not to discriminate against any particular group.
8.2	In preparing this report, consideration has been given to requirements of the Articles contained in the European Convention on Human Rights and the Human Rights Act 1998.
9.	<u>RISK</u>
9.1	The risks to Gwent Police by not participating in this Project were fully explored in the business case. Although this MoU does not form a legal contract, it offers clarity and clarification as to what is expected between each party, which outweighs the risks of continuing without this.

10.	<u>PUBLIC INTEREST</u>
10.1	The use of ANPR is expected by the public of Gwent to support the Control Strategy and Operational need. The Commissioner's priorities will be met, namely Quality of Service, Reduce and Prevent Crime, Tackle Anti-Social Behaviour and Protect People from Serious Harm.
11.	<u>CONTACT OFFICER</u>
11.1	Detective Superintendent Paul Griffiths.
12.	<u>ANNEXES</u>
12.1	MoU
12.2	Business Case

For OPCC use only

Office of the Chief Constable: I confirm that Welsh National Traffic Data System Automated Number Plate Recognition System – Memorandum of Understanding between the Office of the Police and Crime Commissioner for Gwent, Gwent Police & The Welsh Ministers report has been discussed and approved at a formal Chief Officers' meeting. It is now forwarded to the OPCC for approval .	
Signature: 	
Date: 3 June 2014	
	Tick to confirm (if applicable)
Financial The Chief Finance Officer has been consulted on this proposal.	
OPCC (insert name) The Chief Executive has reviewed the request and is satisfied that it is correct and consistent with the PCC's plans and priorities.	✓
Legal The legal team have been consulted on this proposal.	✓
Equalities The Equalities Officer has been consulted on this proposal.	N/A
Chief Executive/ Deputy Chief Executive: I have been consulted about the proposal and can confirm that financial, legal, equalities etc... advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate report to be submitted to the Police and Crime Commissioner for Gwent.	
Signature: 	
Date: 12/06/14	
Police and Crime Commissioner for Gwent I confirm that I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. The above request has my approval.	
Signature: 	
Date: 16.6.14	

Welsh National Traffic Data System
Automatic Number Plate Recognition System
Memorandum of Understanding

Between

(1) The Police and Crime Commissioner for Gwent (the "**Commissioner**")

And

(2) The Chief Constable for Gwent Police (the "**Chief Constable**")

And

(3) The Welsh Ministers ("**Welsh Ministers**")

hereinafter referred to collectively as the 'Parties' and individually as 'Party'

1. Definitions and interpretation

- 1.1 In this MoU, the following expressions shall have the meaning set out below:

Chief Constable - means the Chief Constable of Gwent

DPA – means the Data Protection Act 1998

EIRS– means the Environmental Information Regulations 2004

FOIA - means the Freedom of Information Act 2000

MoU - means this Memorandum of Understanding

NAAS – means the National ACPO ANPR Standards

Sites – means the 20 sites agreed between the Parties as those sites within the Gwent Police area for the location of the ANPR cameras

Supplier – means the supplier of the ANPR system and who has entered into a contract for this purpose with the Welsh Ministers

Welsh Ministers – the Welsh Ministers appointed under section 48 of the Government of Wales Act 2006

2. Introduction

- 2.1 This MoU concerns a project for the installation and operation of an Automatic Number Plate Recognition system (the "ANPR system") in the Gwent Police force area.
- 2.2 The MoU must be signed by all parties to the MoU before any work to install the ANPR system can take place.

3. Statement of Intent

- 3.1 The Welsh Ministers have secured Centrally Retained Capital funding for the Welsh National Traffic Data System project. The purpose of the project is to improve traffic data collection and dissemination capabilities of Traffic Wales service both on the trunk road/motorway network and key diversion routes. This project is being managed on behalf of the Welsh Government by the Welsh Transport Technology Consultancy. A key aspect of the project is the collation of near live time journey times in order to alert the travelling public to delays through the use of variable message signs, online media and a smartphone application which is also being developed as part of the project. It is proposed that the journey times be collected primarily through Automatic Number Plate Readers (ANPR) in collaboration with the four Welsh police forces. All the Sites have been identified as being suitable location to aid with policing and also to provide valuable journey time data.
- 3.2 Through an effective and harmonious partnership with the Welsh Ministers, Gwent Police intend to maximise the opportunities to impact positively on

crime, criminal behaviour and related activities, by monitoring vehicles using the Welsh trunk road network in Gwent through the operation of the ANPR system. The Welsh Ministers will use the data gathered to assess traffic flows and calculate journey times in order to assist in providing the travelling public improved access to travel information in Wales.

4. Common Objectives

4.1 The Parties acknowledge the following objectives that are relevant to this MoU:

- To provide accurate journey time data for the Welsh road network;
- To save/preserve life;
- To maintain order;
- To prevent crime, criminality and anti-social behaviour;
- To prosecute offenders;
- To protect property and safeguard the environment;
- To facilitate criminal investigation and judicial, public technical or other legitimate enquiries;
- To prevent escalation of an incident.

5. Roles and Responsibilities

Legal duty

- 5.1** Nothing in this MoU removes, transfers, bars or interferes with the legal responsibilities, duties or rights within the law of any of the Parties involved.
- 5.2** Nothing contained or implied in this MoU shall prejudice or affect the rights, powers, duties and obligations of any of the Parties in the exercise of their respective functions as statutory authorities. The Parties respective powers, rights, duties and obligations under all public and private statutes, bye-laws and regulations may be as fully and effectively exercised as if they were not a party to this MoU.

Welsh Ministers

- 5.3** The Welsh Ministers shall be responsible for the installation and management of the ANPR-infrastructure as part of the Welsh National Traffic Data System project at the Sites and shall co-operate in the maintenance of the ANPR system managed by the Police and Crime Commissioner, subject to the following:

- 5.3.1** The Parties must be satisfied that the installation and

operation of the ANPR system does not affect, nor is detrimental to the operation of the trunk road network;

- 5.3.2 All parts of the ANPR system, as appropriate, must receive technical approval by the Parties before any work to install the ANPR system can take place;
- 5.3.3 The Welsh Ministers shall allow access to, and use and enhancement of, the ANPR system and its facilities and infrastructure on the Welsh trunk road network, subject to technical approval as mentioned above and operational protocols being jointly agreed;
- 5.3.4 The Welsh Ministers shall be responsible for the procurement and appointment of a Supplier to manage, maintain and operate the ANPR system until 31st March 2019. Access to and working on the ANPR system at the Sites shall be in accordance with the procedures agreed between Parties.
- 5.3.5 The Welsh Ministers shall ensure that all employees, agents and sub-contractors of the Supplier have been cleared in accordance with the Warwickshire vetting scheme prior to having access to any of the Sites;

The Commissioner

5.4 The Commissioner shall:

- 5.4.1 Make a financial contribution to the project of £63,750 to the Welsh Ministers subject to the Welsh Ministers ensuring that installations throughout Wales are split equally between the police areas of South Wales, Gwent, Dyfed-Powys and North Wales;
- 5.4.2 Be responsible for any works required to the relevant back office facility (including any costs incurred) in order to accommodate the data to be provided from the ANPR system;
- 5.4.3 Approve all connections and interfaces with its information technology systems prior to any connections being made;
- 5.4.4 Provide suitable Site locations to meet with the Parties requirements and provide journey time data in accordance with the Welsh Ministers objectives;
- 5.4.5 Provide the Supplier with the necessary details of the ANPR system data protocols in order to enable transfer of all camera data to the back office facility;
- 5.4.6 Ensure that appropriate staff attend Site meetings with the Supplier and Welsh Ministers' representatives in order to agree preferred Site location and contribute to Site requirements;

- 5.4.7 Ensure that appropriate staff attend camera Site Acceptance Tests (SAT) undertaken by the Supplier and undertake initial performance test of the Site equipment;
- 5.4.8 For Sites not located on Welsh Ministers' owned land, provide reasonable assistance, where possible, with negotiations and obtaining approval for the Site including any way leaves necessary from the Local Authority or any other affected party;
- 5.4.9 Undertake performance tests (validation tests) on the ANPR system annually in accordance with NAAS testing requirements and provide the results to the Welsh Ministers and/or their representatives;
- 5.4.10 Report faults with the ANPR cameras at the Sites or associated infrastructure in accordance with the agreed procedure;
- 5.4.11 Liaise with the Supplier if required to assist with the introduction of a remote maintenance monitoring system (subject to any such remote maintenance monitoring system first being approved by the Commissioner);
- 5.4.12 Be responsible for any issues arising from power supplies prior to the connection with electrical cuts offs installed as part of the Project where the Commissioner has an existing agreement for the Sites with a local authority for the connection to and supply of power from street furniture;
- 5.4.13 Be responsible for any dealings with local authorities for the installation and equipment during this project for Sites located off Welsh Government network, where the Commissioner has an existing agreement with the local authority;
- 5.4.14 Without obligation, provide suitable representations 12 months prior before the Welsh National Transport Data System ANPR installation and maintenance contract end date of 31st March 2019 in order to commence negotiations regarding future operation and any maintenance handover requirements.

Chief Constable

5.1 The Chief Constable shall:-

- 5.5.1 Accept the Warwickshire security clearance scheme as a suitable method for authorising security accreditation of Supplier's staff, sub-contractors and/or agents;
- 5.5.2 Provide site location details for any existing ANPR sites which are suitable to provide journey time data for the Welsh Ministers' purposes under the project. Sufficient information will be provided in order to determine journey times for the routes affected to a suitable accuracy;
- 5.5.3 Be responsible for monitoring and providing in an agreed format data obtained by way of the ANPR system that is suitable for the Welsh Ministers' objectives provided that no personal data shall be disclosed to the Welsh Ministers;

- 5.5.4 Ensure that the required data for journey time calculations are transferred to the Welsh Ministers database;

6. Confidentiality

- 6.1 All Parties shall ensure compliance with the provisions of the DPA.
- 6.2 In support of the statutory requirements of the Human Rights Act 1998, the Regulation of Investigatory Powers Act 2000 and other relevant legislation, the following will be adhered to:
- 6.2.1 Under no circumstances will any employee, officer, member, agent or contractor of the Welsh Ministers or their representatives action, record, or take any other form of activity/action arising from or as a result of the operation of the ANPR system unless authorised by the Chief Constable and/or Commissioner, requested or directed to do so by a police officer, and will not impede the lawful business of the Commissioner or that of the Chief Constable.
- 6.2.2 No police officer or police support employee of either the Chief Constable or the Commissioner will undertake any action/activity arising from or as a result of this project without proper authority or impede the lawful business of the Welsh Ministers.
- 6.3 The Parties agree to keep confidential and to not, without the express prior written consent of the other Parties, disclose to any third party:
- 6.3.1 any details, correspondence, information, data, and results in any way relating to or arising from performance of any obligations under the MoU and the Activities which are explicitly marked or stated as being confidential or which ought to be considered as confidential; and
- 6.3.2 the technical, commercial or financial affairs of a Party including but not limited to information the disclosure of which would prejudice the commercial interests of either Party, any trade secrets, details of any intellectual rights of either Party and all personal data and sensitive personal data within the meaning of the DPA.
- together referred to as '**Confidential Information**'.
- 6.4 The obligations of confidentiality under clause 6.3 shall not apply to information which is:
- 6.4.1 required to be disclosed pursuant to any statutory or legal obligation placed upon a Party making the disclosure including any requirements under FOIA, the EIRS and the DPA;
- 6.4.2 in the public domain at the date of disclosure or subsequently enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by a Party; and

- 6.4.3 lawfully and properly in the possession of the Party at the time of disclosure and which was not obtained directly or indirectly from another Party as evidenced by written records.
 - 6.4.4 which is independently developed without access to the Confidential Information.
- 6.5 Except for personal data and subject to the prior agreement of the Chief Constable, the Welsh Ministers shall be granted access to such ANPR data as may assist the operational purposes of the Welsh Ministers' National Traffic Data System.
- 6.6 Subject to any required third party approval and the security requirements of the Chief Constable and/or Commissioner having first been met, where current agreements are in place, responsibility for providing the necessary interfaces and connections, including all costs, to allow the Welsh Ministers access to the ANPR system will fall to the Commissioner. Where no current link has been established, the cost of forming this link shall be met by the Welsh Ministers. Access to the ANPR system will only be granted once full technical specifications have been formally agreed between the Parties.
- 6.7 The data shall remain the property of the Chief Constable who shall be the data controller for the purposes of any personal data that is processed under the DPA. . Regardless of its content, data shall be dealt with by the Welsh Ministers with strictest confidence.

7. Requests for information under FOIA, the EIRS and the DPA

- 7.1 It is acknowledged that the Parties may be subject to requests made under FOIA, the EIRS and section 7 of the DPA ('an RFI'). It is also acknowledged that the Welsh Ministers are subject to additional requirements set out in the Welsh Government's Code of Practice on Access to Information ('COPAI').
- 7.2 The Parties shall provide such assistance as reasonably required from a Party who is responsible for responding to an RFI (the 'Recipient'), in order to enable the Recipient to comply with the RFI..
- 7.3 The Recipient shall notify a Party that it requires assistance from (the 'Assisting Party') as soon as practicable, and in any event, within five (5) days after receipt of a RFI.
- 7.4 The Assisting Party shall provide all necessary assistance as reasonably required by the Recipient to respond to an RFI by providing such information and access to documents as the Recipient reasonably requires in order to enable the Recipient to respond to the RFI within the statutory deadline. .
- 7.5 The Recipient shall be solely responsible for determining, at its absolute discretion, whether any information is exempt from disclosure in accordance with the provisions of FOIA, the EIRS or the DPA.
- 7.6 The Parties acknowledge that the Recipient may, acting in accordance with the Code of Practice on the Discharge of Functions issued under Section 45 of FOIA ('the Section 45 Code') be obliged to disclose information in response to an RFI in certain circumstances:

- 7.6.1 following consultation with either one or both Parties carried out in accordance with the Section 45 Code;
- 7.6.2 without consulting with either one or both Parties in circumstances where this is not required by the Section 45 Code
- 7.6.3 where clause 7.6.1 applies the Recipient shall take reasonable steps to give the Parties advanced notice of the disclosure, or failing that, to draw the disclosure to the Parties attention after it has been made.

8. Consent

- 8.1 The signature of this Memorandum on behalf of the Welsh Ministers, may be taken as signature on behalf of the Welsh Ministers.

9. Indemnity

- 9.1 Subject to clause 9.2, the Commissioner shall indemnify and keep indemnified the Welsh Ministers, their officers, servants and agents against all expenses whatsoever in respect of or in relation to any injuries (including fatal injuries) to any person, or any damage to or loss of any property whatsoever, which may arise out of or in consequence of the placing, using, retention, maintenance or removal of the ANPR system or any associated works on its Sites.
- 9.2 The indemnity in clause 9.1 shall not extend to such injury, damage or loss resulting and/or sustained as a result of the negligence, breach of statutory duty or wilful default of the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor.
- 9.3 The Welsh Ministers (which includes their officials, employees, contractors and agents) shall indemnify the Chief Constable and the Police and Crime Commissioner (as applicable), , their officers, employees and agents against all expenses (including, but not limited to, the removal, relocation or repair of the ANPR system or claims for any injuries and fatal injuries) that arise from:
 - 9.3.1 Any action taken by Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor, except in the case of an emergency, that in any way compromises or undermines the accuracy, operation or safety of the ANPR system and is not notified in advance to the Police and Crime Commissioner and the Chief Constable;
 - 9.3.2 Any misuse by the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor of data provided by the ANPR system;
 - 9.3.3 Any computer virus shown to have been introduced by the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor that compromises the accuracy, operation or safety of the ANPR system.

Provided that this indemnity shall not extend to any action the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor may take with the prior consent of the Parties or in an emergency situation where such acts or omissions are reasonably necessary for the safety and the proper operation of the Welsh trunk road network.

10.0 Status of the Memorandum

- 10.1 The Parties hereby acknowledge and agree that this MoU creates legal obligations between the Parties and is a legally binding agreement.

11.0 General

- 11.1 **Agreement:** This MoU supersedes any previous agreement or representations written or verbal relating to the particular subject matter of this MoU.
- 11.2 **Assignment:** No Party shall, in any manner, assign, hold on trust, sub-contract or otherwise dispose of its rights, benefits, obligations or duties under this MoU without the prior written consent of an authorised representative for each Party.
- 11.3 **No Partnership:** Nothing in this MoU, regardless of the terminology used, shall constitute, create or give effect to, or otherwise notify, any partnership, joint venture, agency, pooling arrangement or other formal business organisation of any kind between the Parties.
- 11.4 **Amendments:** No amendment or variation of this MoU will be effective without the prior written agreement of an authorised representative for each Party.
- 11.5 **Dispute resolution:** in the event of a dispute arising between the parties under this MoU, the Parties shall use all reasonable endeavours to resolve the dispute between themselves at an operational level. Should any dispute fail to be resolved at that level the matter shall be escalated by each Party to the [insert position for each party] respectively.
- 11.6 **Law and Jurisdiction:** the Parties accept the exclusive jurisdiction of the Courts of England and Wales and agree that this MoU is to be governed and construed according to English and Welsh law.

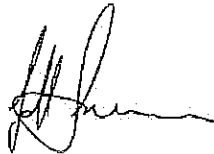
Agreed for and on behalf of

The Police and Crime Commissioner for Gwent:

S A Bossa

**Chief Executive, Office of the Police and Crime
Commissioner for Gwent**

The Chief Constable of Gwent Police:



Welsh Ministers
